

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, MARCH 7, 2017 - 10:00 A.M.
R E V I S E D

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Public recognition of four employees for March's "Spotlight on Employees" Program, as follows: Megan Miller, David Hornung, Brian Dirks and Dennis Newman. **(Erica Garcia)**
3. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Ordinance No. 2017-01 amending the Zoning Map for Unincorporated Areas of Gila County for the rezoning of parcel numbers 205-07-020M, 205-07-020N and 205-07-020P from Commercial Three (C3) to Residence One with a D8 Density District (R1-D8) for the purpose of allowing a single family home on each parcel with certain conditions as outlined in the Ordinance. **(Bob Gould)**
4. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 021317-1-Timber Region Chip Seal Project. **(James Menlove/Steve Sanders)**

- B. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 021517-Copper Region Chip Seal Project. **(James Menlove/Steve Sanders)**
 - C. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 021617-Deer Creek Cul-de-Sac Improvements. **(James Menlove/Steve Sanders)**
 - D. Information/Discussion/Action to approve the amendment of Policy No. BOS-HRS-006, Section II, Policy, County Manager, #4, and Policy No. BOS-FIN-002, Section II, Policy, Contract Approval, #1, #3, #5, and #6 to authorize the Assistant County Manager to sign Payroll Authorization Forms and contracts of \$50,000 or less per year to prevent an undue delay in the day-to-day business of the County. **(John Nelson)**
 - E. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-21-045B. **(Marian Sheppard)**
 - F. Information/Discussion/Action regarding a proposed two-year Employment Contract between Gila County and John F. Nelson for the period March 1, 2017, through February 28, 2019. **(Tommie Martin)**
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 Amendment No. 2 to Contract No. 07012016-17 between the Arizona Community Action Association and the Gila County Community Services Division to increase Utility Repair Replacement Deposit (URRD) funds by the amount of \$35,000 for a new total allocation of \$87,092.

- B. Approval to accept two grant awards from the Constables Ethics, Standards, and Training Board, and authorization of the Chairman's signature on Grant Award Contract No. CNA17-501 in the amount of \$930.69 and Grant Award Contract No. CNA17-502 in the amount of \$1,433.89 for the County Constables' Offices' purchase of a ballistic vest and uniforms, respectively.
- C. Approval to appoint Lori Brown to the Gila County Planning and Zoning Commission beginning March 7, 2017, through December 31, 2020.
- D. Acknowledgment of the reappointment of Diane Hallett to the Beaver Valley Domestic Water Improvement District governing board effective January 1, 2017, through through December 31, 2020.
- E. Acknowledgment of the January 2017 monthly activity report submitted by the Clerk of the Superior Court's Office.
- F. Approval of the February 21, 2017, and February 28, 2017, Board of Supervisors' meeting minutes.
- G. Acknowledgment of the Human Resources reports for the weeks of February 7, 2017, February 14, 2017, February 21, 2017, and February 28, 2017.
- H. Approval of finance reports/demands/transfers for January 23-29, 2017; January 30-February 5, 2017; February 6-12, 2017; February 13-19, 2017, and February 20-26, 2017.
- I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of January 23, 2017, through January 27, 2017; and January 30, 2017, through February 3, 2017.

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.
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.

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-4186

Presentation 2. A.

Regular BOS Meeting

Meeting Date: 03/07/2017

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Garcia, Human Resources Assistant Sr.

Department: Human Resources

Information

Request/Subject

March 2017 "Spotlight on Employees" Program

Background Information

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

Evaluation

n/a

Conclusion

n/a

Recommendation

Public recognition by the Human Resources Department to publicly recognize four employees for March 2017 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of four employees for March's "Spotlight on Employees" Program, as follows: Megan Miller, David Hornung, Brian Dirks and Dennis Newman. **(Erica Garcia)**

Attachments

Megan Miller

David Hornung

Brian Dirks

Dennis Newman



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date

ARF-4191

Public Hearing 3. A.

Regular BOS Meeting

Meeting Date: 03/07/2017

Submitted For: Robert Gould, Community Development Planner

Submitted By: Robert Gould, Community Development Planner

Department: Community Development Division: Planning and Zoning

Information

Request/Subject

Adoption of Ordinance No. 2017-01 regarding Planning and Zoning Case No. Z-17-01 to amend the Zoning Map for Unincorporated Areas of Gila County for parcel numbers 205-07-020M, 205-07-020N and 205-07-020P, which are owned by Manny and Mary Casillas.

Background Information

Manny and Mary Casillas submitted an application to rezone three parcels from Commercial Three (C3) to Residential One (R1-D8) for the purpose of allowing the placement of a single family residence on each parcel. C3 zoning does not allow single family residential except as a caretaker unit for a business. Surrounding land uses are currently developed as single family residential.

Evaluation

This area was rezoned from single family residential 25 years ago due to the location being ideal for commercial development. It has been the subject of several applications due to the lack of demand from commercial developers wanting to develop in this area. Lenders will not normally provide mortgage funds for a single family residential unit in commercial zoning. Thus this rezoning is necessary.

Conclusion

While there may be incompatible land uses adjacent to each other if commercial development does occur in this area, there has not been any significant demand in the past 25 years. Due to the fact that land on three sides of this lot have already been developed as single family residential, it is unlikely there will be a need for commercial development in this area. Property owners are aware that this may occur.

Recommendation

Staff recommends that the Board of Supervisors accept the recommendation from the Planning and Zoning Commission by adopting Ordinance No. 2017-01, which approves Planning and Zoning Case No. Z-17-01 with certain conditions.

Suggested Motion

Information/Discussion/Action to adopt Ordinance No. 2017-01 amending the Zoning Map for Unincorporated Areas of Gila County for the rezoning of parcel numbers 205-07-020M, 205-07-020N and 205-07-020P from Commercial Three (C3) to Residence One with a D8 Density District (R1-D8) for the purpose of allowing a single family home on each parcel with certain conditions as outlined in the Ordinance. **(Bob Gould)**

Attachments

Ordinance No. 2017-01

Staff Report

Legal Notice

Approval as to Form



ORDINANCE NO. 2017-01

AN ORDINANCE OF THE GILA COUNTY BOARD OF SUPERVISORS MODIFYING THE ZONING MAP FOR UNINCORPORATED AREAS OF GILA COUNTY TO CHANGE THE ZONING FOR ASSESSOR'S PARCEL NUMBERS 205-07-020M, 205-07-020N AND 205-07-020P FROM COMMERCIAL THREE (C3) TO RESIDENCE ONE WITH A D8 DENSITY DISTRICT (R1-D8) TO ALLOW FOR THE DEVELOPMENT OF THREE SINGLE FAMILY RESIDENTIAL UNITS.

WHEREAS, an application was filed by Manny and Mary Casillas (applicant and owner), Gila County Planning and Zoning Case No. Z-17-01, to modify the Gila County Zoning Map for Unincorporated Areas of Gila County for Assessor's parcel numbers 205-07-020M, 205-07-020N and 205-07-020P; and

WHEREAS, the Gila County Board of Supervisors adopted the Gila County Planning and Zoning Ordinance on September 8, 1959; and

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on February 16, 2017, and unanimously recommended approval of the modification requested; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on March 7, 2017; and

WHEREAS, the Board of Supervisors has determined that the findings for a change in zoning district (as listed below) from the Gila County Zoning Ordinance, Section 104.1-Zoning Map, have been met.

1. The change is consistent with the goals, objectives and policies of the Gila County Zoning Ordinance and the Comprehensive Master Plan.
2. The change is in the interest of or will further the public health, safety, comfort, convenience and welfare of Gila County residents.

3. The change will not adversely affect the established character of the surrounding neighborhood nor be detrimental to adjacent properties.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors has approved the application submitted by Manny and Mary Casillas to modify the Zoning Map for Unincorporated Areas of Gila County with regard to Assessor's parcel numbers 205-07-020M, 205-07-020N and 205-07-020P whereby the zoning will be changed from C3 to R1-D8 to allow for the development of three residential units with the following conditions:

1. The other parcels in the area may develop with C3 uses such as large commercial that can be incompatible with single family uses and the applicant is aware and acknowledges that could happen in the future.
2. Record of Survey 3040 must be amended to allow both access and utilities in the existing access easement that runs along the western property boundary.

PASSED AND ADOPTED this 7th day of March 2017, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Clerk of the Board

Tommie C. Martin, Chairman

Approved as to form

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



STAFF REPORT TO THE BOARD OF SUPERVISORS

APPLICATION Z-17-01

APPLICATION REZONE THREE PARCELS FROM C3 TO R1-D8



**Public Hearing March 7, 2017 @ 10:00 AM
Supervisors Hearing Room
1400 East Ash
Globe, Arizona**

I APPLICATION

Applicant Name	Manny and Mary Casillas
Applicant Address	2328 East Cecil Circle, Globe
Site Address	No addresses at this time
APN Number	205-07-020M, 020N and 020P
Current Zoning Designation	C3
Current Comprehensive Plan Designation	Residential
Application Number	Z-17-01

II Purpose & Description

The purpose of this application is to allow the applicant to place three single family residential homes on the parcels closest to State Highway 188. C3 zoning does not allow a residential unit unless they also have a business on the property. Businesses in a C3 district are permitted to have a caretakers housing unit.

III Primary issue or issues to consider

The current location of this property is really ideal for a regional commercial zoning such as C3 or C2. They have access from a major State Highway which is preferable for regional commercial, but the current development in the area of these three parcels is residential. It is very difficult to obtain financing for residential development in commercial zoning and there lies the problem. We do not, at this time, have any significant demand for commercial development. That is not to say we won't in the future, but we have not had any demand for commercial for quite a few years.

IV Background

All three of these parcels were created through Record of Survey (ROS) 3040. A 33 foot wide access easement was created to provide access to the three parcels. One concern is that I do not see access for utilities to the three parcels. A simple way to correct this would be to amend the current ROS 3040 by adding utilities to the 33 foot wide access easement.

All three parcels are at least .4 acres in size.

All three parcels have very little actual slope to the property.

There are no identified FEMA floodways or floodplains on any of the parcels.

Surrounding land uses in the area include the following:

East: Single Family Residential
North: Residential
South: Single Family Residential
West: Vacant land



View across the State Highway



View to the West



View to the South



View of the Three Parcels



View to the East

V Analysis

There is a parcel to the west that is between these three parcels and State Highway 188 that is undeveloped but may be developed under any C3 permitted use. This could cause issues of compatibility with the existing residential uses.

There are no topographic or floodplain issues with any of these parcels.

The proposed development is compatible at this time with all surrounding parcels. This could change in the future if commercial development occurs.

There will be two points of ingress and egress to all three lots to the north and the south. This easement does not include utilities. State law under 11-831, item #4 requires that all lots resulting from a minor land division has access to utilities:

“The applicant reserves the necessary and appropriate utility easements to serve each lot, parcel or fractional interest created by the land division.”

Utility easements should have been provided when ROS was recorded in 2006. This was an oversight by staff at that time.

The proposed zoning is currently compatible with our Comprehensive Plan which denotes this land for residential development. The proposed zoning can develop into compatibility issues in the future with commercial development on surrounding parcels.

VI Summary

Rezoning these three parcels have no environmental concerns but does have compatibility concerns. C3 zoning surrounds this property and this zoning allows major regional type of commercial development. This could cause compatibility issues in the future. The property needs to acknowledge now and in the future that this issue could occur.

VII Recommendation

Staff recommendation for this application is to approve Z17-01 an application to rezone parcels 205-07-020M, 205-07-020N and 205-07-020P from C3 to R1-D8 with the following conditions:

1. That other parcels in the area may develop with C3 uses such as large commercial that can be incompatible with single family uses and the applicant is aware and acknowledges that could happen in the future
2. That the Record of Survey 3040 must be amended to allow both access and utilities in the existing access easement that runs along the western property boundary

LEGAL NOTICE
GILA COUNTY
PLANNING AND ZONING COMMISSION
AND THE GILA COUNTY BOARD OF SUPERVISORS

NOTICE IS HEREBY GIVEN that the Gila County Planning and Zoning Commission will hold a public hearing on Thursday, February 16, 2017 beginning at 10:00 A.M. The hearing will take place in the Board of Supervisor's Hearing Room, located at 1400 E. Ash Street, Globe, AZ and will be simultaneously telecast to the Board of Supervisor's Conference Room at 610 E. State Hwy 260, Payson, AZ. The Gila County Board of Supervisors will hold a public hearing on the following application on Tuesday, March 7, 2017 at 10 A.M. The hearing will take place in the Board of Supervisor's Hearing Room, located at 1400 E. Ash Street, Globe, AZ and will be simultaneously telecast to the Board of Supervisor's Conference Room located at 610 E. Hwy 260, Payson, AZ.

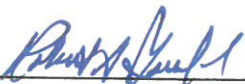
Amendment to Gila County Zoning Ordinance Hearing Applications:

Z-16-04 Robert Verheyen: An application to amend the Gila County Zoning Ordinance for parcel 301-12-009Y located at 4166 N. Arizona State Hwy 87, Pine, Arizona currently zoned R1-D12 to R1-D12 with a "T" Overlay District, to allow the development of a Recreational Vehicle (RV) Park. If approved, this request will become effective 30 days after the approval at the Board of Supervisor's hearing.

Z-17-01 Manny & Mary Casillas: An application to amend the Gila County Zoning Ordinance for parcels 205-07-020M, 205-07-020N and 205-07-020P currently designated for Commercial Use to R1-D8 to allow single family residences. If approved, this request will become effective 30 days after the approval at the Board of Supervisor's hearing.

The Board of Supervisor's hearing date will be continued if the Planning and Zoning Commission has not given a recommendation. Interested persons may file a statement in writing for or against, or appear and be heard at the dates set forth. Citizens can mail their statements to the addresses below.

Information on the above mentioned case is available for review in the Gila County Community Development Department located at 745 N. Rose Mofford Way, Globe, AZ or 608 E. Hwy 260, Payson, AZ during normal business hours. Comments can be sent to rgould@gilacountyaz.gov or call (928) 402-8514, during normal business hours.

By:  _____

Robert A. Gould
Gila County Community Development

Arizona Silver Belt
Payson Roundup

One Publication: February 1, 2017
One Publication: January 31, 2017

Acct: 101556
Acct: 1005-108-4260-99



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

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

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

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

ARF-4207

Regular Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 03/07/2017

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates 60 Days from Grant?: No

Begin & End: Commencement
Date in Notice To
Proceed

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bids No.021317-1-Timber Region Chip Seal Project.

Background Information

The roadways to be chip sealed were decided upon by a Road Safety Audit. The work consists of the application of a chip seal coat on the following roadways within the northern region of Gila County: Colcord Rd, Christopher Creek Rd, Hunter Creek Rd, Control Rd, Johnson Blvd, and Forest Service Rd No. 512. The total estimated quantity of area to be chip sealed is 275,317 square yards. The work also consists of the application of crack seal material on a portion of Forest Service Road No. 512.

Evaluation

The application of a chip seal coat on the roadways identified above will help prolong the life of the existing asphalt surface. A portion of Forest Service Road No. 512 will require crack sealing prior to the application of the chip seal coat.

Conclusion

It is in the best interest of Gila County to chip seal the roadways identified above at this time. If the work is not done soon, it will be more expensive to repair these roadways due to continual degradation.

Recommendation

It is the recommendation of the Finance Director and the Public Works Division Director that the Board of Supervisors authorize the advertisement of Invitation for Bids No.021317-1-Timber Region Chip Seal Project to be published for two consecutive weeks in the Arizona Silver Belt newspaper.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids
No. 021317-1-Timber Region Chip Seal Project. **(James Menlove/Steve Sanders)**

Attachments

Request to Advertise

IFB 021317-1-Timber Region Chip Seal Project

Approval as to Form

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

<p>IS THIS A REQUEST FOR <i>Check one</i></p> <p>Bids <u> X </u> Proposals <u> </u></p> <p>Qualifications <u> </u></p>	<p>REQUEST NUMBER</p> <p><u> </u></p> <p><i>(For Procurement Use Only)</i></p>
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Date January 26, 2017

Placed on Agenda 2-20-17
 Approved to Call _____
 Paper Name AZ Silver Bell
 To 3-22-17
 Bid Award Date _____
 Pre-Bid Meeting Date _____

Date _____

Date _____

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS**

TIMBER REGION CHIP SEAL PROJECT

BID CALL 021317-1

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Tommie C. Martin, Chairman
Timothy Humphrey, Vice Chairman
Woody Cline, Member**

COUNTY MANAGER

John Nelson.

PUBLIC WORKS DIRECTOR

Steve Sanders



**INVITATION FOR BIDS
BID CALL NO. 021317-1**

Sealed bids will be received by **Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501**, until **3:00 P.M. (AZ Time), Thursday, March 30, 2017** for the **Timber Region Chip Seal Project-Bid No. 021317-1, GILA COUNTY, ARIZONA**, in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 3:00 P.M. The Bids will be publicly opened and read aloud at 3:00 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.

Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services, 928-402-8612, Gila County Public Works Division, 745 North Rose Mofford Way, Globe, AZ.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**TIMBER REGION CHIP SEAL PROJECT, ARIZONA BID CALL NO. 021317-1**". All Bids shall be mailed or delivered to the **Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501**. Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex.

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

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

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

The Gila County Board of Supervisors reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Dates advertised in the Arizona Silver Belt: **March 15, 2017 and March 22, 2017**

Signed: _____ Date: ____/____/____
Tommie C. Martin, Chairman of the Board of Supervisors

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

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. No forms shall be detached from the bid packet. The proposal must include the entire bid packet, in triplicate, and the following forms, **all with original signatures**, must accompany the bidders proposal:

- Bid Proposal (pages 67 to 69)
- Bid Schedule (pages 70 to 71)
- Surety (Bid) Bond (page 72)
- Qualification & Certification Form (pages 73 to 74)
- Reference List (pages 75)
- Affidavit of Non-Collusion (page 76)
- Subcontracting Certification (page 77)
- Check List & Addenda Acknowledgment (page 78)
- Contract (pages 79-85)
- Contract Performance Bond (page 86)
- Labor and Materials Bond (page 87)
- Contract Performance Warranty (page 88)
- 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. 021317-1 – Timber Region Chip Seal Project**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Thursday, March 30, 2017, 3:00 P.M.** on the date specified herein, to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 3:00 P.M. AZ Time, Thursday, March 30, 2017. Bids will be opened at 3:00 P.M., Thursday, March 30, 2017.**
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.

5. **Plans and Specifications** - Plans, specifications and all other documents required by bidders may be obtained at the address shown below. **A deposit of \$20 per set, and \$10 for mailing is required, \$20 of which will be refunded upon return of the documents in good, usable order within seven (7) days of bid award. Payment shall be by check or money order only. No cash will be accepted.**

Gila County
Public Works Division
745 North Rose Mofford Way
Globe, Arizona 85501

6. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
7. **Bid Opening Information** – “As Read” Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.
8. **Request for Clarifications**
Requests for clarification shall be made to Betty Hurst, Contracts Administrator at bhurst@gilacountyaz.gov in writing (phone: 928-402-4355, fax: 928-402-4386) submitted no later than 3:00 P.M., AZ time, on Thursday, March 23, 2017. A response will be issued to all plan holders no later than 3:00 P.M., AZ time, on Monday, March 27, 2017.

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SPECIAL PROVISIONS
FOR
TIMBER REGION CHIP SEAL PROJECT

The proposed work is located in the northern part of Gila County. The work consists of placing a chip seal coat on each of the following roads: Forest Service Road No. 512 (two locations), Forest Service Road No. 64 (Control Road), Christopher Creek Loop, Hunter Creek Drive and Colcord Road (see **APPENDIX B & C**). The total estimated area to receive a chip seal coat is 275,317 square yards. The work also consists of the application of crack seal material on asphalt concrete pavement on Forest Service Road No. 512 (see **APPENDIX D & E**).

SPECIFICATIONS:

These Special Provisions reference certain Standard Specifications and Standard Details developed by the Maricopa Association of Governments (MAG) and the Arizona Department of Transportation (ADOT). The following separate documents shall be used accordingly:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008.

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

Arizona Department of Transportation, Traffic Signing & Marking Standard Drawings, current edition.

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

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

GENERAL REQUIREMENTS:

Contractor Quality Control:

The Contractor is responsible for all laboratory tests and certifications to assure that the chip material is in conformance to the requirements set forth in these specifications.

Representative samples of the aggregate cover material shall be taken under the direct supervision of the Contractor's Engineer on a daily basis, and the certified laboratory test results and certificates of compliance submitted to the Owner's Engineer.

The Owner's Engineer may reject delivered chip material if, in his/her opinion, the delivered material differs significantly from the representative sample or appears to be excessively dirty.

No separate payment will be made for Contractor Quality Control, the cost being considered as included in bid Item No. 404.

Chip Seal Warranty:

The Contractor shall be responsible for the successful placement of the chip seal coat regardless of temperatures or material compliance, and shall guarantee the success of the chip seal coat.

All portions of the work under this contract shall be guaranteed for workmanship and materials for a period of **ONE** year from the date of final acceptance of the product by the Owner.

Stripping of cover material and/or bleeding of the emulsified asphalt (CRS-2P) on any portion of the chip seal area, as determined by the Owner, shall be defined as chip seal failure. Failure of the chip seal area and the severity of the failure shall direct the extent of the warrant repairs. Repair requirements for chip seal failure due to workmanship and/or materials shall be defined as follows:

- a.) If random or strip area(s) of chip seal failure occur(s) less than 20% by area, the Contractor shall fully repair the specific failure area(s) via reapplication of CRS-2P and aggregate per the technical specifications.
- b.) If random or strip area(s) of chip seal failure occur(s) over 20% but less than 50%, by area, the Contractor shall fully repair the specific travel lane(s) where the failure exists via reapplication of CRS-2P and aggregate per the technical specifications.
- c.) If random or strip area(s) of chip seal failure occur(s) over 50%, by area, the Contractor shall fully repair all travel lane(s) where the failure exists via reapplication of CRS-2P and aggregate per the technical specifications.

Random failure is characterized by irregular patterns of missing cover chips and/or irregular patterns of bleeding areas. Random chip seal failure shall be weighted as the percent of chip seal failure spots within a given 1' by 1' area, either by stripping of cover material and/or bleeding of the emulsified asphalt. In the area of this failure, several random failure areas would be measured and the average would be calculated to assess the proportion of failure.

Strip failure is characterized by regular patterns of missing cover chips and/or regular patterns of bleeding areas. Strip chip seal failure shall be weighted as the percent of chip seal failure spots within the width of the travel lane, by stripping of cover material and/or bleeding of the emulsified asphalt. In the area of the failure, several strip failure areas would be measured and the average would be calculated to assess the proportion of failure.

All warranty period repairs by the Contractor shall be considered a non-pay item. Failure of the Contractor to coordinate warranty repairs within 45 days of written notice shall warrant the County to move forward with a formal complaint with the Arizona Registrar of Contractors. Furthermore, no future construction contracts shall be awarded to the Contractor if warranty repairs are unresolved.

Existing Pavement Marking Removals:

Prior to the chip seal operations, the Contractor shall remove all existing thermoplastic striping, thermoplastic legends and permanent raised pavement markers within the chip seal limits with a method approved by the Owner's Engineer. When removing the permanent raised pavement markers, the Contractor shall remove excessive adhesive left on the pavement caused from the removal of raised pavement markers. Removal shall be done to the satisfaction of the Owner's Engineer. No extra payment will be made for the removal of the pre-existing pavement thermoplastic markings or raised pavement markers, the cost shall be considered as included in bid Item No. 404.

Placement of Bituminous Material:

It will be the Contractor's responsibility to document the approximate location that each load of asphalt binder is placed. This will help ensure proper application rate. Furthermore, in the event of a binder failure, this will help isolate the installation area for a specific load. This documentation will be turned in to the onsite inspector at the end of each day or prior to production the following day.

Casting Frames & Covers :

All existing frames and casting covers (such as manholes, monumentation, clean outs, water valves, etc.) and all other street hardware items shall be protected from the application of the chip seal by some approved method such as the application of stickum-type paper template placed on each casting prior to the chip seal operations. Diesel fuel application or aggregate/dirt on the above-mentioned covers and hardware is not an acceptable method. Aforementioned casting covers must be cleaned up to existing conditions after chip seal installation. Utility covers damaged by the Contractor shall be repaired or replaced at the Contractor's expense.

Concrete Structures:

The lines of termination of chip seal at the driveways shall be neat and straight. In cases of concrete structures – including, but not limited to gutters, curbs, sidewalks, concrete driveways, low-water crossings, bridge decks, bridge deck joints and cattle guards – adjacent to the pavement to be chip sealed, the Contractor shall provide and install tar paper, or other approved method, at all limits of work. The concrete structures shall be cleaned of excess chip seal to the satisfaction of the County Inspector – this includes curb and gutter.

Chip Seal Pavement Markers:

Prior to placing the chip seal, the Contractor shall install chip seal pavement markers in accordance with ADOT Standard Specification Section 701 and ADOT Standard Drawing M-20 (see **APPENDIX A**), on existing centerline striping, turn lanes, stop bars, edge lines and as

instructed by the Owner's Engineer. The removal of the chip seal markers shall be done by a method acceptable to the Owner's Engineer.

All costs associated with the installation and removal of chip seal pavement markers shall be considered included in the cost of bid Item No. 701.

Excess Cover Material Removal:

All excess cover material shall not be re-used on this or other County projects, and disposal of the excess cover material shall be at the expense of the Contractor.

The use of any sweeper that causes damage to the chip seal coat shall not be permitted. The sweepers shall be self-propelled vacuum, regenerative air, or rear broom pick-up, with water spray bars to reduce dust. The Engineer shall determine which type of sweeper shall be used. If necessary, more than one type of sweeper shall be used. Sidewinder sweepers or brooms that windrow material and do not remove it shall not be used.

Completion of sweeping shall be evidenced by the absence of loose chips in gutters and driveways, and against extruded curbing. Special attention shall be required in sweeping driveways and under and around parked vehicles clear of loose chips. The Contractor shall be responsible for removal of all chips from sidewalks and other affected areas. The Contractor shall provide a sufficient number of sweepers (minimum two) to sweep all streets within 36 hours after spreading screenings (chips) for chip seal coat.

All costs associated with the removal of excess cover material shall be considered included in the cost of bid Item No. 404.

Traffic Control:

Loose gravel signs shall remain on the roadway after chip seal until such time as all sweeping has occurred, and the Owner has approved their removal.

Pilot cars or flagmen with radio communication will be required to maintain at least one lane of traffic at all times, and distance between staging areas for pilot vehicle construction zone shall not be greater than three (3) miles and not to exceed a 15 minute delay.

Full closure of any of the affected roadways will not be permitted unless approved in advance by the Owner's Engineer.

It is important to note that flagging stations shall be required at all roadway access points entering the work zone (whether pilot vehicles are being utilized or not), including, but not limited to, mainline roads, side roads, high volume forest service roads and commercial driveways. Furthermore, when pilot vehicles are utilized low volume forest service roads and

commercial driveways, and multi-user residential driveways shall have “wait for pilot truck” signage.

All costs associated with traffic control shall be considered included in the cost of bid Item No. 701.

Public Notification:

The Contractor shall include as part of the work individual residential and/or commercial notifications on this project. All residences and commercial business directly accessing the roadways included in this project, and including all the cul-de-sacs directly abutting project roadway segments, shall have individual flyers delivered by the Contractor, either by hand or to the doorknobs. The Contractor shall be responsible for additional notification of individual property occupants who are expected to experience interruptions in the use of their driveways or parking limitations on the shoulder of the affected roadways. The Contractor shall provide such occupants with specific details as to the nature and remedies for these driveway and/or parking disruptions. The Owner’s Engineer shall approve all public notifications flyer/handouts. Flyers/handouts shall be distributed to affected occupants a minimum of seven (7) calendar days prior to the commencement of work in that specific area. At no time shall a resident’s driveway access be restricted for more than four (4) hours on any occasion without prior written advance notice by the Contractor to both the County and the occupant. Vehicular access shall be maintained to developed properties at all possible times. During non-working hours, two lanes of traffic, one for each direction, shall be maintained.

All costs associated with public notification shall be considered as included cost of bid Item No. 701.

Final Striping:

Final striping shall not occur any sooner than 15 calendar days after the application of the chip seal coat and shall be completed no more than 30 calendar days after the chip seal application.

Centerline striping shall be 4” wide yellow lines with 3” spacing down the center.

Edge lines shall be 4” wide white lines.

Stop bars shall be 16” wide white lines.

See **APPENDIX B** for striping and pavement marking locations.

Striping Layout:

There is no striping plan for this project. The Contractor will be responsible for the re-establishment of all existing striping and stop bars. All costs associated with striping layout shall be considered as included cost of bid Item No. 925.

See **APPENDIX B (Attachment C)** for changes in the final striping layout for Christopher Creek Loop.

Fire Prevention:

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

Contractor's Yard:

The Owner shall provide land, right-of-way, and easements for all work specified in this contract, except that the Contractor shall provide additional land if required for the erection of temporary construction facilities for storage of his material, together with right of access to same. The Contractor shall not enter or occupy with men, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Engineer damaged by vandalism or theft. The Contractor will take whatever measures are necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

See Section 901 Mobilization for additional information.

Contract Time:

Contractor shall complete all project work within 60 calendar days from the date the Contractor receives the Notice to Proceed from the County.

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.

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.

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 or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

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.

INSPECTOR. An authorized representative of the Owner's Engineer assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

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.

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.

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.

SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

WORK DAY (WORKING DAY). A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Owners Engineer, which requires the presence of an inspector, will be considered and applied as working days.

WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the Owners Engineer, the Contractor shall reimburse the County for all overtime hours.

OVERTIME HOURS. Any and all hours worked which are other than a normal work week. Contractor must give prior written notification to the Owners Engineer, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

OVERTIME PAY. Any and all pay resulting from overtime hours worked.

OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

SUBSTANTIAL COMPLETION. Per Section 105.19 of the ADOT Standard Specifications unless modified herein.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102-01 THRU 102-03 BLANK

102-04 CONTENTS OF PROPOSAL FORMS:

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder must include the entire bid packet.

The plans, specifications, and other documents designated in the proposal whether attached or not to the proposal are considered as a part of and included with the proposal.

102-05 ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
- (c) Contractor default under previous contracts with the Owner.
- (d) Unsatisfactory work on previous contracts with the Owner.

102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. **Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.** It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) without in any way invalidating the unit bid prices.

102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner's Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such

documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished 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**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

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.

This will be the only time, until bid award, this information will be revealed.

102-GC1 DISQUALIFICATION OF BIDDERS:

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

- (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- (c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 102-05.
- (d) Failure to submit all required official bid forms.

102-GC2 PROTESTS:

Only other bidders have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103-01 CONSIDERATION OF PROPOSALS:

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- (a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 102-10.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 102-GC1.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

103-02 THRU 103-03 BLANK

103-04 AWARD OF CONTRACT:

The award of contract, if it is to be awarded, shall be made within sixty (60) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

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.

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 the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. **This agreement is subject to cancellation pursuant to A.R.S. §38-511.**

103-09 FAILURE TO EXECUTE CONTRACT:

Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 103-08 and furnish an acceptable surety bond or bonds within the 10-calendar-day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

SECTION 104 SCOPE OF WORK:

104-01 INTENT OF CONTRACT:

The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

104-02(A) ALTERATION OF WORK AND QUANTITIES:

The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

104-02(B) OMITTED ITEMS:

The Owner's Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 109-05.

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*.

- **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.

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.

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.

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.

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 Contractor 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 Contractor 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's 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

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.

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.

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's 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

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, the 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.

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.

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.

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.

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.

(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.

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.

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.

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.

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.

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.

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**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.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner's Engineer of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: **\$2,000,000 Combined Single Limit of Liability per Occurrence.**

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: **\$2,000,000 Combined Single Limit of Liability per Occurrence.**

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.

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 .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.

(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 and/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.

(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.

(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.

(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.
- (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.

- (I) 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.

(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.

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.

REDUCTION OF LIQUIDATED DAMAGES: Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks A, B, and C within the second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

First 24-hour period: \$10,000.00

Second 24-hour period: \$10,000.00

Third 24-hour period: \$5,000.00

For this example, the total liquidated damage assessment will be \$25,000.00 (\$10,000 + \$10,000 + \$5,000).

107-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner's Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

107-17 NO WAIVER OF LEGAL RIGHTS:

Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

SECTION 108 PROSECUTION AND PROGRESS:**108-01 SUBLETTING OF CONTRACT:**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner's Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner's Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner's Engineer

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: Per Section 108.05 of the ADOT Standard Specifications unless modified herein.

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.

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.

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.

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.

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.

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.

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.

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.
- (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.

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 207 DUST PALLIATIVE:

207-1 Description:

The work under this section shall consist of applying all water required for the control of dust as considered necessary for the safety and convenience of the traveling public, and for the reduction of the dust nuisance to adjacent property.

207-2 Blank

207-3 Construction Requirements:

The use of pressure pumps and spray bars on all sprinkling equipment used for the application of dust palliative will be required. The use of gravity flow spray bars and splash plates will not be permitted.

Water applied for dust control shall be as approved or directed by the Engineer. The contractor shall provide appropriate equipment for effective control of dust.

207-4 Method of Measurement and Basis of Payment:

No measurement will be made for application of dust palliative, including furnishing water and all necessary equipment and labor, the cost being considered as included in contract items.

SECTION 404 BITUMINOUS TREATMENTS:

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

404-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing all materials and applying a chip seal coat in accordance with the requirements of these specifications at the locations specified in

APPENDIX B & C.

404-2.02 Aggregate Materials:

(A) **General:** the first paragraph of the Standard Specifications is revised to read:

The contractor shall provide a source of aggregate material in accordance with the requirements of Section 1001.

404-2.02 Aggregate Materials:

(C) **Cover Material:** the second paragraph of the Standard Specifications is revised to read:

The gradation shall meet the following requirements for Class 2, when tested in accordance with the requirements of Arizona Test Method 201.

404-3.14 Chip Seal Coat: the second paragraph of the Standard Specifications is revised to read: The type of bituminous material shall be **CRS-2P** and shall be applied at the approximate rate of **0.35** gallons per square yard.

404-3.14 Chip Seal Coat: the third paragraph of the Standard Specifications is revised to read: Cover material shall be applied at a rate of **25** lbs per square yard.

404-4 Method of Measurement: of the Standard Specifications is revised to read: Measurement for work under this section shall be made on a per square yard basis.

404-5 Basis of Payment: of the Standard Specifications is revised to read:

The accepted quantity of bituminous treatments, complete in place, measured as provided above, will be paid for at the contract unit price per square yard, and such price shall be full compensation for the work as prescribed and specified herein.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

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

701-4 Method of Measurement: is revised to read:

No measurement shall be made for Maintenance and Protection of Traffic. The contract unit of measurement shall be lump sum.

701-5 Basis of Payment: is revised to read:

Payment for Maintenance and Protection of Traffic shall be lump sum and shall be full compensation for all work necessary to provide Maintenance and Protection of Traffic.

SECTION 708 PERMANENT PAVEMENT MARKINGS:

Permanent Pavement Markings shall be in accordance with Section 708 of the ADOT Standard Specifications, except as modified herein.

See **APPENDIX B** for striping and pavement marking locations.

SECTION 901 MOBILIZATION:

Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications except as modified herein.

The Contractor shall be responsible for providing a construction yard and/or staging area as needed for this project. The cost of shall be included in the cost of Bid Item No. 901.

901-5 Basis of Payment: of the Standard Specifications is revised to read:

Payment for mobilization, measured as provided above, will be made at the contract lump sum price, which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all the work involved as specified herein.

Partial payments under this item will be made in accordance with the following provisions. Reference herein to the adjusted contract shall mean the original contract amount exclusive of mobilization:

The first payment of the lump sum price for mobilization will be paid after the Preconstruction Conference provided that all submissions required under ADOT Standard Specifications Subsection 108.03, as applicable to this contract, are submitted by the contractor at the Preconstruction Conference to the satisfaction of the Engineer. The amount paid for the first partial payment will be in accordance with Table 901-1.

The second payment of the lump sum price for mobilization will be made when the Engineer has determined that a significant amount of equipment has been mobilized to

the project site which will be used to perform portions of the contract work. The amount paid for the second partial payment will be in accordance with Table 901-1.

The third payment of the lump sum price for mobilization will be made on the first estimate following completion of five percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the third payment will be in accordance with Table 901-1.

The fourth payment of the lump sum price for mobilization will be made on the first estimate following completion of 10 percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the fourth payment will be in accordance with Table 901-1.

The total sum of all payment shall not exceed the original contract lump sum price for mobilization, regardless of the fact that the contractor may have, for any reason, shut down its work on the project or moved its equipment away from the project and back again.

TABLE 901-1 AMOUNT ALLOWED FOR MOBILIZATION DURING THE LIFE OF THE CONTRACT		
Contract Amount: \$	% Of Contract	Basis Of Payment
0 - 5,000,000	12% *	25% of the lump sum price for mobilization or 3% of the original contract amount, whichever is less.
5,000,000 +	10% *	25% of the lump sum price for mobilization or 2.5% of the original contract amount, whichever is less.
*If the price bid for mobilization exceeds this percentage, any excess will be paid to the contractor upon completion of the contract.		

The adjustment provisions in Section 104 shall not apply to the item of mobilization.

When other contract items are adjusted as provided in Section 104, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by the contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 104.

When mobilization is not included as a contract item, full compensation for any necessary mobilization required will be considered as included in the prices paid for the various contract items involved and no additional compensation will be made.

SECTION 920 SEAL CRACKS IN ASPHALT CONCRETE PAVEMENT (POLYMER MODIFIED ASPHALT-RUBBER CRACK SEALANT)

920-1 Description:

The work under this item shall consist of furnishing all materials, personnel, and equipment to clean the cracks in the existing asphaltic concrete pavement and seal the cracks with polymer modified asphalt-rubber sealant at the locations shown in **APPENDIX D & E** and in accordance with the following specifications.

920-2 Material Requirements:

The crack sealant shall be a **Type 2**, polymer modified asphalt-rubber crack sealant.

The crack sealant shall be mixture of asphalt cement, ground tire rubber, and polymer. It shall conform to the following requirements for the type specified.

TEST	TEST METHOD	TYPE 1	TYPE 2	TYPE 3
Cone Penetration @ 77°F, range	ASTM D 329	50-80	30-60	15-45
Resilience @ 77°F, minimum	ASTM D 5329	30%	30%	30%
Softening Point, minimum	ASTM D 36	160°F	180°F	190°F
Ductility @ 77°F, minimum	ASTM D 113	30 cm	30 cm	30 cm
Asphalt Compatibility	ASTM D 5329	Pass	Pass	Pass
Bitumen Content, minimum	ASTM D 4	60%	60%	60%
Tensile Adhesion, minimum	ASTM D 5329	500%	500%	500%

Sampling and heating shall be in accordance with ASTM D 5078.

The ground tire rubber shall be free of fabric, wire, or other contaminating materials. The gradation shall be 100% passing the No.8 sieve, and maximum of 5% passing the No. 200 sieve.

The sealant shall be capable of being melted and applied to cracks at temperatures below 400 degrees F. The sealant, when properly heated, shall readily penetrate cracks 1/4 inch or wider. The equipment used shall be designed to provide a continuous supply so that the operations may proceed without delays.

A Certificate of Analysis, conforming to the requirements of Subsection 106.05 of the special provisions, shall be submitted for each lot of sealant. The certificate shall list all test results, and certify that the sealant meets all requirements listed herein. A copy of the certificate shall be supplied with each shipment.

920-3 Construction Requirements:

A.) Preparation of Cracks:

Immediately prior to application of crack sealant, the contractor shall ensure that the cracks are thoroughly cleaned of loose particles, grass, grass roots, weeds, dust, and other deleterious substances by means of high velocity compressed air, or by other methods approved by the Engineer. The crack cleaning equipment shall be approved by the Engineer prior to the beginning of crack cleaning operations.

All cracks to be sealed shall be cleaned to the bottom of the crack, or to a depth of 1-1/2 inches, whichever is less.

All cracks within the entire width of pavement surface, with are 1/4 inch and greater in width, shall be cleaned and sealed.

Unless otherwise directed by the Engineer, cracks with an average clear opening of less than 1/4 inch shall not be cleaned and sealed.

The Engineer shall be the sole judge in determining which cracks shall be sealed.

Crack cleaning shall be inspected and approved by the Engineer prior to the beginning of crack sealant application.

B.) Application of Sealant:

The sealant shall not be applied during wet weather or under conditions which will adversely affect the operations. The sealant shall not be placed in cracks that are wet. If weather conditions are such as to adversely affect the crack sealing, according to the crack sealant manufacturer's recommendations and/or the Engineer's observations, the Engineer may stop the work until conditions improve. Shut downs due to weather conditions shall be at no additional cost to the Department.

The contractor shall place sealant so as to completely fill the crack and form a lap no greater than one inch on each side of the crack. The thickness of the lap shall not exceed 1/16 inch. Immediately after the application, a rubber squeegee or other acceptable means shall be used to level the sealant flush with the existing pavement surface. After cooling, the sealant shall not shrink more than 1/4 inch below the pavement surface.

Sealant shall be heated to between 325°F and 400°F for at least 1/2 hour prior to application. The temperature of the sealant shall be verified by the Engineer. The contractor shall provide certificates on all temperature gauges. The dates of the certificates shall be within the previous three month period.

Traffic shall be kept off the sealed cracks until the crack sealant will not track under the action of traffic. At locations where this is not practical, the contractor shall prevent tracking by applying blotter material to the crack sealant (See **SECTION 921 BLOTTER MATERIAL**).

920-4 Method of Measurement:

Polymer modified asphalt-rubber crack sealant will be measured by the pound.

920-5 Basis of Payment:

The accepted quantity of polymer modified asphalt-rubber crack sealant, measured as provided above, will be paid for at the contract unit price per pound, which shall be full compensation for the work complete in place, including the cleaning of cracks, as described and specified herein at the locations shown in **APPENDIX D & E**.

SECTION 921 BLOTTER MATERIAL**921-1 Description:**

The work under this item shall consist of furnishing all materials, personnel, and equipment to apply blotter material as needed to prevent tracking of the crack sealing application described in **SECTION 920 SEAL CRACKS IN ASPHALT CONCRETE PAVEMENT** and in accordance with the following specifications.

921-2 Material Requirements:

Blotter material shall be natural sand, crushed sand, volcanic cinders, or other approved material and shall be free for deleterious amounts of foreign substance.

The grading shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201.

SIEVE SIZE	PERCENT PASSING
3/8 inch	100
No. 4	80-100
No. 16	45-80
No. 200	0-5.0

921-3 Construction Requirements:

The application of blotter material shall be accomplished by means of a sand slinger or other equipment approved by the Engineer.

The blotter material shall be damp but free of running water at the time of spreading.

If necessary, supplemental spreading or smoothing of the blotter material shall be done by hand.

Blotter material shall not be applied beyond the amount required to prevent tracking of the sealant.

Prior to final acceptance and when ordered by the Engineer, the contractor shall remove and dispose of any excess blotter material. The method of removal and disposal of any excess material shall be the contractor's responsibility.

921-4 Method of Measurement:

Blotter material will be measured by the ton.

920-5 Basis of Payment:

The accepted quantity of blotter material, measured as provided above, will be paid for at the contract unit price per ton, which shall be full compensation for the work complete in place, as described and specified herein.

SECTION 924 FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS)**924-1 Description:**

The work under this item shall serve as a contingency fund for Change Orders, as directed by the Owner's Engineer, in regards to unforeseen conditions and changes to the Scope of Work required to complete the work originally intended.

924-2 Method of Measurement and Basis of Payment:

Measurement and Payment for unforeseen conditions will be made on a Force Account basis in accordance with **SECTION 109-04** of these Special Provisions.

SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:

Construction Surveying and Layout shall be in accordance with Section 925 of the ADOT Standard Specifications unless modified herein.

925-5 Basis of Payment: the first two sentences of the second paragraph of the Standard Specifications are revised to read:

If additional staking and layout are required as a result of additional work ordered by the Engineer, such work will be paid under ITEM 9250101 - ONE-PERSON SURVEY PARTY at the predetermined rate of \$65 per hour, ITEM 9250102 - TWO-PERSON SURVEY PARTY at the predetermined rate of \$100 per hour, ITEM 9250103 - THREE-PERSON SURVEY PARTY at the predetermined rate of \$135 per hour, ITEM 9250106 – SURVEY MANAGER at the predetermined rate of \$100 per hour, and ITEM 9250105 - OFFICE SURVEY TECHNICIAN at the predetermined rate of \$70 per hour.

SECTION 1005 BITUMINOUS MATERIALS:

Bituminous Materials shall be in accordance with Section 1005 of the ADOT Standard Specifications unless modified herein.

1005-2 Sampling of Bituminous Material: the first sentence of the first paragraph of the Standard Specifications is revised to read:

Sampling of bituminous material shall conform to the requirements of Arizona Test Method 103.

TABLE 1005-3a: "Elastic Recovery by means of Ductilometer" is revised and "Note 2" is added in Table 1005-3a of the Standard Specifications:

TABLE 1005-3a
POLYMERIZED CATIONIC RAPID SET (CRS-2P)
EMULSIFIED ASPHALT (1)

Tests on Emulsion:	Test Method	Requirement
Elastic Recovery by means of Ductilometer, 25 °C (77 °F), % minimum	AASHTO T 301 (2)	55
(2) Testing shall be performed on residue by distillation, not on residue by oven evaporation.		



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

CONTRACT FORMS

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

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 021317-1 Timber Region Chip Seal Project**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

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

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within sixty (60) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

If by a Corporation:

(SEAL)

Corporate Name: _____

Corporate Address: _____

Incorporated under the laws of the State of : _____

By (Signature): _____ **Date:** _____

President: _____

Secretary: _____

Treasurer: _____

Invitation for Bids No. 021317-1

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1 to BS-2)

**TIMBER REGION CHIP SEAL PROJECT
GILA COUNTY, ARIZONA**

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

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of \$ _____

WRITTEN TOTAL CONTRACT PRICE

_____ **Dollars**

and _____ **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

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

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
404	Bituminous Treatments	SQ.YD.	275,317		
701	Maintenance and Protection of Traffic	L.SUM	1		
708-W	Permanent Pavement Markings (White)	L.F.	162,080		
708-Y	Permanent Pavement Markings (Yellow)	L.F.	174,264		
901	Mobilization	L.SUM	1		
920	Seal Cracks in Asphalt Concrete Pavement	LB	27,300		
921	Blotter Material	TON	10		
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	\$20,000.00	\$20,000.00
925	Construction Surveying and Layout	L.SUM	1		

Total Base Bid

GILA COUNTY

SURETY (BID) BOND (BB-1)

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,

as Principal, hereinafter called the Principal, and _____,

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

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 021317-1, TIMBER REGION CHIP SEAL PROJECT, PHASE I

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

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

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact
Subscribed and sworn to before me
this ____ day of _____, 20____

My commission expires: _____

Notary Public

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 021317-1-

The applicant submitting this Bid warrants the following:

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

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
_____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services.
- f. Gila County reserves the right to request additional information.

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

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

7. Current Arizona Contractor License Number: _____

Signature of Authorized Representative

Printed Name

Title

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

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

1. **Company:** _____
Contact: _____
Phone: _____
Address: _____
2. **Company:** _____
Contact: _____
Phone: _____
Address: _____
3. **Company:** _____
Contact: _____
Phone: _____
Address: _____
4. **Company:** _____
Contact: _____
Phone: _____
Address: _____

Name of Business

Signature of Authorized Representative

Title

STATE OF ARIZONA)
)ss
COUNTY OF:)

That he is _____
(Title)
of _____ and
(Name of Business)

That neither he nor anyone associated with the said _____

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.

Title

My Commission expires:

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

At the time of the submission of **Invitation for Bid No. 021317-1**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

Name of Business

Signature of Authorized Representative

Title

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2017.

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: Bid No. 021317-Timber Region Chip Seal Project, 1.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Thursday, March 30, 2017**.

GILA COUNTY
CONTRACT NO. 021317-1 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, **2017**, 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. 021317-1, Timber Region Chip Seal Project**, 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 021317-1 will become the Contract Number.

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

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

Contract continued...

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

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

1. **Commercial General Liability – Occurrence Form**

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

Contract continued...

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. Worker's Compensation and Employers' Liability

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

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

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Betty Hurst, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Contract continued...

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE VI - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within **no later than ten (10) Days of the Notice To Proceed**, and shall be completed within the following limits:

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **60 Calendar Days of the commencement date as specified on the Notice To Proceed.**

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

<u>WORK ITEM</u>	<u>DAILY CHARGE PER CALENDAR DAY</u>
All work not complete within the above specified time after start of work.	\$840.00

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

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

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

Contract continued...

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act (**Public Law 101-336, 42 U.S.C. 12101-12213**) and applicable Federal regulations under the Act.

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

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

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

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

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

ARTICLE XI – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

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

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

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

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

CONTRACT NO. 021317-1-TIMBER REGION CHIP SEAL PROJECT

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Tommie C. Martin, 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, administrators, 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: **BID NO. 021317-1-Timber Region Chip Seal Project**, 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 _____, 2017.

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 under 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, administrators, 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: **Bid No. 021317-1-Timber Region Chip Seal Project**, 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 _____, 2017.

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:

BID NO. 021317-1-TIMBER REGION CHIP SEAL PROJECT,

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.

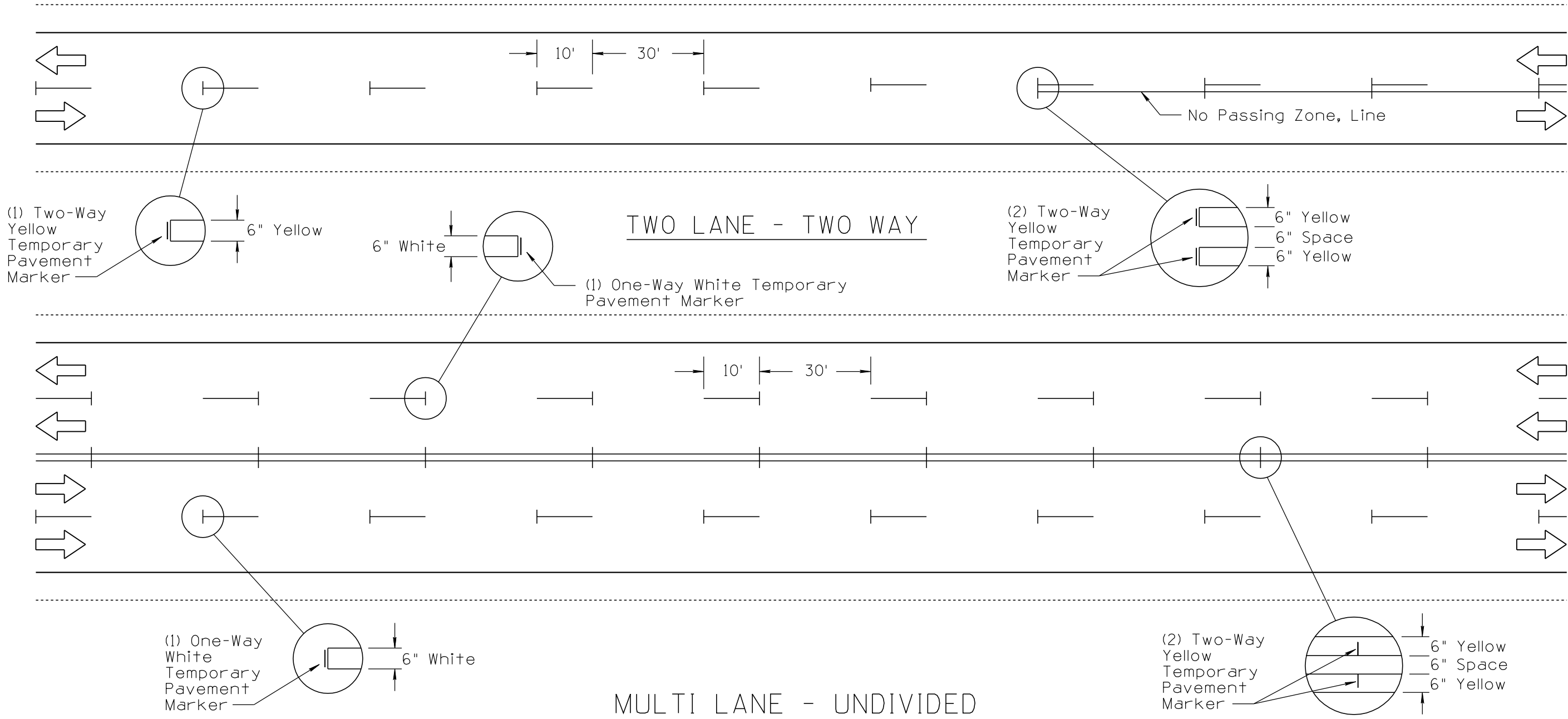
(Officer, Partner, Owner)

Date

APPENDIX A

(REFERENCED STANDARD DETAILS)

NO	DESCRIPTION OF REVISIONS	MADE BY	DATE	NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	RE-ISSUE	L. LOPEZ	2/02	3			
2	CHANGED TEXT CASE, UPDATE BORDER, REVISED NOTES.	L. LOPEZ	6/14	4			



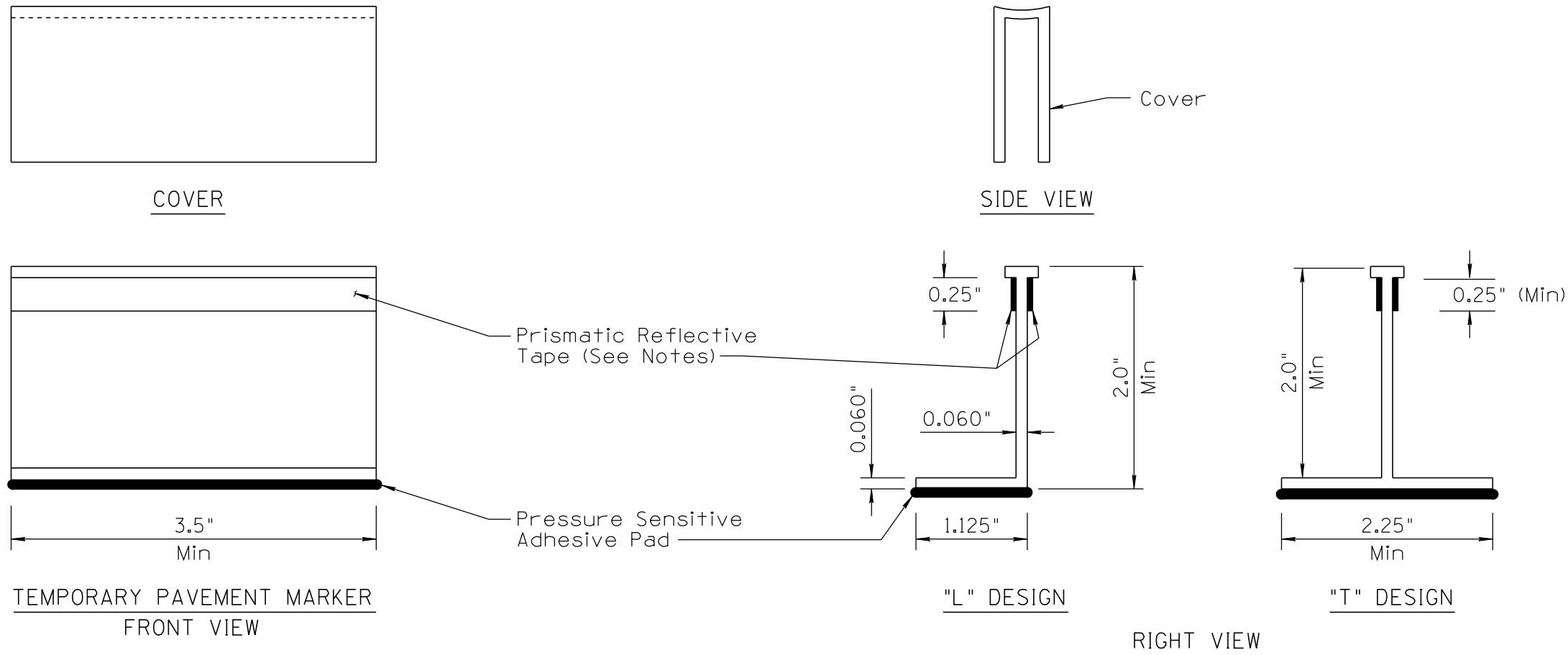
NOTES:

- Chip seal markers are available in both the "L" and "T" designs (see sheet 2) with one or two clear plastic covers. "T" markers should be used on roadways with volumes greater than 5000 ADT.
- The two options shown above (two lane and four lane) are a "minimum" design - one marker per 40 feet. The designer may require two or three markers per 10 foot broken line segment.

NOT TO SCALE

DESIGN APPROVED	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION TRAFFIC SIGNING & MARKING STANDARD DRAWINGS	REVISION 6/14
SIGNATURES		DRAWING NO. M-20
APPROVED FOR DISTRIBUTION	CHIP SEAL MARKER USAGE FOR TEMPORARY MARKINGS	SHEET NO. 1 of 2
ON FILE		

NO	RE-ISSUE	DESCRIPTION OF REVISIONS	MADE BY	DATE	NO	DATE	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	RE-ISSUE	CHANGED TEXT CASE, UPDATE BORDER, REVISED NOTES AND CALLOUTS.	L. LOPEZ	2/02	3	6/14			
2			L. LOPEZ		4				



TEMPORARY PAVEMENT MARKER AND COVER DETAIL

INSTALLATION INSTRUCTIONS:

- For two lane and four lane roadways, the temporary pavement marker with clear plastic shall be placed on existing striping prior to any work being done on the pavement. Three lane or five lane roadways may optionally be temporarily marked as two lanes or four lanes respectively during paving operations with the approval of the Engineer.
- Temporary pavement markers shall be placed with reflective side facing oncoming traffic.
- After the asphalt and chips are applied to the pavement, remove the outermost plastic cover to expose the reflective tape.
- Spacing between double markers will vary in accordance with the pavement marking plans.
- If the pavement surface is slightly moist, or the surface temperature is below 60° F, or the physical condition of the pavement is questionable, a spray adhesive primer shall be applied to the pavement surface prior to the application of the markers. The spray primer shall be per the type recommended by the manufacturer of the marker.

MARKER TYPES SHALL BE AS FOLLOWS:

- Yellow markers shall have yellow bodies and yellow reflective sheeting.
- White markers shall have white bodies and white reflective sheeting.
- The clear plastic cover may vary from one manufacturer to another. The configuration and dimensions of the cover shall be sufficient to protect the reflective face from applied oils and pavements. Some applications will require a double cover.
- Chip seal markers should not be used as barrier markers.

NOT TO SCALE

DESIGN APPROVED	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION TRAFFIC SIGNING & MARKING STANDARD DRAWINGS	REVISION
SIGNATURES		6/14
APPROVED FOR DISTRIBUTION	CHIP SEAL MARKER USAGE FOR TEMPORARY MARKINGS	DRAWING NO.
ON FILE		M-20
		SHEET NO.
		2 of 2

APPENDIX B

ATTACHMENT "A"

CHIP SEAL LOCATIONS

<u>LOCATION</u>	WIDTH <u>(FT)</u>	LENGTH <u>(FT)</u>	AREA <u>(SQ YD)</u>
CONTROL RD	24	10,560	28,160
JOHNSON BLVD	19.5	120	260
CHRISTOPHER CRK - A	24	6,864	18,304
CHRISTOPHER CRK - B	40	3,696	16,427
HUNTER CRK	24	5,808	15,488
FS 512 - TOP	24	16,896	45,056
FS 512 - BOTTOM - A	30	6,864	22,880
FS 512 - BOTTOM - B	33	18,480	67,760
COLCORD - A	24	11,088	29,568
COLCORD - B	26	6,336	<u>18,304</u>
		SUBTOTAL	262,207
		5% OF TOTAL	<u>13,110</u>
		TOTAL	275,317

ATTACHMENT "B"

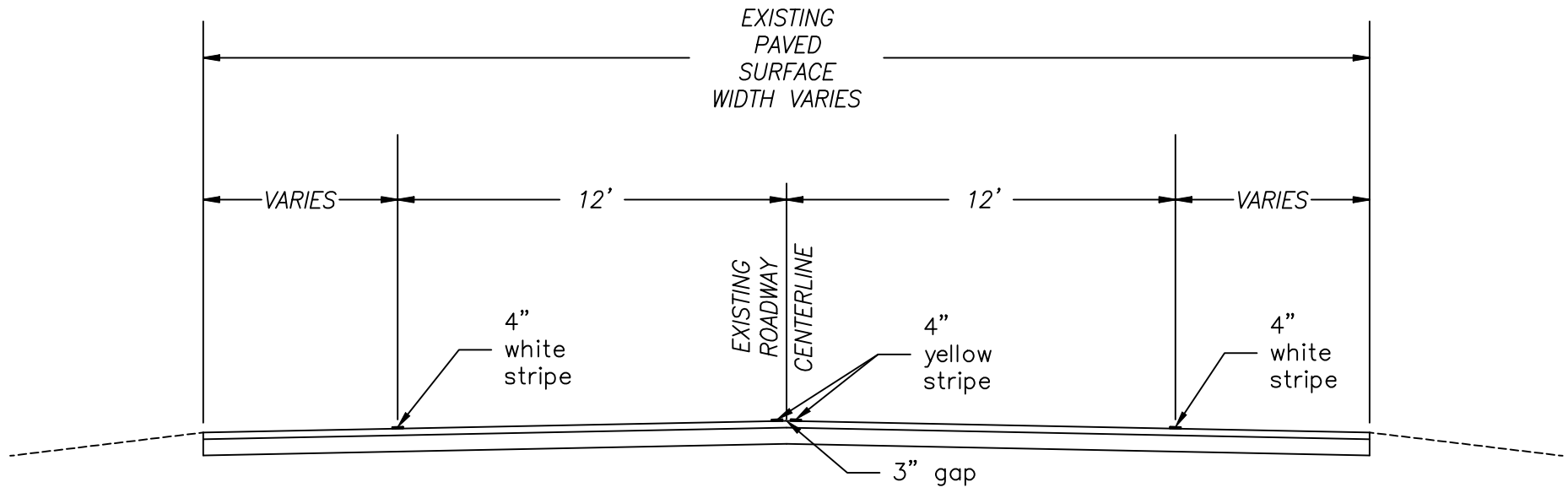
STRIPING AND PAVEMENT MARKING SUMMARY

<u>LOCATION</u>	<u>TYPE</u>	<u>COLOR</u>	APPLIED WIDTH <u>(INCHES)</u>	4" EQUIVALENT <u>(L.F.)</u>
CONTROL RD	DOUBLE "CENTERLINE"	YELLOW	4	21,120
CONTROL RD	EDGE LINE	WHITE	4	21,120
JOHNSON BLVD	STOP BAR	WHITE	16	48
JOHNSON BLVD	EDGE LINE	WHITE	4	232
CHRISTOPHER CRK	DOUBLE "CENTERLINE"	YELLOW	4	22,200
CHRISTOPHER CRK	EDGE LINE	WHITE	4	21,120
HUNTER CRK	STOP BAR	WHITE	16	136
HUNTER CRK	DOUBLE "CENTERLINE"	YELLOW	4	11,616
FS512 - TOP	STOP BAR	WHITE	16	96
FS512 - TOP	DOUBLE "CENTERLINE"	YELLOW	4	33,792
FS512 - TOP	EDGE LINE	WHITE	4	33,792
FS512 - BOTTOM	DOUBLE "CENTERLINE"	YELLOW	4	50,688
FS512 - BOTTOM	EDGE LINE	WHITE	4	50,688
COLCORD RD	DOUBLE "CENTERLINE"	YELLOW	4	34,848
COLCORD RD	EDGE LINE	WHITE	4	34,848

Estimated total of 4" equivalent white (L.F.) **162,080**

Estimated total of 4" equivalent yellow (L.F.) **174,264**

ATTACHMENT "C"



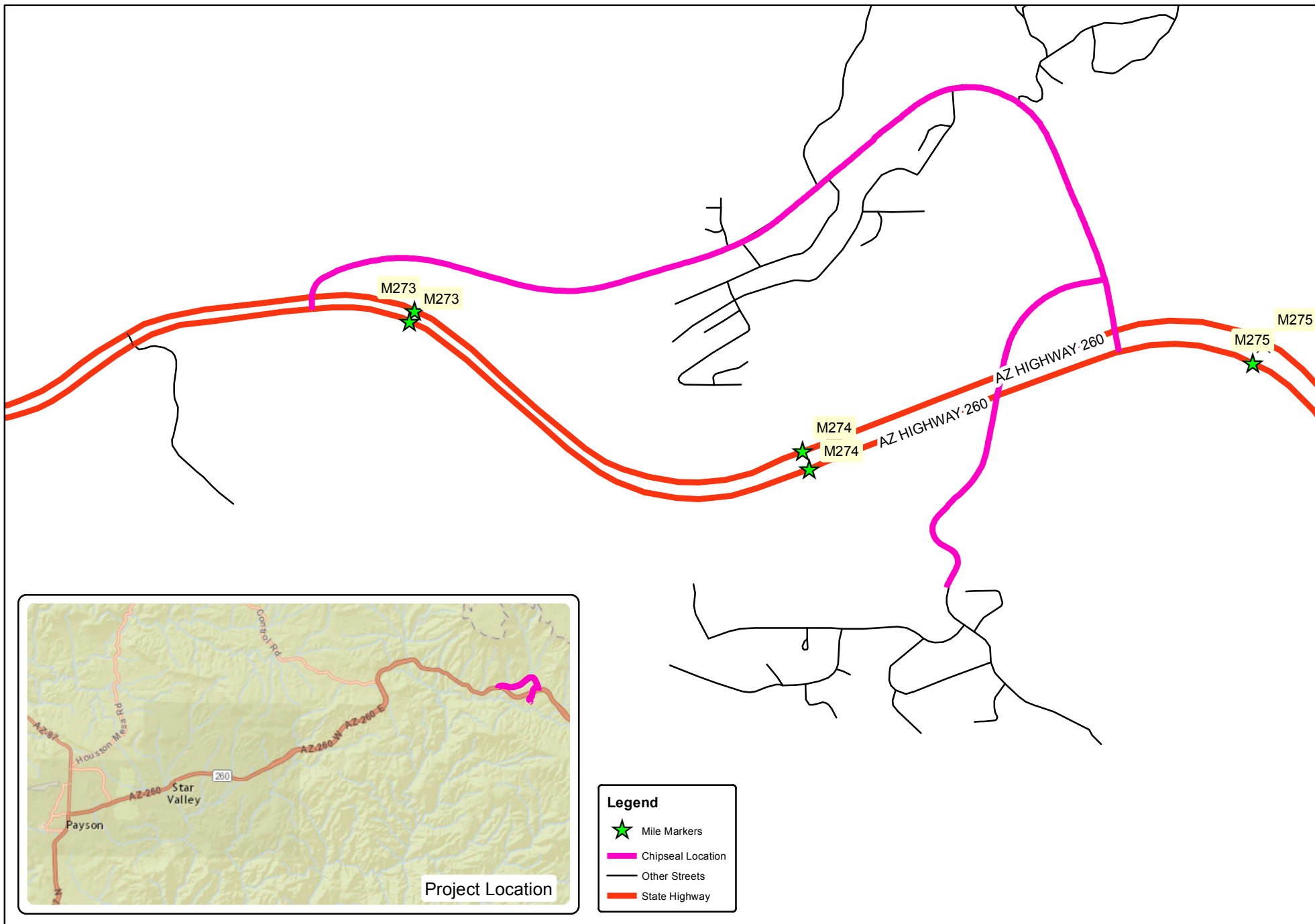
TYPICAL SECTION

NOTE:

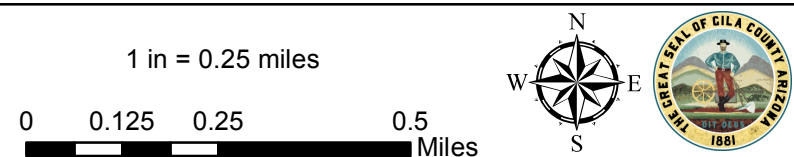
THE INTENT OF THIS TYPICAL SECTION IS TO SHOW THE CHANGE IN STRIPING AFTER THE APPLICATION OF THE CHIP SEAL COAT FOR CHRISTOPHER CREEK LOOP. AREAS WHERE EXISTING CONTINUOUS TURN LANES AND DEDICATED TURN LANES (BOTH RIGHT AND LEFT) WILL BE REVISED AS SHOWN ON THE ABOVE TYPICAL SECTION.

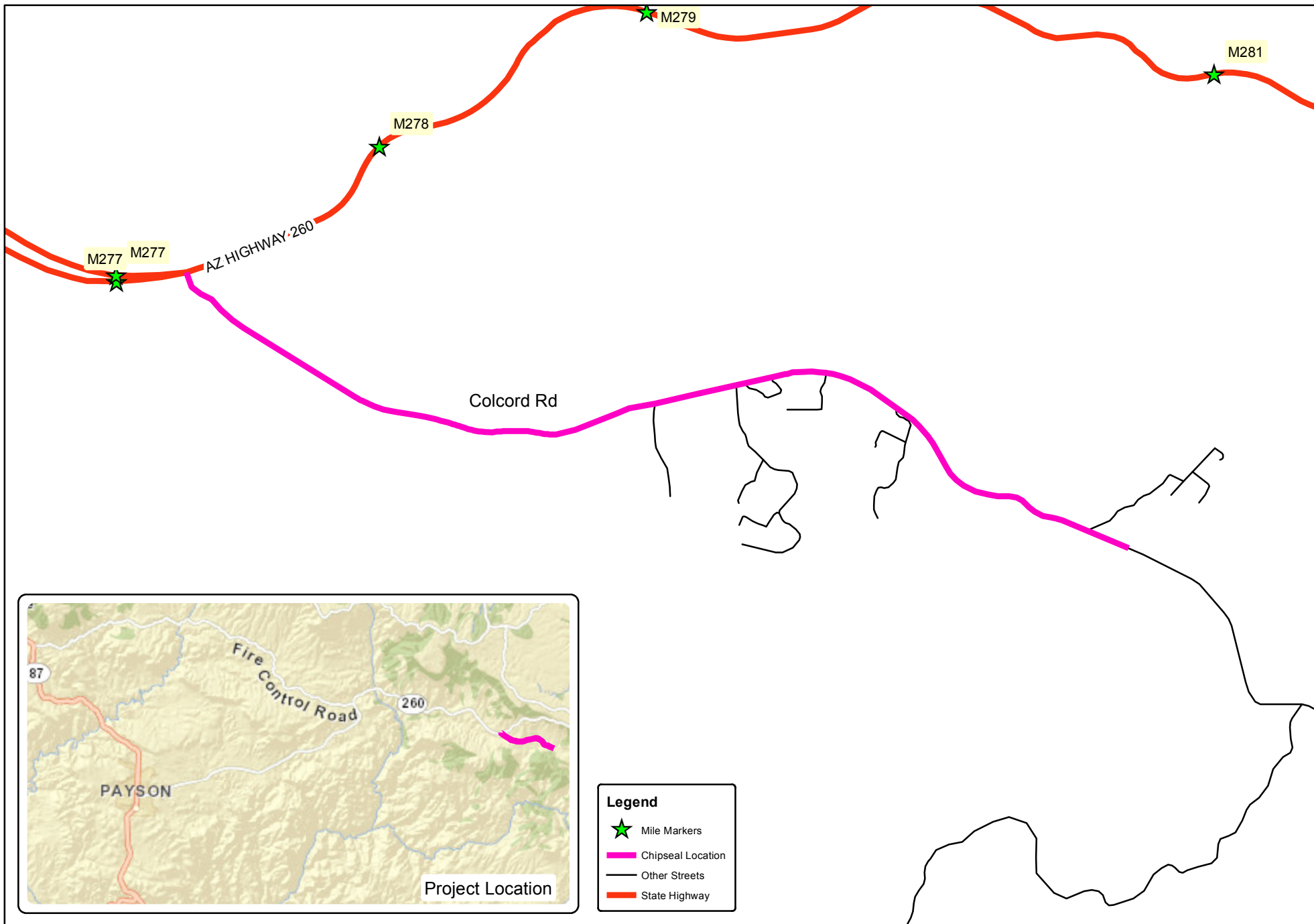
APPENDIX C

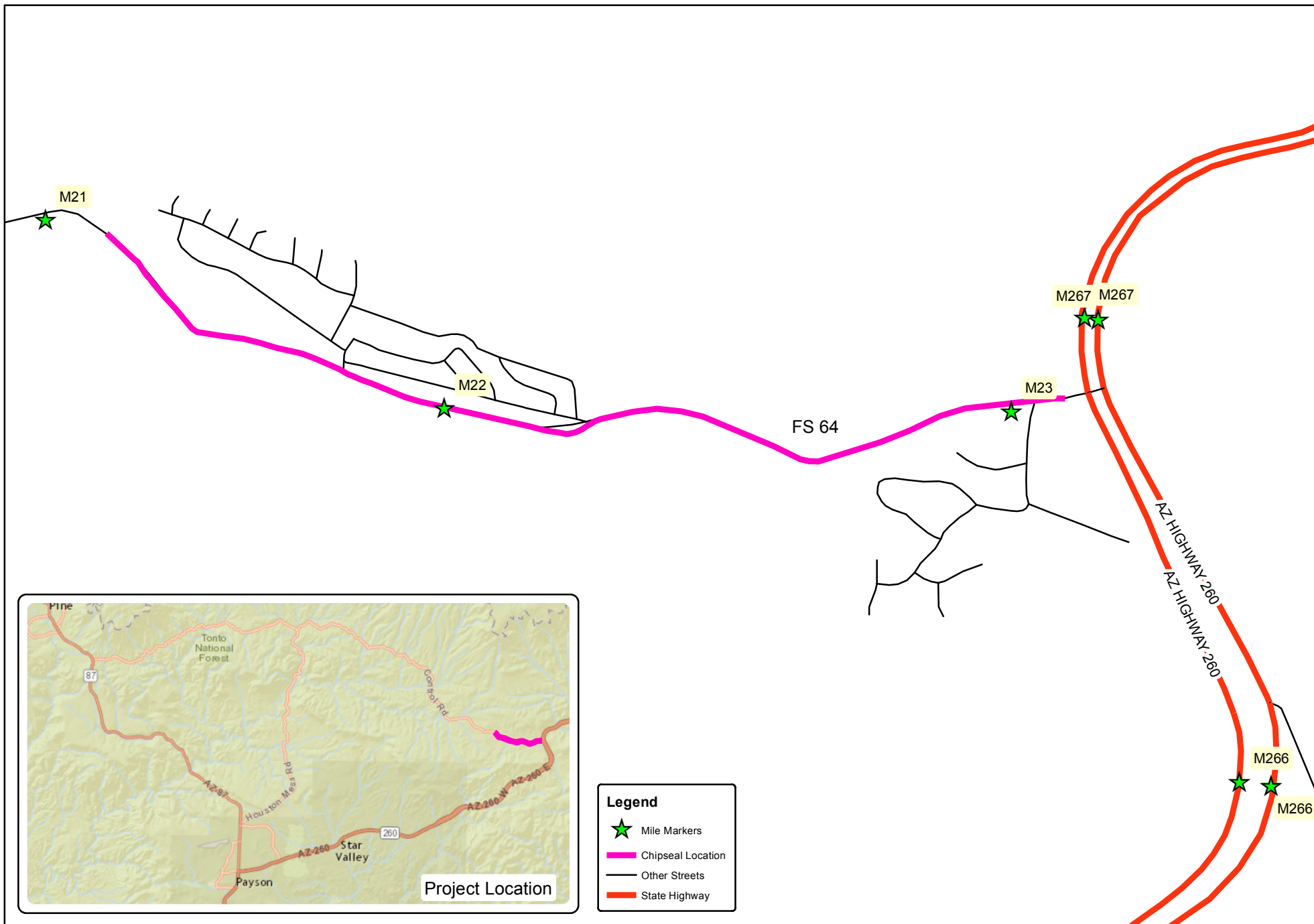
(CHIP SEAL LOCATION MAPS)



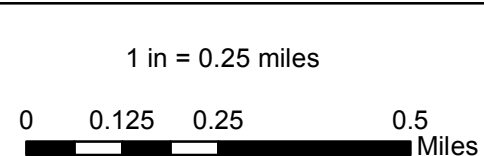
Christopher Creek Loop & Hunter Creek Dr

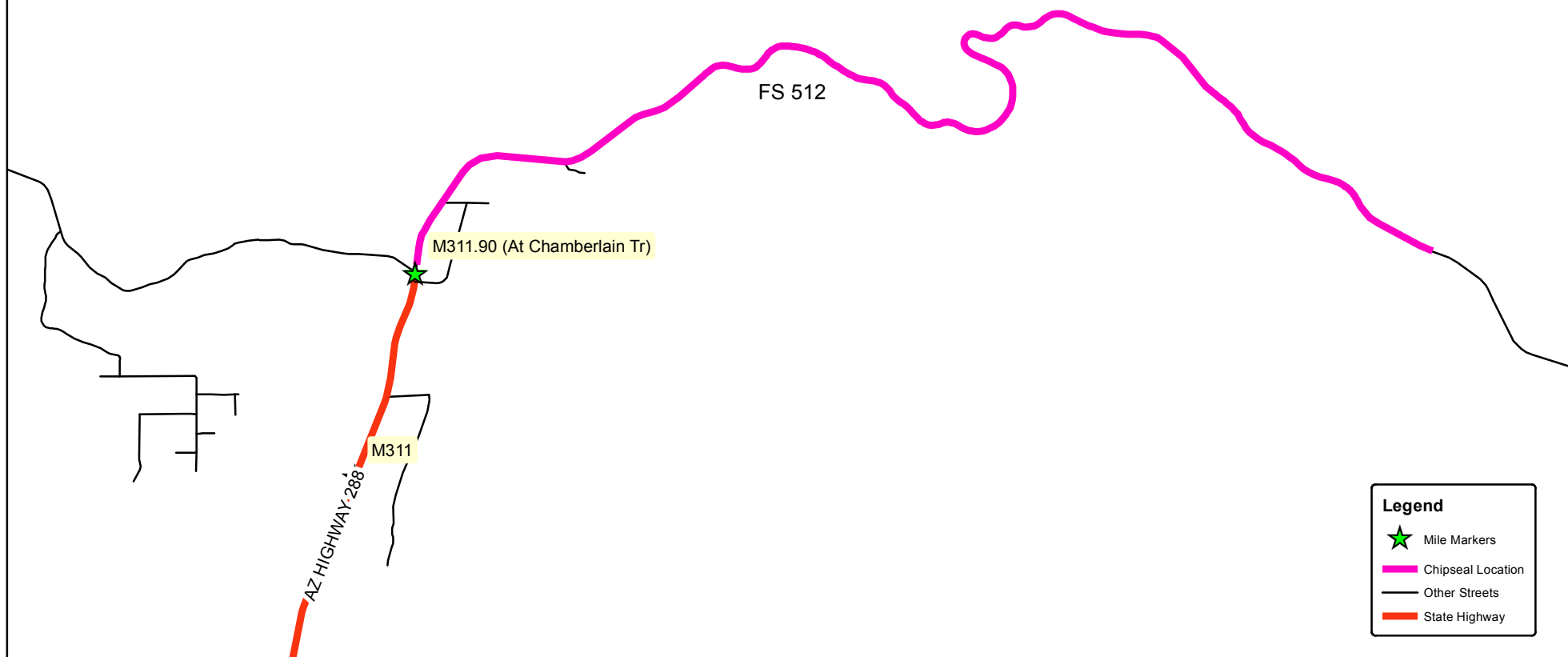
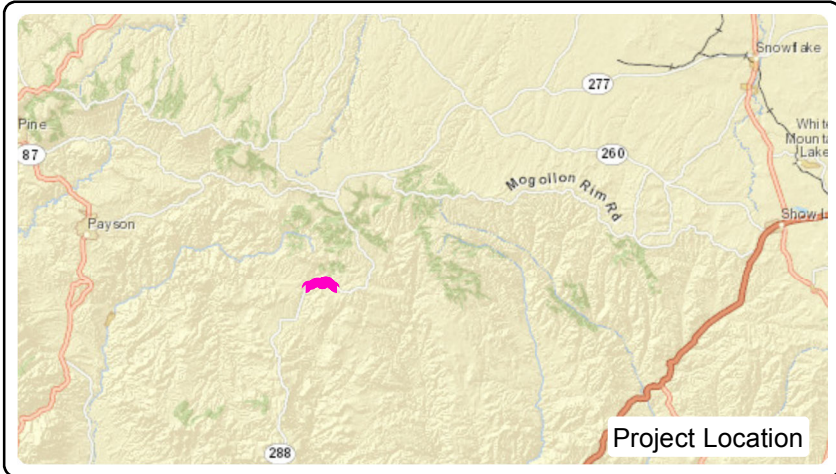




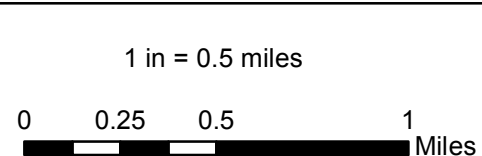


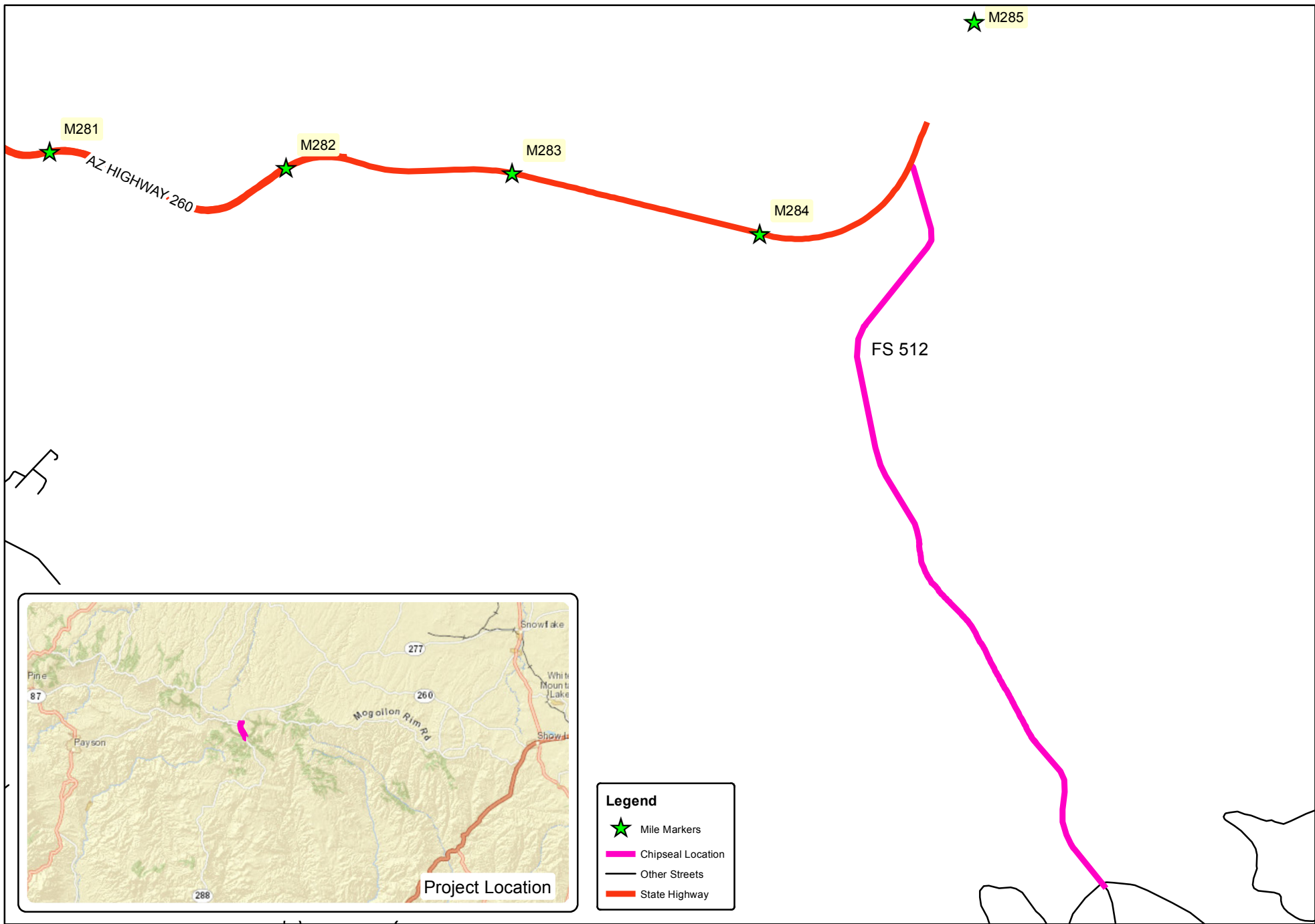
FS 64 - Control Road & Johnson Blvd





FS 512 - Bottom





FS 512 - Top

APPENDIX D

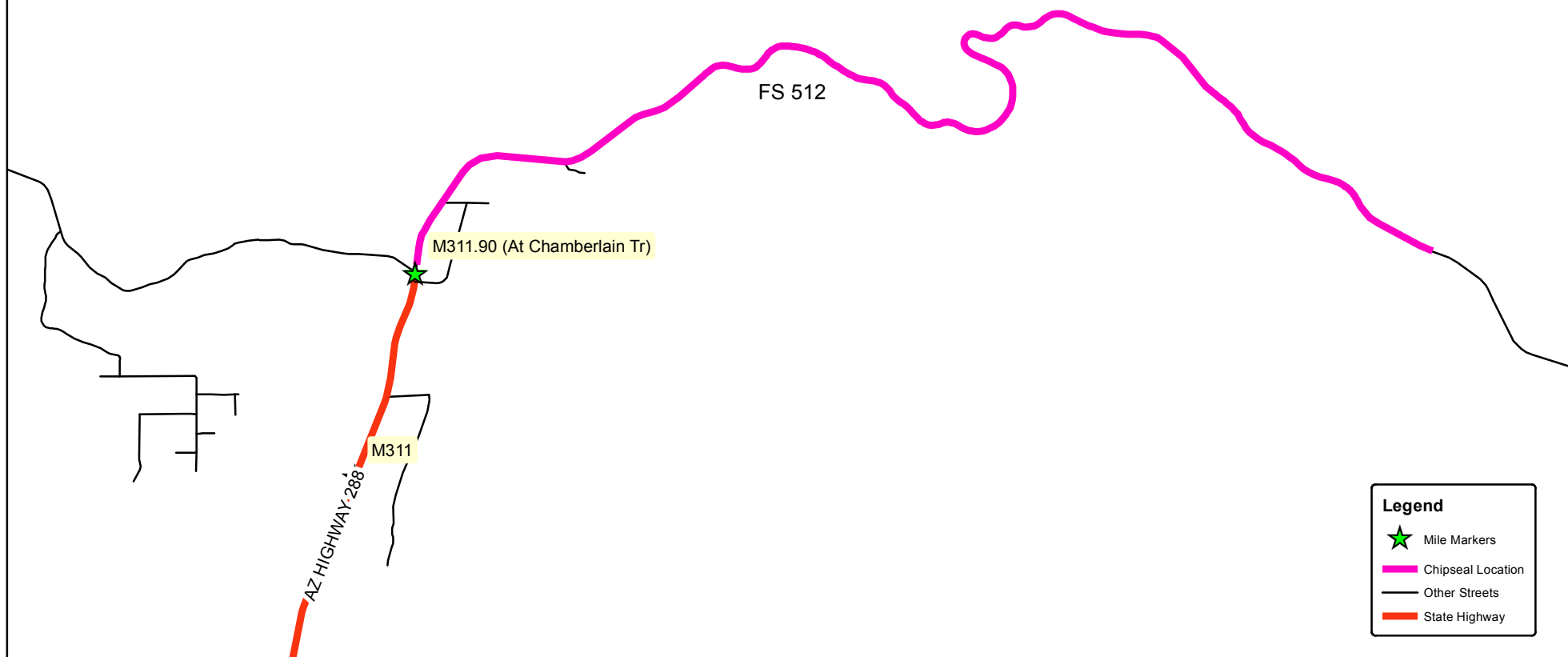
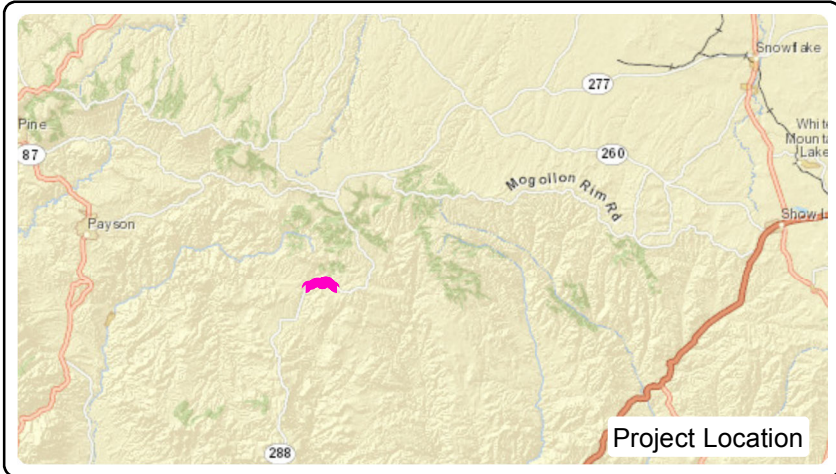
(CRACK SEAL LOCATIONS)

CRACK SEAL LOCATIONS

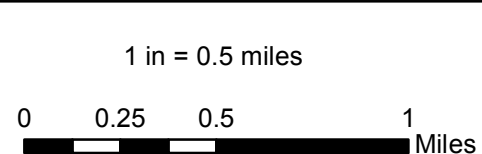
<u>LOCATION</u>	WIDTH (<u>FT</u>)	LENGTH (<u>FT</u>)	AREA (<u>SQ YD</u>)
FS 512 - BOTTOM - A	30	6,864	22,880
FS 512 - BOTTOM - B	33	18,480	<u>67,760</u>
		TOTAL	90,640

APPENDIX E

(CRACK SEAL LOCATION MAP)



FS 512 - Bottom





GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

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

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

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

ARF-4208

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 03/07/2017

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates 50 Days from Grant?: No

Begin & End: Commencement
Date in Notice To
Proceed

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bids No.021517-Copper Region Chip Seal Project

Background Information

The roadways to be chip sealed were decided upon by a Road Safety Audit. The work consists of the application of a chip seal coat on the following roadways within the southern region of Gila County: Jesse Hayes Rd. Acoma Ave, Hopi Ave, Navajo Ave, Yucca Place, Kiva Ave, Zuni St., Taos St., Pueblo St., Grand View Drive, Wever Circle and Pinal View Drive. The total estimated quantity of area to be chip sealed is 35,001 square yards.

Evaluation

The application of a chip seal coat on the roadways identified above will help prolong the life of the existing asphalt surface.

Conclusion

It is in the best interest of Gila County to chip seal the roadways identified above at this time. If the work is not done soon, it will be more expensive to repair these roadways due to continual degradation.

Recommendation

It is the recommendation of the Finance Director and the Public Works Division Director that the Board of Supervisors authorize the advertisement of Invitation for Bids No.021517-Copper Region Chip Seal Project to be published for two consecutive weeks in the Arizona Silver Belt newspaper.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids
No. 021517-Copper Region Chip Seal Project. **(James Menlove/Steve Sanders)**

Attachments

Approval as to Form

Request to Advertise

IFB 021517-Copper Region Chip Seal Project



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS**

COPPER REGION CHIP SEAL PROJECT

BID CALL 021517

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Tommie C. Martin, Chairman
Timothy Humphrey, Vice Chairman
Woody Cline, Member**

COUNTY MANAGER

John Nelson.

PUBLIC WORKS DIRECTOR

Steve Sanders



**INVITATION FOR BIDS
BID CALL NO. 021517**

Sealed bids will be received by **Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501**, until **3:30 P.M. (AZ Time), Thursday, March 30, 2017** for the **Copper Region Chip Seal Project Bid No. 021517, GILA COUNTY, ARIZONA**, in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 3:30 P.M. The Bids will be publicly opened and read aloud at 3:30 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.

Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services, 928-402-8612, Gila County Public Works Division, 745 North Rose Mofford Way, Globe, AZ.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**COPPER REGION CHIP SEAL PROJECT, ARIZONA BID CALL NO. 021517**". All Bids shall be mailed or delivered to the **Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501**. Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

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: **March 15, 2017 and March 22, 2017**

Signed: _____
Tommie C. Martin, 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: ____/____/____

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. No forms shall be detached from the bid packet. The proposal must include the entire bid packet, in triplicate, and the following forms, **all with original signatures**, must accompany the bidders proposal:

- Bid Proposal (pages 62 to 64)
- Bid Schedule (pages 65 to 66)
- Surety (Bid) Bond (page 67)
- Qualification & Certification Form (pages 68 to 69)
- Reference List (pages 70)
- Affidavit of Non-Collusion (page 71)
- Subcontracting Certification (page 72)
- Check List & Addenda Acknowledgment (page 73)
- Contract (pages 74-80)
- Contract Performance Bond (page 81)
- Labor and Materials Bond (page 82)
- Contract Performance Warranty (page 83)
- 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. 021517 - Copper Region Chip Seal Project**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Thursday, March 30, 2017, 3:30 P.M.** on the date specified herein, to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 3:30 P.M. AZ Time, Thursday, March 30, 2017. Bids will be opened at 3:30 P.M., Thursday, March 30, 2017.**
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.

5. **Plans and Specifications** - Plans, specifications and all other documents required by bidders may be obtained at the address shown below. **A deposit of \$20 per set, and \$10 for mailing is required, \$20 of which will be refunded upon return of the documents in good, usable order within seven (7) days of bid award. Payment shall be by check or money order only. No cash will be accepted.**

Gila County
Public Works Division
745 North Rose Mofford Way
Globe, Arizona 85501

6. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
7. **Bid Opening Information** – “As Read” Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.
8. **Request for Clarifications**
Requests for clarification shall be made to Betty Hurst, Contracts Administrator at bhurst@gilacountyaz.gov in writing (phone: 928-402-4355, fax: 928-402-4386) submitted no later than 3:30 P.M., AZ time, on Thursday, March 23, 2017. A response will be issued to all plan holders no later than 3:30 P.M., AZ time, on Monday, March 27, 2017.

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SPECIAL PROVISIONS
FOR
COPPER REGION CHIP SEAL PROJECT

The proposed work is located in the southern part of Gila County. The work consists of placing a chip seal coat on each of the following streets: Hopi Avenue, Yucca Place, Kiva Avenue, Pueblo Street, Navajo Avenue, Zuni Street, Taos Street, Acoma Avenue, Jesse Hayes Road, Pinal View Drive, Wever Circle and Grand View Drive (see **APPENDIX B & C**). The total estimated area to receive a chip seal coat is 35,001 square yards.

SPECIFICATIONS:

These Special Provisions reference certain Standard Specifications and Standard Details developed by the Maricopa Association of Governments (MAG) and the Arizona Department of Transportation (ADOT). The following separate documents shall be used accordingly:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008.

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

Arizona Department of Transportation, Traffic Signing & Marking Standard Drawings, current edition.

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

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

GENERAL REQUIREMENTS:

Contractor Quality Control:

The Contractor is responsible for all laboratory tests and certifications to assure that the chip material is in conformance to the requirements set forth in these specifications.

Representative samples of the aggregate cover material shall be taken under the direct supervision of the Contractor's Engineer on a daily basis, and the certified laboratory test results and certificates of compliance submitted to the Owner's Engineer.

The Owner's Engineer may reject delivered chip material if, in his/her opinion, the delivered material differs significantly from the representative sample or appears to be excessively dirty.

No separate payment will be made for Contractor Quality Control, the cost being considered as included in bid Item No. 404.

Chip Seal Warranty:

The Contractor shall be responsible for the successful placement of the chip seal coat regardless of temperatures or material compliance, and shall guarantee the success of the chip seal coat.

All portions of the work under this contract shall be guaranteed for workmanship and materials for a period of **ONE** year from the date of final acceptance of the product by the Owner.

Stripping of cover material and/or bleeding of the emulsified asphalt (CRS-2P) on any portion of the chip seal area, as determined by the Owner, shall be defined as chip seal failure. Failure of the chip seal area and the severity of the failure shall direct the extent of the warrant repairs. Repair requirements for chip seal failure due to workmanship and/or materials shall be defined as follows:

- a.) If random or strip area(s) of chip seal failure occur(s) less than 20% by area, the Contractor shall fully repair the specific failure area(s) via reapplication of CRS-2P and aggregate per the technical specifications.
- b.) If random or strip area(s) of chip seal failure occur(s) over 20% but less than 50%, by area, the Contractor shall fully repair the specific travel lane(s) where the failure exists via reapplication of CRS-2P and aggregate per the technical specifications.
- c.) If random or strip area(s) of chip seal failure occur(s) over 50%, by area, the Contractor shall fully repair all travel lane(s) where the failure exists via reapplication of CRS-2P and aggregate per the technical specifications.

Random failure is characterized by irregular patterns of missing cover chips and/or irregular patterns of bleeding areas. Random chip seal failure shall be weighted as the percent of chip seal failure spots within a given 1' by 1' area, either by stripping of cover material and/or bleeding of the emulsified asphalt. In the area of this failure, several random failure areas would be measured and the average would be calculated to assess the proportion of failure.

Strip failure is characterized by regular patterns of missing cover chips and/or regular patterns of bleeding areas. Strip chip seal failure shall be weighted as the percent of chip seal failure spots within the width of the travel lane, by stripping of cover material and/or bleeding of the emulsified asphalt. In the area of the failure, several strip failure areas would be measured and the average would be calculated to assess the proportion of failure.

All warranty period repairs by the Contractor shall be considered a non-pay item. Failure of the Contractor to coordinate warranty repairs within 45 days of written notice shall warrant the County to move forward with a formal complaint with the Arizona Registrar of Contractors.

Furthermore, no future construction contracts shall be awarded to the Contractor if warranty repairs are unresolved.

Existing Pavement Marking Removals:

Prior to the chip seal operations, the Contractor shall remove all existing thermoplastic striping, thermoplastic legends and permanent raised pavement markers within the chip seal limits with a method approved by the Owner's Engineer. When removing the permanent raised pavement markers, the Contractor shall remove excessive adhesive left on the pavement caused from the removal of raised pavement markers. Removal shall be done to the satisfaction of the Owner's Engineer. No extra payment will be made for the removal of the pre-existing pavement thermoplastic markings or raised pavement markers, the cost shall be considered as included in bid Item No. 404.

Placement of Bituminous Material:

It will be the Contractor's responsibility to document the approximate location that each load of asphalt binder is placed. This will help ensure proper application rate. Furthermore, in the event of a binder failure, this will help isolate the installation area for a specific load. This documentation will be turned in to the onsite inspector at the end of each day or prior to production the following day.

Casting Frames & Covers:

All existing frames and casting covers (such as manholes, monumentation, clean outs, water valves, etc.) and all other street hardware items shall be protected from the application of the chip seal by some approved method such as the application of stickum-type paper template placed on each casting prior to the chip seal operations. Diesel fuel application or aggregate/dirt on the above-mentioned covers and hardware is not an acceptable method. Aforementioned casting covers must be cleaned up to existing conditions after chip seal installation. Utility covers damaged by the Contractor shall be repaired or replaced at the Contractor's expense.

Concrete Structures:

The lines of termination of chip seal at the driveways shall be neat and straight. In cases of concrete structures – including, but not limited to gutters, curbs, sidewalks, concrete driveways, low-water crossings, bridge decks, bridge deck joints and cattle guards – adjacent to the pavement to be chip sealed, the Contractor shall provide and install tar paper, or other approved method, at all limits of work. The concrete structures shall be cleaned of excess chip seal to the satisfaction of the County Inspector – this includes curb and gutter.

Chip Seal Pavement Markers:

Prior to placing the chip seal, the Contractor shall install chip seal pavement markers in accordance with ADOT Standard Specification Section 701 and ADOT Standard Drawing M-20 (see **APPENDIX A**), on existing centerline striping, turn lanes, stop bars, edge lines and as

instructed by the Owner's Engineer. The removal of the chip seal markers shall be done by a method acceptable to the Owner's Engineer.

All costs associated with the installation and removal of chip seal pavement markers shall be considered included in the cost of bid Item No. 701.

Excess Cover Material Removal:

Kick brooms will not be allowed on this project. All excess cover material shall not be re-used on this or other County projects, and disposal of the excess cover material shall be at the expense of the Contractor.

The use of any sweeper that causes damage to the chip seal coat shall not be permitted. The sweepers shall be self-propelled vacuum, regenerative air, or rear broom pick-up, with water spray bars to reduce dust. The Engineer shall determine which type of sweeper shall be used. If necessary, more than one type of sweeper shall be used. Sidewinder sweepers or brooms that windrow material and do not remove it shall not be used.

Completion of sweeping shall be evidenced by the absence of loose chips in gutters and driveways, and against extruded curbing. Special attention shall be required in sweeping driveways and under and around parked vehicles clear of loose chips. The Contractor shall be responsible for removal of all chips from sidewalks and other affected areas. The Contractor shall provide a sufficient number of sweepers (minimum two) to sweep all streets within 36 hours after spreading screenings (chips) for chip seal coat.

All costs associated with the removal of excess cover material shall be considered included in the cost of bid Item No. 404.

Traffic Control:

Loose gravel signs shall remain on the roadway after chip seal until such time as all sweeping has occurred, and the Owner has approved their removal.

Pilot cars or flagmen with radio communication will be required to maintain at least one lane of traffic at all times.

Delays to the traveling public due to construction activities shall not exceed 15 minutes.

Full closure of any of the affected roadways will not be permitted unless approved in advance by the Owner's Engineer.

It is important to note that flagging stations shall be required at all roadway access points entering the work zone (whether pilot vehicles are being utilized or not), including, but not limited to, mainline roads, side roads and commercial driveways. Furthermore, when pilot

vehicles are utilized, commercial driveways and multi-user residential driveways shall have “wait for pilot truck” signage.

All costs associated with traffic control shall be considered included in the cost of bid Item No. 701.

Public Notification:

The Contractor shall include as part of the work individual residential and/or commercial notifications on this project. All residences and commercial business directly accessing the roadways included in this project, and including all the cul-de-sacs directly abutting project roadway segments, shall have individual flyers delivered by the Contractor, either by hand or to the doorknobs. The Contractor shall be responsible for additional notification of individual property occupants who are expected to experience interruptions in the use of their driveways or parking limitations on the shoulder of the affected roadways. The Contractor shall provide such occupants with specific details as to the nature and remedies for these driveway and/or parking disruptions. The Owner’s Engineer shall approve all public notifications flyer/handouts. Flyers/handouts shall be distributed to affected occupants a minimum of seven (7) calendar days prior to the commencement of work in that specific area. At no time shall a resident’s driveway access be restricted for more than four (4) hours on any occasion without prior written advance notice by the Contractor to both the County and the occupant. Vehicular access shall be maintained to developed properties at all possible times. During non-working hours, two lanes of traffic, one for each direction, shall be maintained.

All costs associated with public notification shall be considered as included cost of bid Item No. 701.

Final Striping:

Final striping and pavement marking shall not occur any sooner than 15 calendar days after the application of the chip seal coat and shall be completed no more than 30 calendar days after the chip seal application.

Centerline striping shall be 4” wide yellow lines with a 3” spacing down the center.

Edge lines shall be 4” wide white lines.

Stop bars shall be 16” wide white lines.

See **APPENDIX B** for striping and pavement marking locations.

Striping Layout:

There is no striping plan for this project. The Contractor will be responsible for the re-establishment of all existing striping and stop bars. All costs associated with striping layout shall be considered as included cost of bid Item No. 925.

Fire Prevention:

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

Contractor's Yard:

The Owner shall provide land, right-of-way, and easements for all work specified in this contract, except that the Contractor shall provide additional land if required for the erection of temporary construction facilities for storage of his material, together with right of access to same. The Contractor shall not enter or occupy with men, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Engineer damaged by vandalism or theft. The Contractor will take whatever measures are necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

See Section 901 Mobilization for additional information.

Contract Time:

Contractor shall complete all project work within 50 calendar days from the date the Contractor receives the Notice to Proceed from the County.

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.

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.

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 or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

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.

INSPECTOR. An authorized representative of the Owner's Engineer assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

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.

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.

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.

SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

WORK DAY (WORKING DAY). A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Owners Engineer, which requires the presence of an inspector, will be considered and applied as working days.

WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the Owners Engineer, the Contractor shall reimburse the County for all overtime hours.

OVERTIME HOURS. Any and all hours worked which are other than a normal work week. Contractor must give prior written notification to the Owners Engineer, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

OVERTIME PAY. Any and all pay resulting from overtime hours worked.

OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

SUBSTANTIAL COMPLETION. Per Section 105.19 of the ADOT Standard Specifications unless modified herein.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102-01 THRU 102-03 BLANK

102-04 CONTENTS OF PROPOSAL FORMS:

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder must include the entire bid packet.

The plans, specifications, and other documents designated in the proposal whether attached or not to the proposal are considered as a part of and included with the proposal.

102-05 ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
- (c) Contractor default under previous contracts with the Owner.
- (d) Unsatisfactory work on previous contracts with the Owner.

102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. **Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.** It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) without in any way invalidating the unit bid prices.

102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner's Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished 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

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

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.

This will be the only time, until bid award, this information will be revealed.

102-GC1 DISQUALIFICATION OF BIDDERS:

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

- (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- (c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 102-05.

- (d) Failure to submit all required official bid forms.

102-GC2 PROTESTS:

Only other bidders have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors.

A protest must be in writing and must include:

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103-01 CONSIDERATION OF PROPOSALS:

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- (a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 102-10.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 102-GC1.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

103-02 THRU 103-03 BLANK

103-04 AWARD OF CONTRACT:

The award of contract, if it is to be awarded, shall be made within sixty (60) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

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.

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 the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. **This agreement is subject to cancellation pursuant to A.R.S. §38-511.**

103-09 FAILURE TO EXECUTE CONTRACT:

Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 103-08 and furnish an acceptable surety bond or bonds within the 10-calendar-day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

SECTION 104 SCOPE OF WORK:

104-01 INTENT OF CONTRACT:

The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

104-02(A) ALTERATION OF WORK AND QUANTITIES:

The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

104-02(B) OMITTED ITEMS:

The Owner's Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the

order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 109-05.

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*.
- **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.

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.

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.

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.

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 Contractor 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 Contractor 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's 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

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.

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.

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's 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

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, the 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.

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.

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.

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.

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.

(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.

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.

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.

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.

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.

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.

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

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.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner's Engineer of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: **\$2,000,000 Combined Single Limit of Liability per Occurrence.**

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: **\$2,000,000 Combined Single Limit of Liability per Occurrence.**

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.

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 .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.

(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 and/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.
- (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.

(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.

(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.
- (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.

(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.

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.

REDUCTION OF LIQUIDATED DAMAGES: Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks A, B, and C within the second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

First 24-hour period: \$10,000.00

Second 24-hour period: \$10,000.00

Third 24-hour period: \$5,000.00

For this example, the total liquidated damage assessment will be \$25,000.00 (\$10,000 + \$10,000 + \$5,000).

107-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner's Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

107-17 NO WAIVER OF LEGAL RIGHTS:

Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

SECTION 108 PROSECUTION AND PROGRESS:

108-01 SUBLETTING OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner's Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner's Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner's Engineer

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: Per Section 108.05 of the ADOT Standard Specifications unless modified herein.

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.

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.

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.

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.

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.

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.

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.

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.
- (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.

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 207 DUST PALLIATIVE:

207-1 Description:

The work under this section shall consist of applying all water required for the control of dust as considered necessary for the safety and convenience of the traveling public, and for the reduction of the dust nuisance to adjacent property.

207-2 Blank

207-3 Construction Requirements:

The use of pressure pumps and spray bars on all sprinkling equipment used for the application of dust palliative will be required. The use of gravity flow spray bars and splash plates will not be permitted.

Water applied for dust control shall be as approved or directed by the Engineer. The contractor shall provide appropriate equipment for effective control of dust.

207-4 Method of Measurement and Basis of Payment:

No measurement will be made for application of dust palliative, including furnishing water and all necessary equipment and labor, the cost being considered as included in contract items.

SECTION 404 BITUMINOUS TREATMENTS:

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

404-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing all materials and applying a chip seal coat in accordance with the requirements of these specifications at the locations specified in **APPENDIX B & C.**

404-2.02 Aggregate Materials:

(A) General: the first paragraph of the Standard Specifications is revised to read:
The contractor shall provide a source of aggregate material in accordance with the requirements of Section 1001.

404-2.02 Aggregate Materials:

(C) Cover Material: the second paragraph of the Standard Specifications is revised to read:
The gradation shall meet the following requirements for Class 2, when tested in accordance with the requirements of Arizona Test Method 201.

404-3.14 Chip Seal Coat: the second paragraph of the Standard Specifications is revised to read: The type of bituminous material shall be **CRS-2P** and shall be applied at the approximate rate of **0.35** gallons per square yard.

404-3.14 Chip Seal Coat: the third paragraph of the Standard Specifications is revised to read: Cover material shall be applied at a rate of **25** lbs per square yard.

404-4 Method of Measurement: of the Standard Specifications is revised to read:
Measurement for work under this section shall be made on a per square yard basis.

404-5 Basis of Payment: of the Standard Specifications is revised to read:
The accepted quantity of bituminous treatments, complete in place, measured as provided above, will be paid for at the contract unit price per square yard, and such price shall be full compensation for the work as prescribed and specified herein.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

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

701-4 Method of Measurement: is revised to read:
No measurement shall be made for Maintenance and Protection of Traffic. The contract unit of measurement shall be lump sum.

701-5 Basis of Payment: is revised to read:
Payment for Maintenance and Protection of Traffic shall be lump sum and shall be full compensation for all work necessary to provide Maintenance and Protection of Traffic.

SECTION 708 PERMANENT PAVEMENT MARKINGS:

Permanent Pavement Markings shall be in accordance with Section 708 of the ADOT Standard Specifications, except as modified herein.

See **APPENDIX B** for striping and pavement marking locations.

SECTION 901 MOBILIZATION:

Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications except as modified herein.

The Contractor shall be responsible for providing a construction yard and/or staging area as needed for this project. The cost of shall be included in the cost of Bid Item No. 901.

901-5 Basis of Payment: of the Standard Specifications is revised to read:

Payment for mobilization, measured as provided above, will be made at the contract lump sum price, which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all the work involved as specified herein.

Partial payments under this item will be made in accordance with the following provisions. Reference herein to the adjusted contract shall mean the original contract amount exclusive of mobilization:

The first payment of the lump sum price for mobilization will be paid after the Preconstruction Conference provided that all submissions required under ADOT Standard Specifications Subsection 108.03, as applicable to this contract, are submitted by the contractor at the Preconstruction Conference to the satisfaction of the Engineer. The amount paid for the first partial payment will be in accordance with Table 901-1.

The second payment of the lump sum price for mobilization will be made when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the contract work. The amount paid for the second partial payment will be in accordance with Table 901-1.

The third payment of the lump sum price for mobilization will be made on the first estimate following completion of five percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the third payment will be in accordance with Table 901-1.

The fourth payment of the lump sum price for mobilization will be made on the first estimate following completion of 10 percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the fourth payment will be in accordance with Table 901-1.

The total sum of all payment shall not exceed the original contract lump sum price for mobilization, regardless of the fact that the contractor may have, for any reason, shut down its work on the project or moved its equipment away from the project and back again.

TABLE 901-1 AMOUNT ALLOWED FOR MOBILIZATION DURING THE LIFE OF THE CONTRACT		
Contract Amount: \$	% Of Contract	Basis Of Payment
0 - 5,000,000	12% *	25% of the lump sum price for mobilization or 3% of the original contract amount, whichever is less.
5,000,000 +	10% *	25% of the lump sum price for mobilization or 2.5% of the original contract amount, whichever is less.
*If the price bid for mobilization exceeds this percentage, any excess will be paid to the contractor upon completion of the contract.		

The adjustment provisions in Section 104 shall not apply to the item of mobilization.

When other contract items are adjusted as provided in Section 104, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by the contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 104.

When mobilization is not included as a contract item, full compensation for any necessary mobilization required will be considered as included in the prices paid for the various contract items involved and no additional compensation will be made.

SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:

Construction Surveying and Layout shall be in accordance with Section 925 of the ADOT Standard Specifications unless modified herein.

925-5 Basis of Payment: the first two sentences of the second paragraph of the Standard Specifications are revised to read:

If additional staking and layout are required as a result of additional work ordered by the Engineer, such work will be paid under ITEM 9250101 - ONE-PERSON SURVEY PARTY at the predetermined rate of \$65 per hour, ITEM 9250102 - TWO-PERSON SURVEY PARTY at the predetermined rate of \$100 per hour, ITEM 9250103 - THREE-PERSON SURVEY PARTY at the predetermined rate of \$135 per hour, ITEM 9250106 – SURVEY MANAGER at the predetermined rate of \$100 per hour, and ITEM 9250105 - OFFICE SURVEY TECHNICIAN at the predetermined rate of \$70 per hour.

SECTION 1005 BITUMINOUS MATERIALS:

Bituminous Materials shall be in accordance with Section 1005 of the ADOT Standard Specifications unless modified herein.

1005-2 Sampling of Bituminous Material: the first sentence of the first paragraph of the Standard Specifications is revised to read:

Sampling of bituminous material shall conform to the requirements of Arizona Test Method 103.

TABLE 1005-3a: “Elastic Recovery by means of Ductilometer” is revised and “Note 2” is added in Table 1005-3a of the Standard Specifications:

TABLE 1005-3a POLYMERIZED CATIONIC RAPID SET (CRS-2P) EMULSIFIED ASPHALT (1)		
Tests on Emulsion:	Test Method	Requirement
Elastic Recovery by means of Ductilometer, 25 °C (77 °F), % minimum	AASHTO T 301 (2)	55
(2) Testing shall be performed on residue by distillation, not on residue by oven evaporation.		



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

CONTRACT FORMS

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

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 021517 Copper Region Chip Seal Project**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

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

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within sixty (50) 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. 021517

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1 to BS-2)

**COPPER REGION CHIP SEAL PROJECT
GILA COUNTY, ARIZONA**

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

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of \$ _____

WRITTEN TOTAL CONTRACT PRICE

_____ **Dollars**

and _____ **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

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

BIDDING SCHEDULE

[illegible]

Total Base Bid

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. 021517, COPPER REGION CHIP SEAL PROJECT, PHASE I

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

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

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact

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

My commission expires: _____

Notary Public

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 021517-

The applicant submitting this Bid warrants the following:

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

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
_____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services.
- f. Gila County reserves the right to request additional information.

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

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

7. Current Arizona Contractor License Number: _____

Signature of Authorized Representative

Printed Name

Title

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

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

1. **Company:** _____
Contact: _____
Phone: _____
Address: _____
2. **Company:** _____
Contact: _____
Phone: _____
Address: _____
3. **Company:** _____
Contact: _____
Phone: _____
Address: _____
4. **Company:** _____
Contact: _____
Phone: _____
Address: _____

Name of Business

Signature of Authorized Representative

Title

[illegible]

That he is _____
(Title)
of _____ and
(Name of Business)

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

(Name of Business)

Name of Business

By _____

Title

Notary Public _____ **My Commission expires:** _____

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

At the time of the submission of **Invitation for Bid No. 021517**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

Name of Business

Signature of Authorized Representative

Title

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2017.

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: Copper Region Chip Seal Project, Bid No. 021517.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Thursday, March 30, 2017.**

**GILA COUNTY
CONTRACT NO. 021517 (C-1 TO C-7)**

THIS AGREEMENT, made and entered into this _____ day of _____, **2017**, 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 materials, labor, construction equipment, and services, required for performing all work for construction for **Bid No. 021517-Copper Region Chip Seal Project**, 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 021517 will become the Contract Number.

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

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

Contract continued...

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

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

1. **Commercial General Liability – Occurrence Form**

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

Contract continued...

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. Worker's Compensation and Employers' Liability

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

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

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Betty Hurst, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Contract continued...

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE VI - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within **no later than ten (10) Days of the Notice To Proceed**, and shall be completed within the following limits:

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **50 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).**

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."

ARTICLE XI – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

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

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

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

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

CONTRACT NO. 021517-COPPER REGION CHIP SEAL PROJECT

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Tommie C. Martin, 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: **Bid No. 021517-Copper Region Chip Seal Project**, 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 _____, 2017.

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: **Bid No. 021517-Copper Region Chip Seal Project**, 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 _____, 2017.

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:

BID NO. 021517-COPPER REGION CHIP SEAL PROJECT,

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.

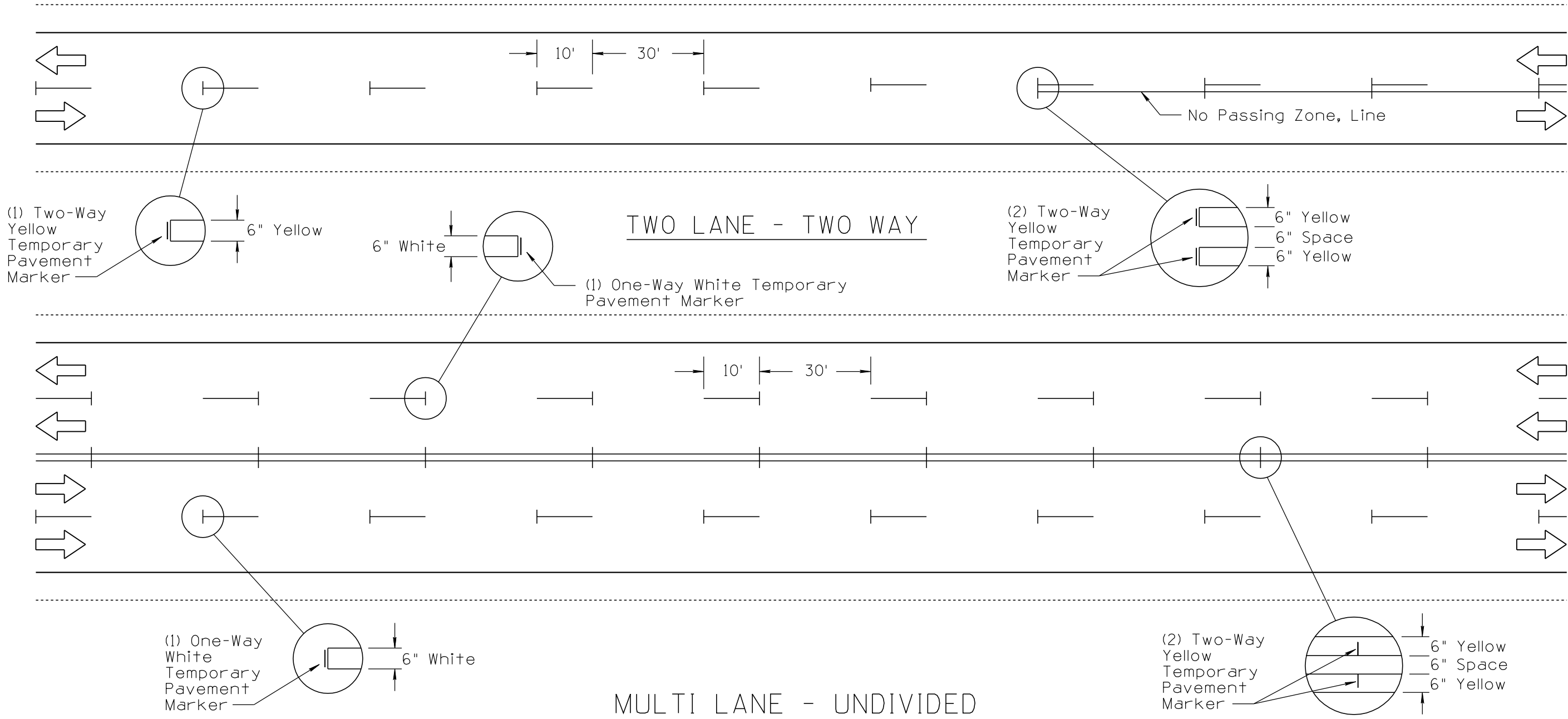
(Officer, Partner, Owner)

Date

APPENDIX A

(REFERENCED STANDARD DETAILS)

NO	DESCRIPTION OF REVISIONS	MADE BY	DATE	NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	RE-ISSUE	L. LOPEZ	2/02	3			
2	CHANGED TEXT CASE, UPDATE BORDER, REVISED NOTES.	L. LOPEZ	6/14	4			



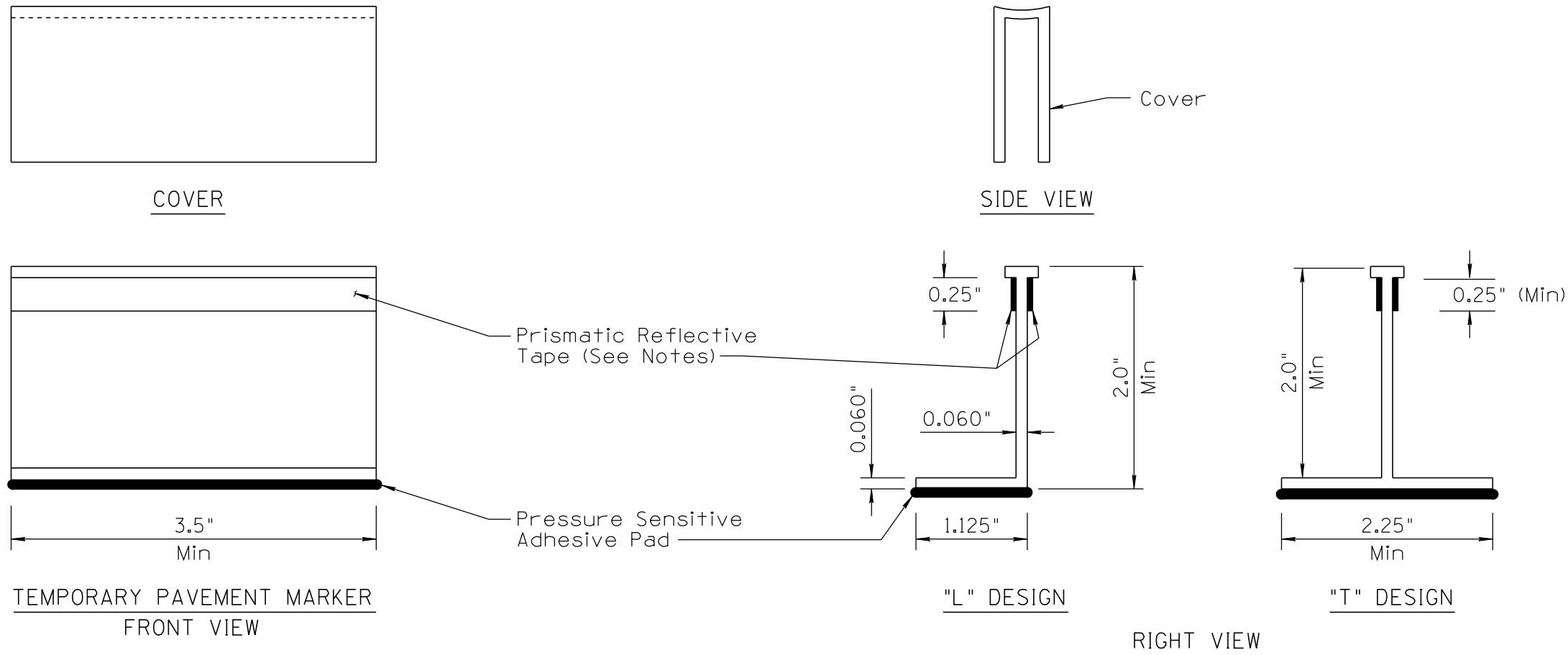
NOTES:

- Chip seal markers are available in both the "L" and "T" designs (see sheet 2) with one or two clear plastic covers. "T" markers should be used on roadways with volumes greater than 5000 ADT.
- The two options shown above (two lane and four lane) are a "minimum" design - one marker per 40 feet. The designer may require two or three markers per 10 foot broken line segment.

NOT TO SCALE

DESIGN APPROVED	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION TRAFFIC SIGNING & MARKING STANDARD DRAWINGS	REVISION 6/14
SIGNATURES		DRAWING NO. M-20
APPROVED FOR DISTRIBUTION	CHIP SEAL MARKER USAGE FOR TEMPORARY MARKINGS	SHEET NO. 1 of 2
ON FILE		

NO	RE-ISSUE	DESCRIPTION OF REVISIONS	MADE BY	DATE	NO	DATE	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	RE-ISSUE	CHANGED TEXT CASE, UPDATE BORDER, REVISED NOTES AND CALLOUTS.	L. LOPEZ	2/02	3	6/14			
2			L. LOPEZ		4				



TEMPORARY PAVEMENT MARKER AND COVER DETAIL

INSTALLATION INSTRUCTIONS:

- For two lane and four lane roadways, the temporary pavement marker with clear plastic shall be placed on existing striping prior to any work being done on the pavement. Three lane or five lane roadways may optionally be temporarily marked as two lanes or four lanes respectively during paving operations with the approval of the Engineer.
- Temporary pavement markers shall be placed with reflective side facing oncoming traffic.
- After the asphalt and chips are applied to the pavement, remove the outermost plastic cover to expose the reflective tape.
- Spacing between double markers will vary in accordance with the pavement marking plans.
- If the pavement surface is slightly moist, or the surface temperature is below 60° F, or the physical condition of the pavement is questionable, a spray adhesive primer shall be applied to the pavement surface prior to the application of the markers. The spray primer shall be per the type recommended by the manufacturer of the marker.

MARKER TYPES SHALL BE AS FOLLOWS:

- Yellow markers shall have yellow bodies and yellow reflective sheeting.
- White markers shall have white bodies and white reflective sheeting.
- The clear plastic cover may vary from one manufacturer to another. The configuration and dimensions of the cover shall be sufficient to protect the reflective face from applied oils and pavements. Some applications will require a double cover.
- Chip seal markers should not be used as barrier markers.

NOT TO SCALE

DESIGN APPROVED	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION TRAFFIC SIGNING & MARKING STANDARD DRAWINGS	REVISION
SIGNATURES		6/14
APPROVED FOR DISTRIBUTION	CHIP SEAL MARKER USAGE FOR TEMPORARY MARKINGS	DRAWING NO.
ON FILE		M-20
		SHEET NO.
		2 of 2

APPENDIX B

ATTACHMENT "A"

CHIP SEAL LOCATIONS

<u>LOCATION</u>	<u>WIDTH</u> <u>(FT)</u>	<u>LENGTH</u> <u>(FT)</u>	<u>AREA</u> <u>(SQ YD)</u>
JESSE HAYES RD	32	1,373	4,882
ACOMA AVE	28	317	986
HOPI AVE	28	1,268	3,945
HOPI AVE	21	1,056	2,464
YUCCA PL	27	95	285
YUCCA PL (CUL-DE-SAC)			314
KIVA AVE	28	317	986
ZUNI ST	29	581	1,872
NAVAJO AVE	29	476	1,534
TAOS ST	29	264	851
PUEBLO ST	28	898	2,794
PUEBLO ST (CUL-DE-SAC)			491
GRAND VIEW DR	27	942	2,826
GRAND VIEW DR	40	220	978
WEVER CIR	28	370	1,151
PINAL VIEW DR	27	1,781	5,343
PINAL VIEW DR	21	700	<u>1,633</u>
		SUBTOTAL	33,335
		5% OF TOTAL	<u>1,667</u>
		TOTAL	35,001

ATTACHMENT "B"

STRIPING AND PAVEMENT MARKING SUMMARY

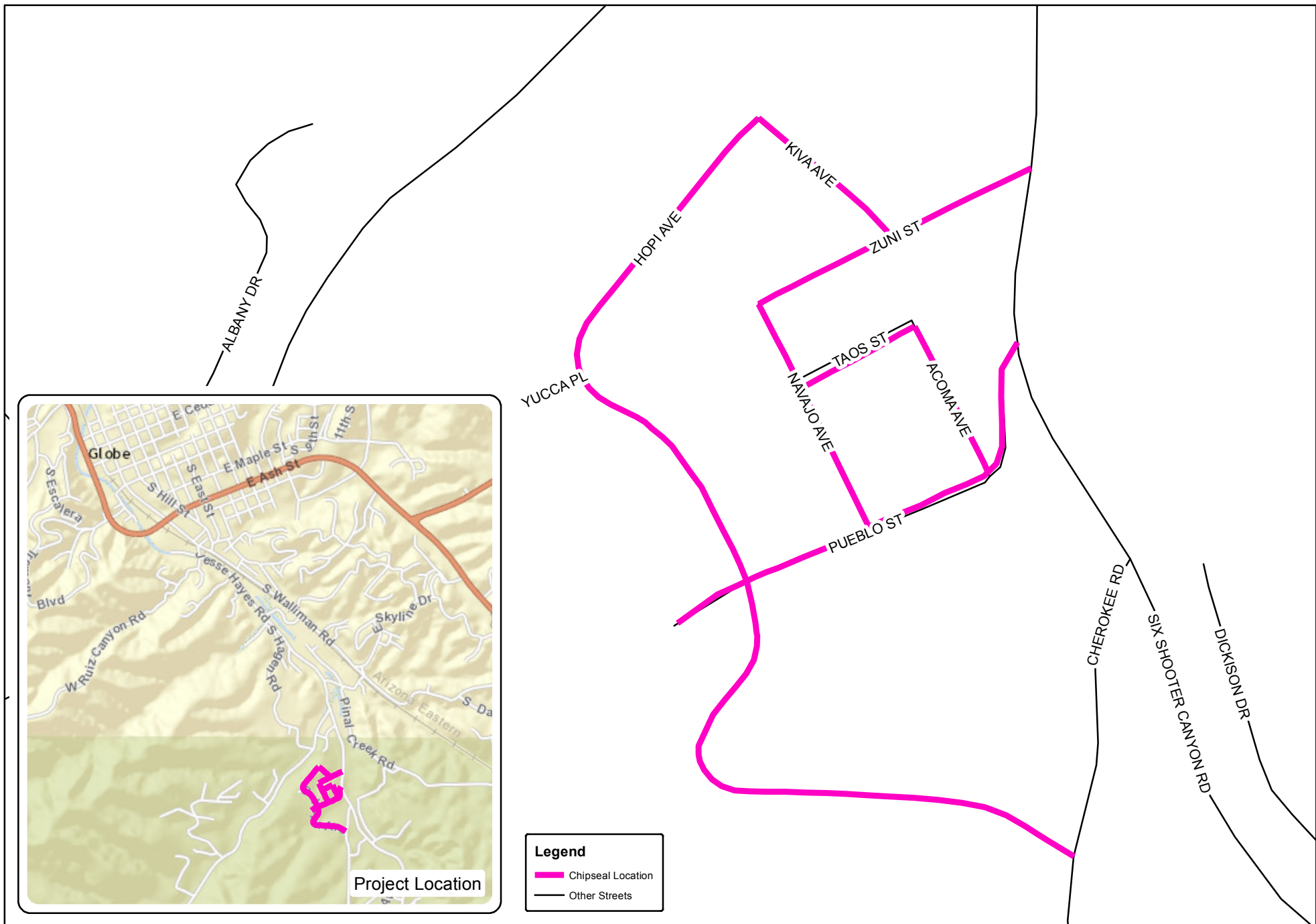
<u>LOCATION</u>	<u>TYPE</u>	<u>COLOR</u>	APPLIED WIDTH <u>(INCHES)</u>	4" EQUIVALENT <u>(L.F.)</u>
ACOMA AVE	STOP BAR	WHITE	16	52
TAOS ST	STOP BAR	WHITE	16	52
NAVAJO AVE	STOP BAR	WHITE	16	52
ZUNI ST	STOP BAR	WHITE	16	88
ZUNI ST	DOUBLE "CENTERLINE"	YELLOW	4	150
HOPI AVE	DOUBLE "CENTERLINE"	YELLOW	4	300
HOPI AVE	STOP BAR	WHITE	16	132
PUEBLO ST	STOP BAR	WHITE	16	76
PUEBLO ST	DOUBLE "CENTERLINE"	YELLOW	4	300
PUEBLO ST	CHANNELIZATION	WHITE	12	240
JESSE HAYES RD	DOUBLE "CENTERLINE"	YELLOW	4	2,746
JESSE HAYES RD	EDGE LINE	WHITE	4	2,746
PINAL VIEW DR	STOP BAR	WHITE	16	48
WEVER CIR	STOP BAR	WHITE	16	96
GRAND VIEW DR	STOP BAR	WHITE	16	80

Estimated total of 4" equivalent white (L.F.) **3,662**

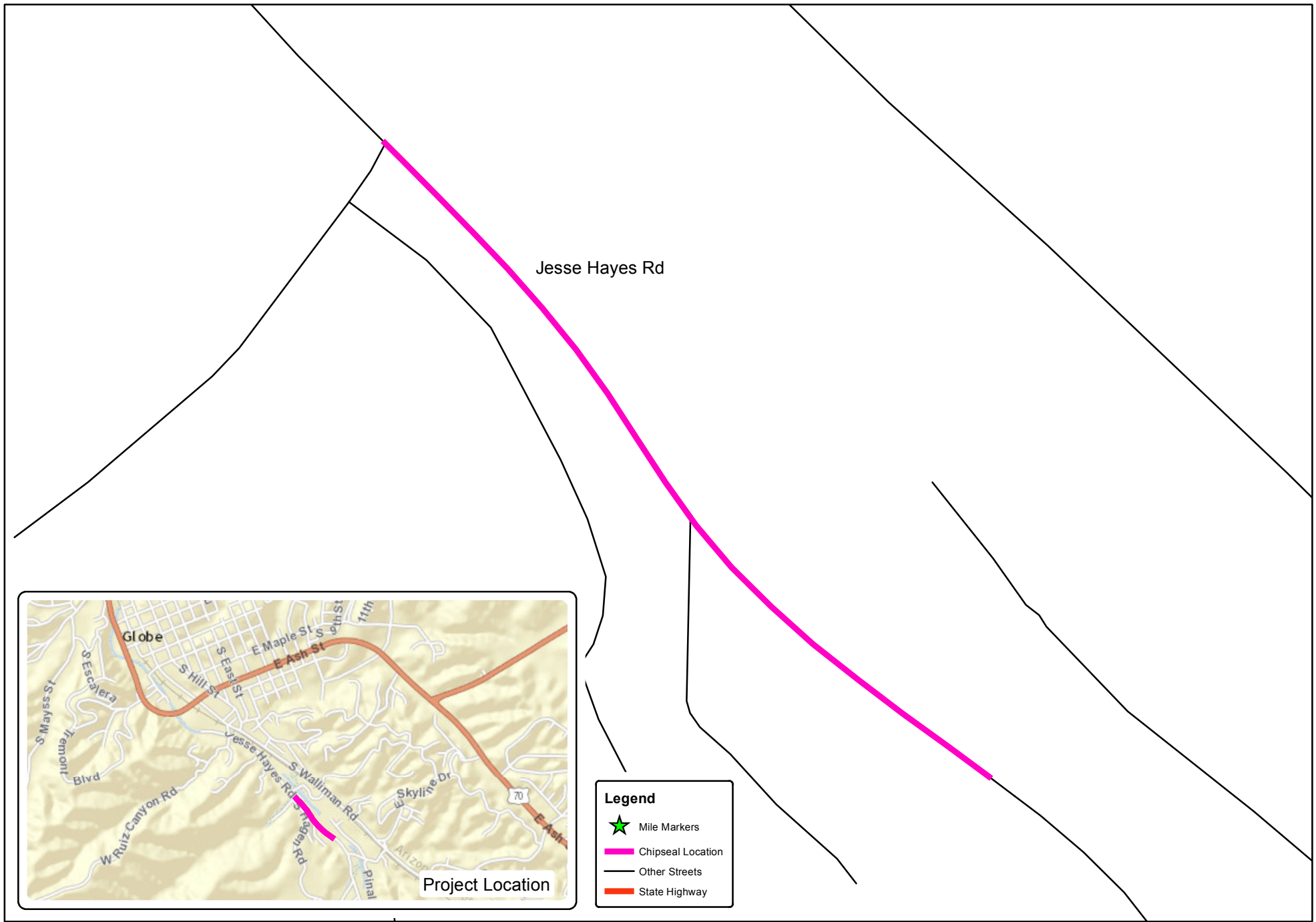
Estimated total of 4" equivalent yellow (L.F.) **3,496**

APPENDIX C

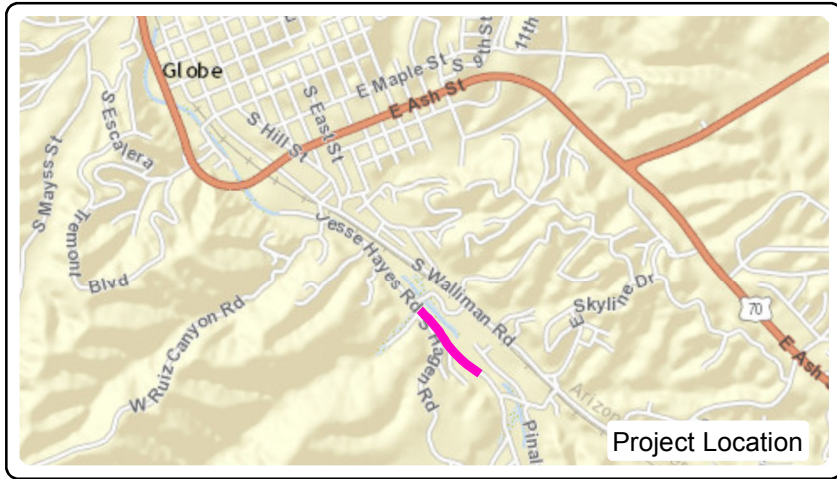
(CHIP SEAL LOCATION MAPS)



Acoma Ave, Hopi Ave, Kiva Ave, Navajo Ave,
Pueblo St, Taos St, Yucca Pl & Zuni St



Jesse Hayes Rd

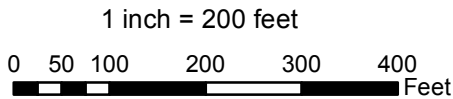


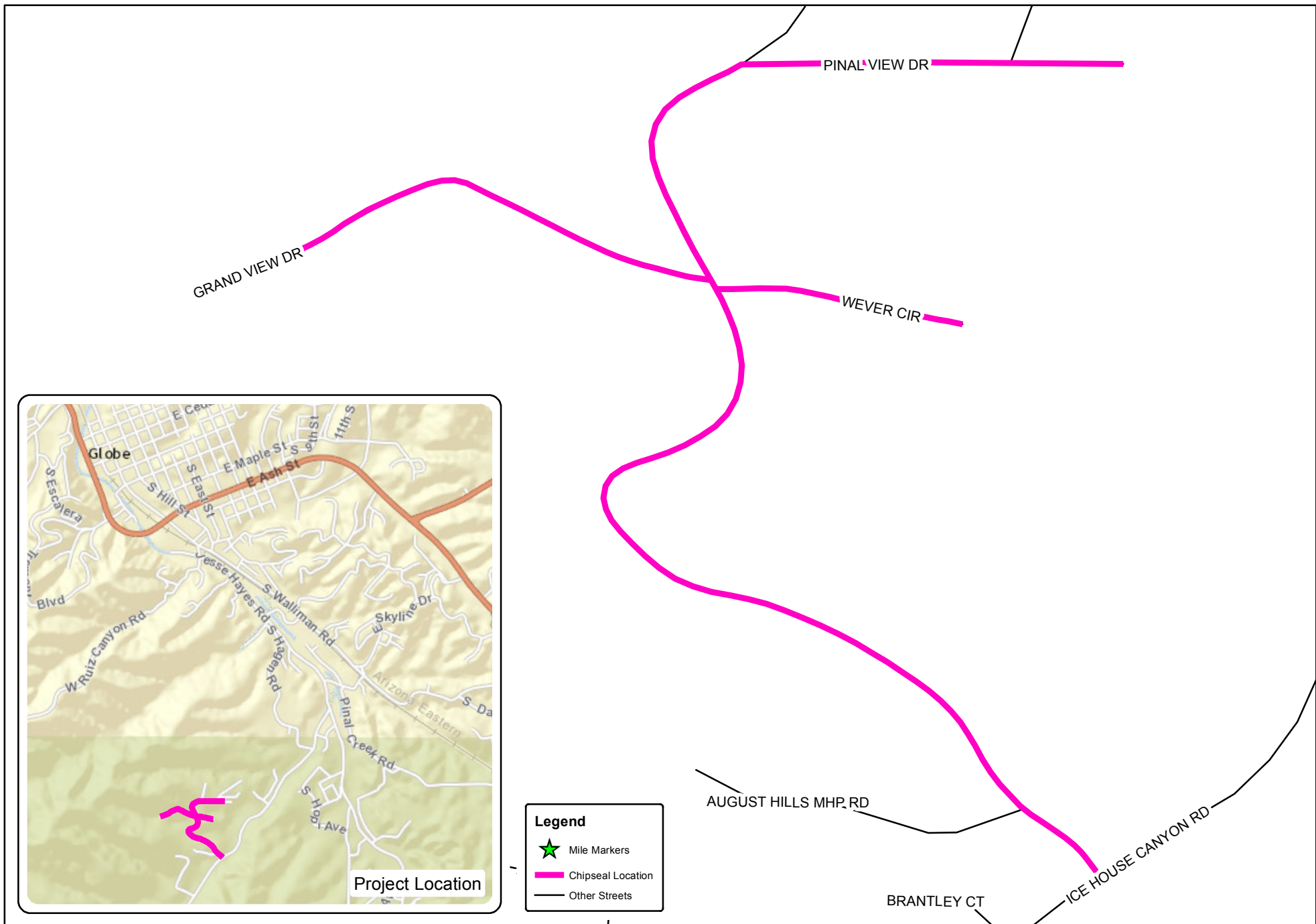
Project Location

Legend

- ★ Mile Markers
- Chipseal Location
- Other Streets
- State Highway

Jesse Hayes Rd





Pinalview Dr, Grand View Dr & Wever Cir

ARF-4209

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 03/07/2017

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates 30 Days from Grant?: No

Begin & End: Commencement
Date in Notice To
Proceed

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bids No.021617-Deer Creek Cul-de-Sac Improvements.

Background Information

The proposed work is located in the northern part of Gila County within the subdivision known as Deer Creek Village. The work consists of removing existing asphalt and 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 a cul-de-sac located on the north side of Deer Creek Road. The existing pavement is deteriorating and is in need of replacement.

Evaluation

Removing the old pavement and replacing it with new pavement and base material is being proposed for the cul-de-sac to provide a repair which will last for several years.

Conclusion

It is in the best interest of Gila County to repair this cul-de-sac at this time. If the work is not done soon, money will be spent patching the damaged asphalt, providing only a temporary fix for something that is in need of replacement.

Recommendation

It is the recommendation of the Finance Director and the Public Works Division Director that the Board of Supervisors authorize the advertisement of Invitation for Bids No.021617-Deer Creek Cul-de-Sac Improvements to be published for two consecutive weeks in the Arizona Silver Belt newspaper.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids
No. 021617-Deer Creek Cul-de-Sac Improvements. **(James Menlove/Steve Sanders)**

Attachments

Request to Advertise

IFB 021617-Deer Creek Village Cul-de-Sac Improvements

Appendix

EXHIBIT "H"

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

<p style="text-align: center;">IS THIS A REQUEST FOR <i>Check one</i></p> <p>Bids <u> X </u> Proposals <u> </u></p> <p>Qualifications <u> </u></p>	<p style="text-align: center;">REQUEST NUMBER</p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><i>(For Procurement Use Only)</i></p>
---	--

I. DESCRIPTION: *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*


FUNDING PROJECTS: PAVE17-DeerCrkVillage

Fund 6510 Dept No. 341 Program 526 Location 000 Account 4500.70

Estimated cost: \$33,300.00

INTENT

To advertise and establish a contract with a contractor to remove and replace asphalt concrete pavement in Deer Creek Village.

Signed:  Date 2/1/2017

Elected Official or Department Head

II. DEPARTMENTAL INFORMATION ONLY: *Action Dates*

DATE	Department Receipt		Placed on Agenda
	Presented to Board	<u> 3-7-17 </u>	Approved to Call
	Delivered to Paper	<u> 3-9-17 </u>	Paper Name
	Advertised From	<u> 3-15-17 </u>	To
	Closing Date	<u> 3-30-17 </u>	Bid Award Date
	Awarded To	_____	Pre-Bid Meeting Date

III. OTHER APPROVAL: *Only as necessary*

Department Name: _____

Department Head Signature _____ Date _____

Department Name: _____

Department Head Signature _____ Date _____

IV. APPROVED

Finance Director Signature _____ Date _____

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS
DEER CREEK VILLAGE CUL-DE SAC IMPROVEMENTS
BID CALL 021617**

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS
Tommie C. Martin, Chairman
Timothy Humphrey, Vice Chairman
Woody Cline, Member

COUNTY MANAGER
John Nelson.

PUBLIC WORKS DIRECTOR
Steve Sanders



**INVITATION FOR BIDS
BID CALL NO. 021617**

Sealed bids will be received by **Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501**, until **4:00 P.M. (AZ Time), Thursday, March 30, 2017** for the **Deer Creek Village Cul-de Sac Improvements Bid No. 021617, GILA COUNTY, ARIZONA**, in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.**

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

Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services, 928-402-8612, Gila County Public Works Division, 745 North Rose Mofford Way, Globe, AZ.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**DEER CREEK VILLAGE CUL-DE SAC IMPROVEMENTS, ARIZONA BID CALL NO. 021617**". All Bids shall be mailed or delivered to the **Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501**. Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

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 all bids, or to waive any informality in any bid. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Clerk of the Board's office. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: **March 15, 2017 and March 22, 2017**

Signed: _____ Date: ____/____/____
Tommie C. Martin, Chairman of the Board of Supervisors

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

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. No forms shall be detached from the bid packet. The proposal must include the entire bid packet, in triplicate, and the following forms, **all with original signatures**, must accompany the bidders proposal:

- Bid Proposal (pages 62 to 64)
- Bid Schedule (pages 65 to 66)
- Surety (Bid) Bond (page 67)
- Qualification & Certification Form (pages 68 to 69)
- Reference List (pages 70)
- Affidavit of Non-Collusion (page 71)
- Subcontracting Certification (page 72)
- Check List & Addenda Acknowledgment (page 73)
- Contract (pages 74-80)
- Contract Performance Bond (page 81)
- Labor and Materials Bond (page 82)
- Contract Performance Warranty (page 83)
- 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. 021617 - Deer Creek Village Cul-de Sac Improvements**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Thursday, March 30, 2017, 4:00 P.M.** on the date specified herein, to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 4:00 P.M. AZ Time, Thursday, March 30, 2017. Bids will be opened at 4:00 P.M., Thursday, March 30, 2017.**
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.

5. **Plans and Specifications** - Plans, specifications and all other documents required by bidders may be obtained at the address shown below. **A deposit of \$20 per set, and \$10 for mailing is required, \$20 of which will be refunded upon return of the documents in good, usable order within seven (7) days of bid award. Payment shall be by check or money order only. No cash will be accepted.**

Gila County
Public Works Division
745 North Rose Mofford Way
Globe, Arizona 85501

6. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
7. **Bid Opening Information** – “As Read” Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.
8. **Request for Clarifications**
Requests for clarification shall be made to Betty Hurst, Contracts Administrator at bhurst@gilacountyaz.gov in writing (phone: 928-402-4355, fax: 928-402-4386) submitted no later than 4:00 P.M., AZ time, on Thursday, March 23, 2017. A response will be issued to all plan holders no later than 4:00 P.M., AZ time, on Monday, March 27, 2017.

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**SPECIAL PROVISIONS
FOR
DEER CREEK VILLAGE SUBDIVISION
CUL-DE-SAC IMPROVEMENT PROJECT**

The proposed work is located in the northern part of Gila County within the subdivision know as Deer Creek Village. The work consists of removing existing asphalt and 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 a cul-de-sac located on the north side of Deer Creek Road (see **APPENDIX C**).

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.

Maricopa Association of Governments, Uniform Standard Specifications 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.

GENERAL REQUIREMENTS:

Contract Time:

Contractor shall complete all project work within 30 calendar days from the date the Contractor receives the Notice to Proceed from the County.

Asphalt Edge Treatment

Where new pavement matches existing pavement, the Contractor shall install an asphalt edge per MAG Standard Detail No. 201, Type A (see **APPENDIX A**). Said asphalt edge shall be installed 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.

Contractor's Yard

The Owner shall provide land, right-of-way, and easements for all work specified in this contract, except that the Contractor shall provide additional land if required for the erection of temporary construction facilities for storage of his material, together with right of access to same. The Contractor shall not enter or occupy with men, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Engineer damaged by vandalism or theft. The Contractor will take whatever measures are necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

See Section 901 Mobilization for additional information.

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.

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.

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 or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

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.

INSPECTOR. An authorized representative of the Owner's Engineer assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

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.

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.

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.

SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

WORK DAY (WORKING DAY). A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Owners Engineer, which requires the presence of an inspector, will be considered and applied as working days.

WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the Owners Engineer, the Contractor shall reimburse the County for all overtime hours.

OVERTIME HOURS. Any and all hours worked which are other than a normal work week. Contractor must give prior written notification to the Owners Engineer, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

OVERTIME PAY. Any and all pay resulting from overtime hours worked.

OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

SUBSTANTIAL COMPLETION. Per Section 105.19 of the ADOT Standard Specifications unless modified herein.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102-01 THRU 102-03 BLANK

102-04 CONTENTS OF PROPOSAL FORMS:

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder must include the entire bid packet.

The plans, specifications, and other documents designated in the proposal whether attached or not to the proposal are considered as a part of and included with the proposal.

102-05 ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
- (c) Contractor default under previous contracts with the Owner.
- (d) Unsatisfactory work on previous contracts with the Owner.

102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. **Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.** It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) without in any way invalidating the unit bid prices.

102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner's Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished 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

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

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.

This will be the only time, until bid award, this information will be revealed.

102-GC1 DISQUALIFICATION OF BIDDERS:

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

- (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- (c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 102-05.
- (d) Failure to submit all required official bid forms.

102-GC2 PROTESTS:

Only other bidders have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103-01 CONSIDERATION OF PROPOSALS:

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- (a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 102-10.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 102-GC1.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

103-02 THRU 103-03 BLANK

103-04 AWARD OF CONTRACT:

The award of contract, if it is to be awarded, shall be made within sixty (60) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

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.

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 the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

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.

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

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.

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*.
- **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.

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.

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.

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.

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 Contractor 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 Contractor 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's 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

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.

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.

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's 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

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, the 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.

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.

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.

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.

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.

(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.

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.

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.

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.

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.

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.

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

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.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner's Engineer of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: **\$2,000,000 Combined Single Limit of Liability per Occurrence.**

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: **\$2,000,000 Combined Single Limit of Liability per Occurrence.**

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.

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 .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.

(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 and/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.

(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.

(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.

(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.
- (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.

(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.

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.

REDUCTION OF LIQUIDATED DAMAGES: Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks A, B, and C within the

second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

First 24-hour period: \$10,000.00

Second 24-hour period: \$10,000.00

Third 24-hour period: \$5,000.00

For this example, the total liquidated damage assessment will be \$25,000.00 (\$10,000 + \$10,000 + \$5,000).

107-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner's Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

107-17 NO WAIVER OF LEGAL RIGHTS:

Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

SECTION 108 PROSECUTION AND PROGRESS:

108-01 SUBLETTING OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner's Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations

qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner's Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner's Engineer

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: Per Section 108.05 of the ADOT Standard Specifications unless modified herein.

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.

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.

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.

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.

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.

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.

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.

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.
- (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.

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.

202-5 Basis of Payment: the first paragraph of the Standard Specifications is revised to read: Payment for the accepted quantities of removal of structures and obstructions will be made by lump sum or by specific removal items or by a combination of both. Payment for removal of structures and obstructions not listed in the bidding schedule, but necessary to perform the construction operations designated on the project plans or specified in the Special Provisions shall be considered as included in the prices of contract items.

When saw cutting is not included as a contract pay item, full compensation for any saw cutting necessary to perform the construction operations designated on the plans shall be considered as included in the price of contract items.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:

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

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

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

SECTION 404 BITUMINOUS TREATMENTS:

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

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

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

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

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

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

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

Special Type)			
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0
Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.			

If emulsified asphalt of any type is used, it shall have broken before the bituminous mixture is placed.

If emulsified asphalt of any type is held overnight, it shall be reheated and agitated prior to further application.

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

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

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, the requirements of these specifications and as directed by the Engineer.

The contractor shall acquire and make all arrangements for a source or sources of material, furnish a mix design which will meet the design criteria specified hereinafter, and provide all the equipment, materials, and labor necessary to complete the work.

409-2 Materials: of the Standard Specifications is modified to add:

The bidding schedule quantity of asphaltic concrete is based on an estimated unit weight of **145** pounds per cubic foot.

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

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

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

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

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

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

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

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

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

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

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

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

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

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read: Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

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

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

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

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

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

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

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

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

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

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

701-4 Method of Measurement: is revised to read:

No measurement shall be made for Maintenance and Protection of Traffic. The contract unit of measurement shall be lump sum.

701-5 Basis of Payment: is revised to read:

Payment for Maintenance and Protection of Traffic shall be lump sum and shall be full compensation for all work necessary to provide Maintenance and Protection of Traffic.

SECTION 901 MOBILIZATION:

Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications except as modified herein.

The Contractor shall be responsible for providing a construction yard and/or staging area as needed for this project. The cost of shall be included in the cost of Bid Item No. 901.

901-5 Basis of Payment: of the Standard Specifications is revised to read:

Payment for mobilization, measured as provided above, will be made at the contract lump sum price, which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all the work involved as specified herein.

Partial payments under this item will be made in accordance with the following provisions. Reference herein to the adjusted contract shall mean the original contract amount exclusive of mobilization:

The first payment of the lump sum price for mobilization will be paid after the Preconstruction Conference provided that all submissions required under ADOT Standard Specifications Subsection 108.03, as applicable to this contract, are submitted by the contractor at the Preconstruction Conference to the satisfaction of the Engineer. The amount paid for the first partial payment will be in accordance with Table 901-1.

The second payment of the lump sum price for mobilization will be made when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the contract work. The amount paid for the second partial payment will be in accordance with Table 901-1.

The third payment of the lump sum price for mobilization will be made on the first estimate following completion of five percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the third payment will be in accordance with Table 901-1.

The fourth payment of the lump sum price for mobilization will be made on the first estimate following completion of 10 percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the fourth payment will be in accordance with Table 901-1.

The total sum of all payment shall not exceed the original contract lump sum price for mobilization, regardless of the fact that the contractor may have, for any reason, shut down its work on the project or moved its equipment away from the project and back again.

TABLE 901-1 AMOUNT ALLOWED FOR MOBILIZATION DURING THE LIFE OF THE CONTRACT		
Contract Amount: \$	% Of Contract	Basis Of Payment
0 - 5,000,000	12% *	25% of the lump sum price for mobilization or 3% of the original contract amount, whichever is less.
5,000,000 +	10% *	25% of the lump sum price for mobilization or 2.5% of the original contract amount, whichever is less.
*If the price bid for mobilization exceeds this percentage, any excess will be paid to the contractor upon completion of the contract.		

The adjustment provisions in Section 104 shall not apply to the item of mobilization.

When other contract items are adjusted as provided in Section 104, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by the contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 104.

When mobilization is not included as a contract item, full compensation for any necessary mobilization required will be considered as included in the prices paid for the various contract items involved and no additional compensation will be made.

SECTION 924 FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS):

924-1 Description:

The work under this item shall serve as a contingency fund for Change Orders, as directed by the Owner's Engineer, in regards to unforeseen conditions and changes to the Scope of Work required to complete the work originally intended.

924-2 Method of Measurement and Basis of Payment:

Measurement and Payment for the unforeseen conditions will be made on a Force Account basis in accordance with the Section 109-04 of these Special Provisions.

SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:

Construction Surveying and Layout shall be in accordance with Section 925 of the ADOT Standard Specifications unless modified herein.

925-5 Basis of Payment: the first two sentences of the second paragraph of the Standard Specifications are revised to read:

If additional staking and layout are required as a result of additional work ordered by the Engineer, such work will be paid under ITEM 9250101 - ONE-PERSON SURVEY PARTY at the predetermined rate of \$65 per hour, ITEM 9250102 - TWO-PERSON SURVEY PARTY at the predetermined rate of \$100 per hour, ITEM 9250103 - THREE-PERSON SURVEY PARTY at the predetermined rate of \$135 per hour, ITEM 9250106 – SURVEY MANAGER at the predetermined rate of \$100 per hour, and ITEM 9250105 - OFFICE SURVEY TECHNICIAN at the predetermined rate of \$70 per hour.

SECTION 1005 BITUMINOUS MATERIALS:

Bituminous Materials shall be in accordance with Section 1005 of the ADOT Standard Specifications unless modified herein.

1005-2 Sampling of Bituminous Material: the first sentence of the first paragraph of the Standard Specifications is revised to read:

Sampling of bituminous material shall conform to the requirements of Arizona Test Method 103.



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

CONTRACT FORMS

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

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **Bid No. 021617 Deer Creek Village Cul-de Sac Improvements**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

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

Invitation for Bids No. 021617

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. 021617

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. 021617

BIDDING SCHEDULE (BS-1 to BS-2)

**DEER CREEK VILLAGE CUL-DE SAC IMPROVEMENTS
GILA COUNTY, ARIZONA**

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

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of \$ _____

WRITTEN TOTAL CONTRACT PRICE

_____ **Dollars**

and _____ **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

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

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
202	Removal of Structures and Obstructions	L.SUM	1		
205	Grading Roadway for Pavement	SQ.YD.	782		
303	Aggregate Base, Class 2	CU.YD.	86		
409	Asphaltic Concrete (Misc. Structural)	Ton	100		
701	Maintenance and Protection of Traffic	L.SUM	1		
901	Mobilization	L.SUM	1		
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	\$4000.00	\$4000.00
925	Construction Surveying and Layout	L.SUM	1		

Total Base Bid

GILA COUNTY

SURETY (BID) BOND (BB-1)

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,

as Principal, hereinafter called the Principal, and _____,

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

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 021617, DEER CREEK VILLAGE CUL-DE SAC IMPROVEMENTS, PHASE I

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

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

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact
Subscribed and sworn to before me
this ____ day of _____, 20____

My commission expires: _____

Notary Public

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 021617-

The applicant submitting this Bid warrants the following:

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

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
_____Yes _____No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the

Reference List, attached hereon and made a full part of this contract by this reference.

Invitation for Bids No. 021617

- 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. 021617

**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

Invitation for Bids No. 021617

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

At the time of the submission of **Invitation for Bid No. 021617**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

Name of Business

Signature of Authorized Representative

Title

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2017.

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: Deer Creek Village Cul-de Sac Improvements, Bid No. 021617.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Thursday, March 30, 2017.**

**GILA COUNTY
CONTRACT NO. 021617 (C-1 TO C-7)**

THIS AGREEMENT, made and entered into this _____ day of _____, **2017**, 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 materials, labor, construction equipment, and services, required for performing all work for construction for **Bid No. 021617- Deer Creek Village Cul-de Sac Improvements**, 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 021617 will become the Contract Number.

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

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

Contract continued...

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

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

1. **Commercial General Liability – Occurrence Form**

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

Contract continued...

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. Worker's Compensation and Employers' Liability

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

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

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Betty Hurst, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Contract continued...

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE VI - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within **no later than ten (10) Days of the Notice To Proceed**, and shall be completed within the following limits:

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **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).**

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."

ARTICLE XI – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

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

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

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

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

CONTRACT NO. 021617-DEER CREEK VILLAGE CUL-DE SAC IMPROVEMENTS

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Tommie C. Martin, 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: **Bid No. 021617-Deer Creek Village Cul-de Sac Improvements**, 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 _____, 2017.

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: **Bid No. 021617-Deer Creek Village Cul-de Sac Improvements**, 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 _____, 2017.

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:

BID NO. 021617-DEER CREEK VILLAGE CUL-DE SAC IMPROVEMENTS,

for a period of **two (2) years** from completion of said work.

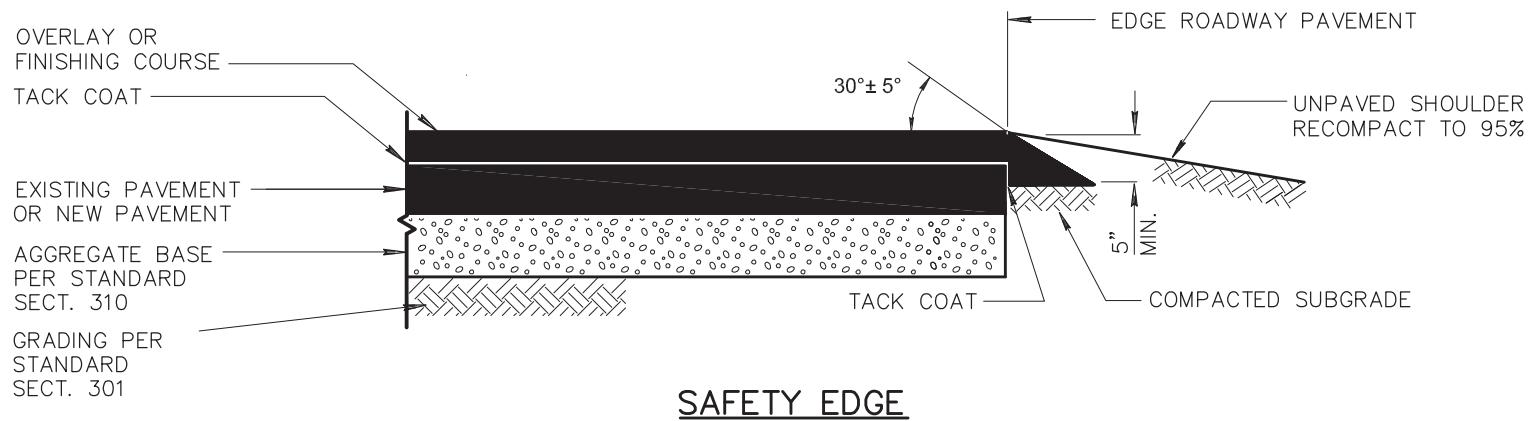
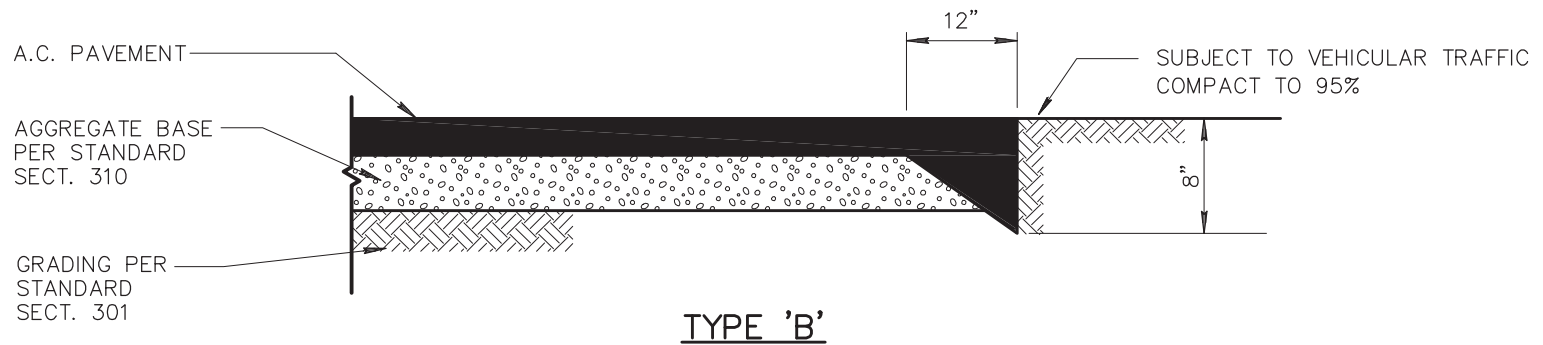
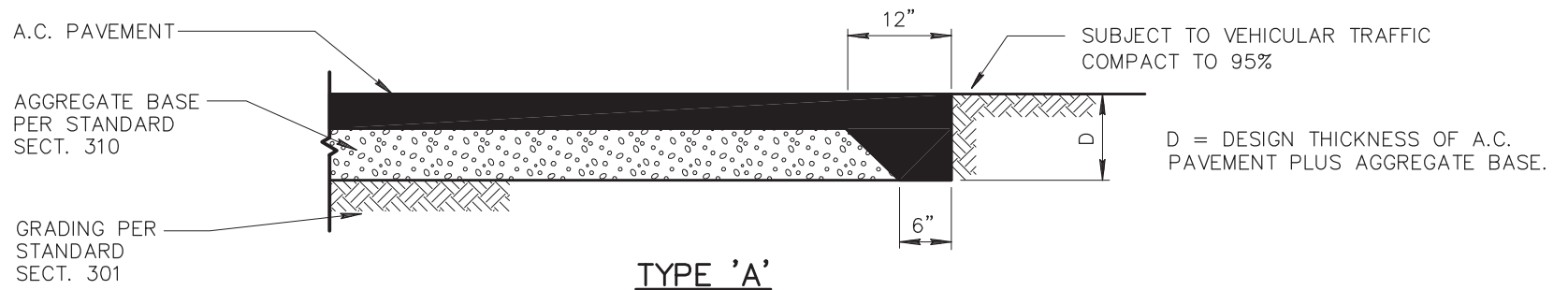
Said work shall be free from defects which would cause the work not to perform in its intended manner.

(Officer, Partner, Owner)

Date

APPENDIX A

(REFERENCED STANDARD DETAIL)



DETAIL NO.

201



STANDARD DETAIL
ENGLISH

ASPHALT PAVEMENT EDGE DETAILS

DATE

01-01-2014

DETAIL NO.

201

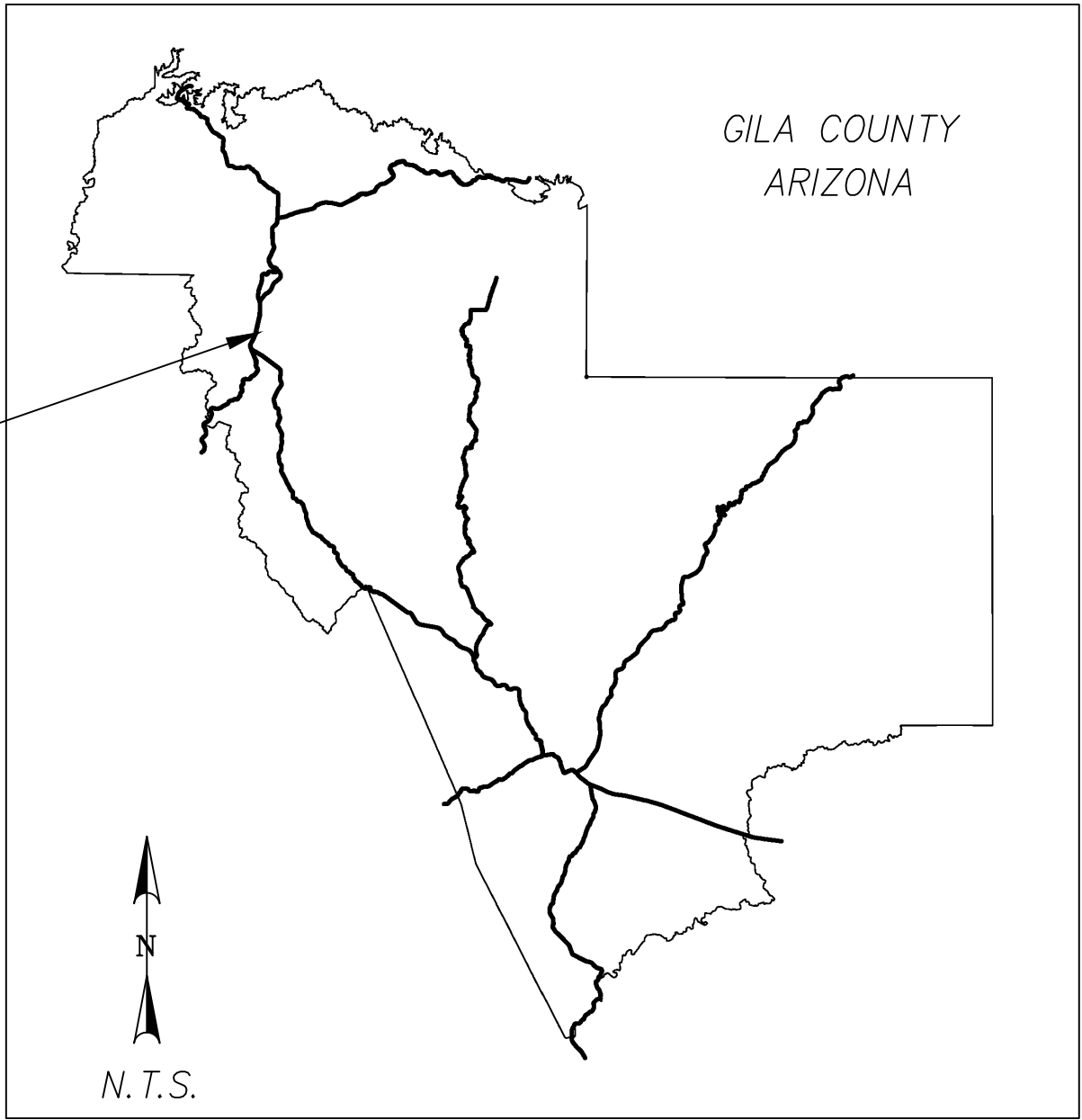
APPENDIX B

(PROJECT PLANS)



IMPROVEMENT PLANS FOR
DEER CREEK VILLAGE
SUBDIVISION
CUL-DE-SAC

PROJECT LOCATION



PROJECT SITE

GILA COUNTY BOARD OF SUPERVISORS

CHAIR	TOMMIE CLINE MARTIN	DISTRICT 1
MEMBER	TIM R. HUMPHREY	DISTRICT 2
MEMBER	WOODY CLINE	DISTRICT 3

COUNTY MANAGER
JOHN NELSON

PUBLIC WORKS DIVISION DIRECTOR
STEVE SANDERS

HWY SR 87



HWY SR 188

INDEX OF SHEETS

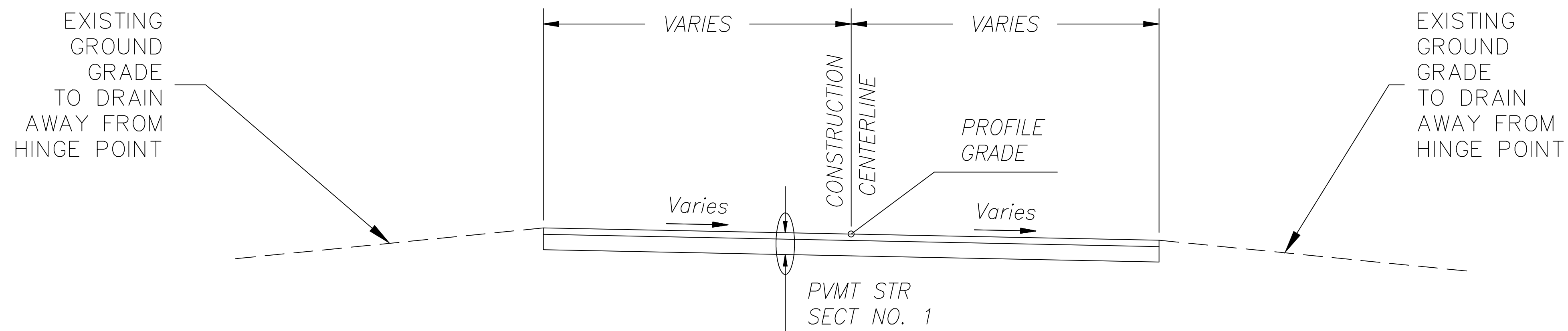
SHEET NO.	SHEET TYPE	DWG. NO.
SHEET 1	COVER	C1
SHEET 2	TYPICAL SECT. & DESIGN	T1
SHEET 3	GEOMETRIC SHEET	G1
SHEET 4	PROFILE SHEET	PR1
SHEET 5	REMOVAL PLAN	R1
SHEET 6	DETAIL SHEET	D1

GILA COUNTY CONTACT

ATTN: MARK GUERENA, COUNTY ENGINEER
GILA COUNTY PUBLIC WORKS DIVISION
745 NORTH ROSE MOFFORD WAY
GLOBE, ARIZONA 85501
PH: 928-402-8507

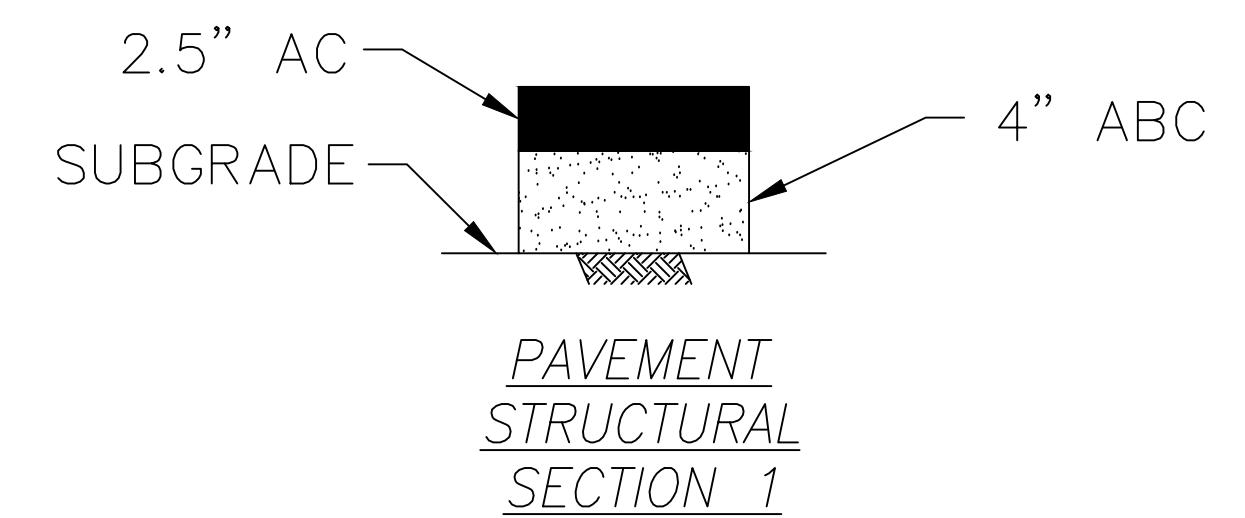
VICINITY MAP SECTION 5, TOWNSHIP 8N, RANGE 10E N.T.S.

GILA COUNTY PUBLIC WORKS DIVISION		
DEER CREEK VILLAGE		
COVER SHEET		
DRAWN BY: MCG	DATE: 01-31-2017	DWG NO. C1
SCALE: N.T.S.	JOB NO. GC2016-11	SHEET 1 OF 6



TYPICAL SECTION

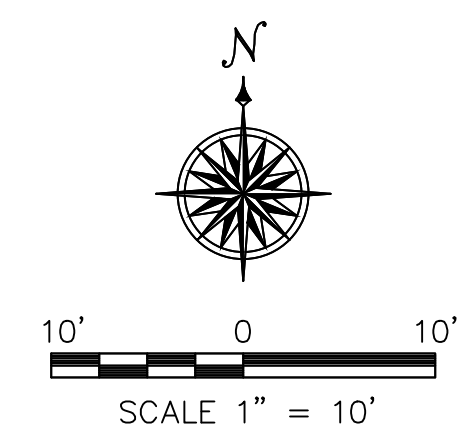
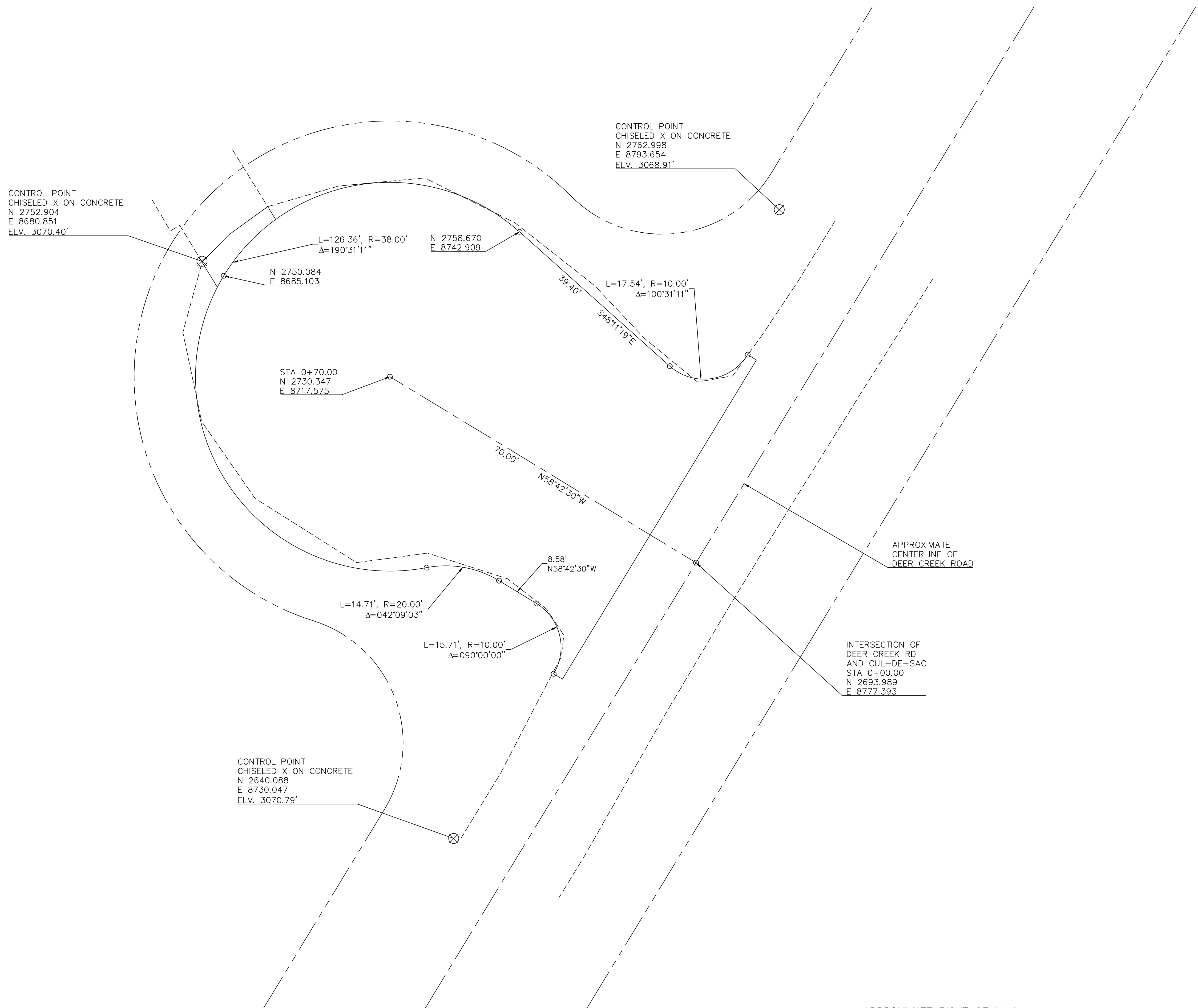
STA. 0+10.50 - 0+30.00 (SEE
DETAIL AND GEOMETRIC SHEET)



TYPICAL SECTION

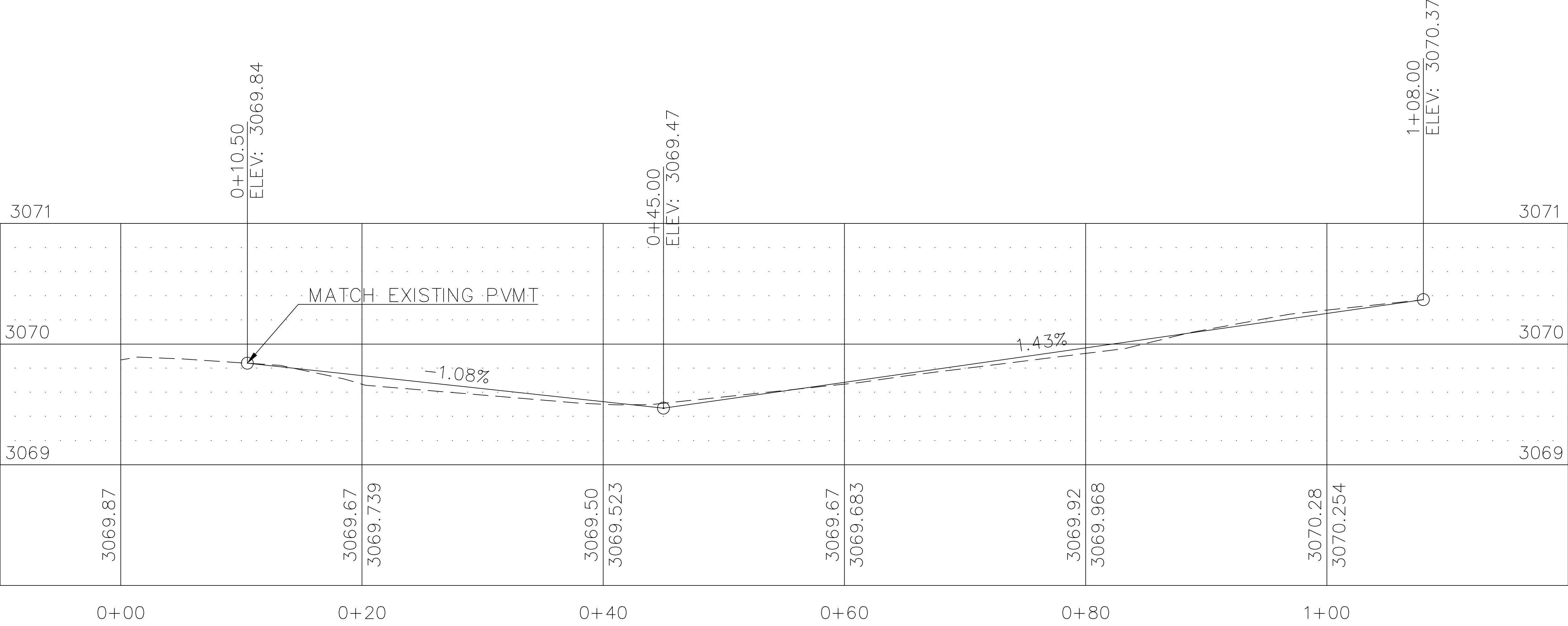
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DETAIL AND GEOMETRIC SHEET)

GILA COUNTY PUBLIC WORKS DIVISION		
DEER CREEK VILLAGE		
TYPICAL SECTION/DESIGN SHEET		
DRAWN BY: MCG	DATE: 01-31-2017	DWG NO. T1
SCALE: N.T.S.	JOB NO. GC2016-11	SHEET 2 OF 6



- APPROXIMATE RIGHT OF WAY
- APPROXIMATE EDGE OF EXISTING PAVEMENT
- NEW PAVEMENT

GILA COUNTY PUBLIC WORKS DIVISION		
DEER CREEK VILLAGE		
GEOMETRIC SHEET		
DRAWN BY: MCG	DATE: 01-31-2017	DWG NO. G1
SCALE: 1" = 10'	JOB NO. GC2016-11	SHEET 3 OF 6



--- EXISTING GROUND
— FINISHED GRADE LINE

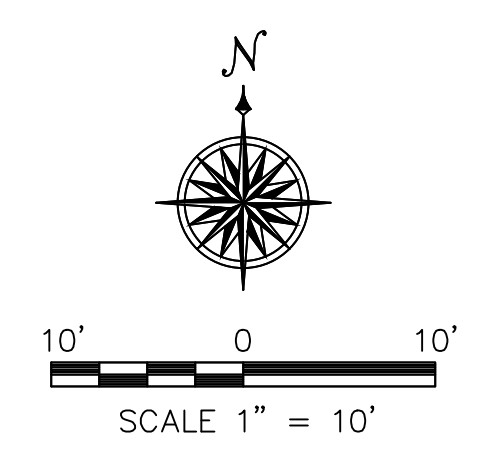
GILA COUNTY PUBLIC WORKS DIVISION		
DEER CREEK VILLAGE		
CENTERLINE OF CUL-DE-SAC PROFILE		
DRAWN BY: MCG	DATE: 01-31-2017	DWG NO. PR1
SCALE: N.T.S.	JOB NO. GC2016-11	SHEET 4 OF 6

EXISTING
CONCRETE
DRIVEWAY
TO REMAIN

REMOVE
EXISTING
ASPHALT
CONCRETE
674 SQ. YDS
(SEE NOTE)

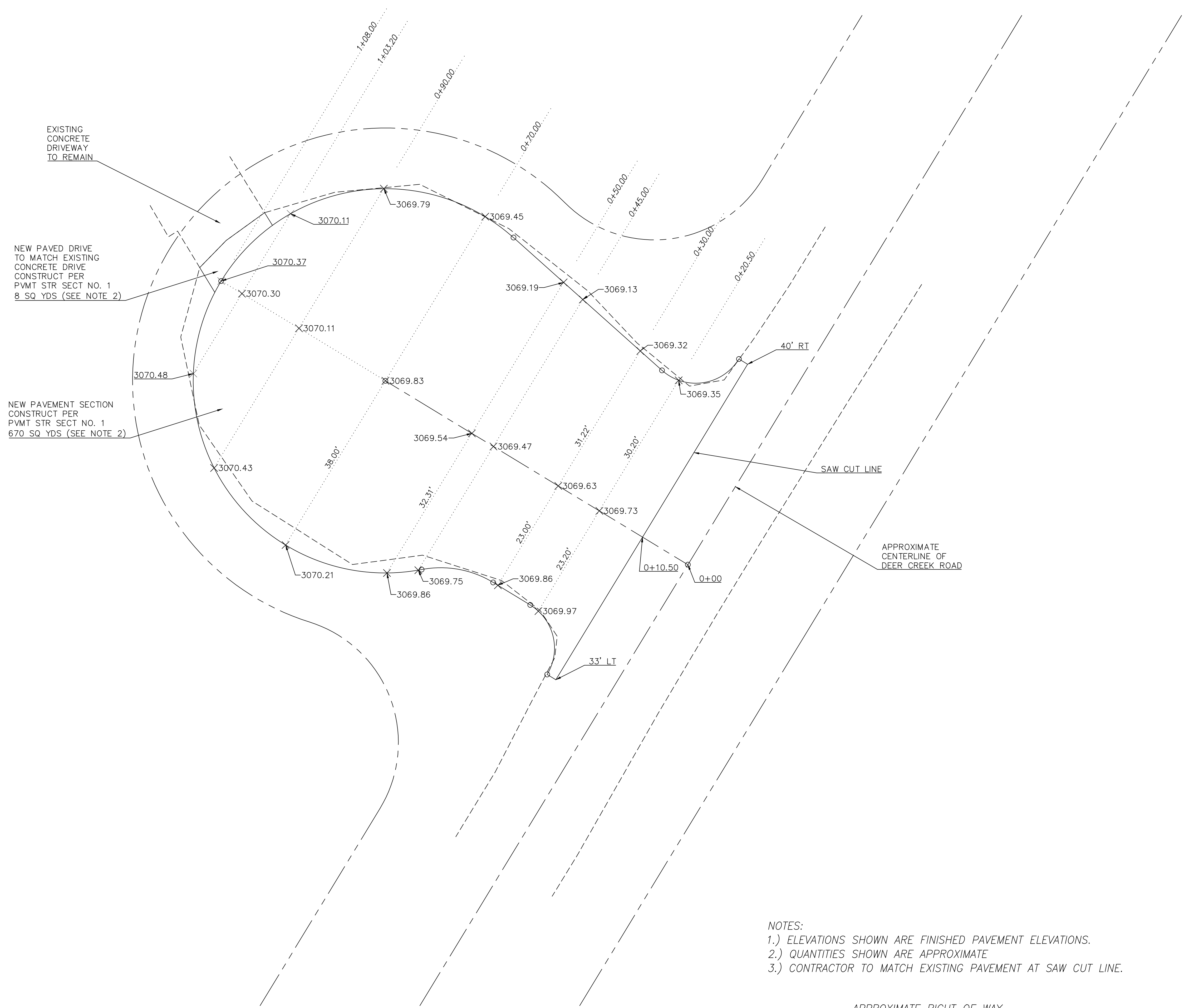
SAWCUT LINE

APPROXIMATE
CENTERLINE OF
DEER CREEK ROAD



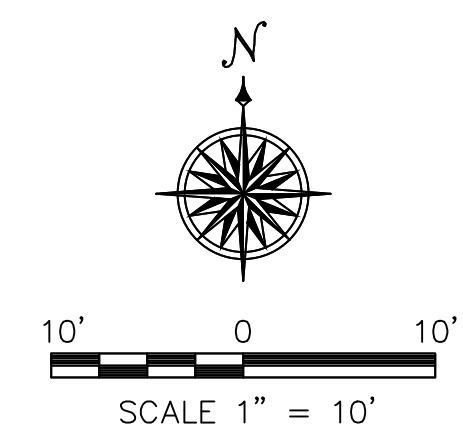
NOTE: QUANTITIES SHOWN ARE APPROXIMATE
- - - - - APPROXIMATE RIGHT OF WAY
- - - - - APPROXIMATE EDGE OF EXISTING PAVEMENT

GILA COUNTY PUBLIC WORKS DIVISION		
DEER CREEK VILLAGE		
REMOVAL PLAN		
DRAWN BY: MCG	DATE: 01-31-2017	DWG NO. R1
SCALE: 1" = 10'	JOB NO. GC2016-11	SHEET 5 OF 6



- NOTES:
1.) ELEVATIONS SHOWN ARE FINISHED PAVEMENT ELEVATIONS.
2.) QUANTITIES SHOWN ARE APPROXIMATE
3.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT SAW CUT LINE.

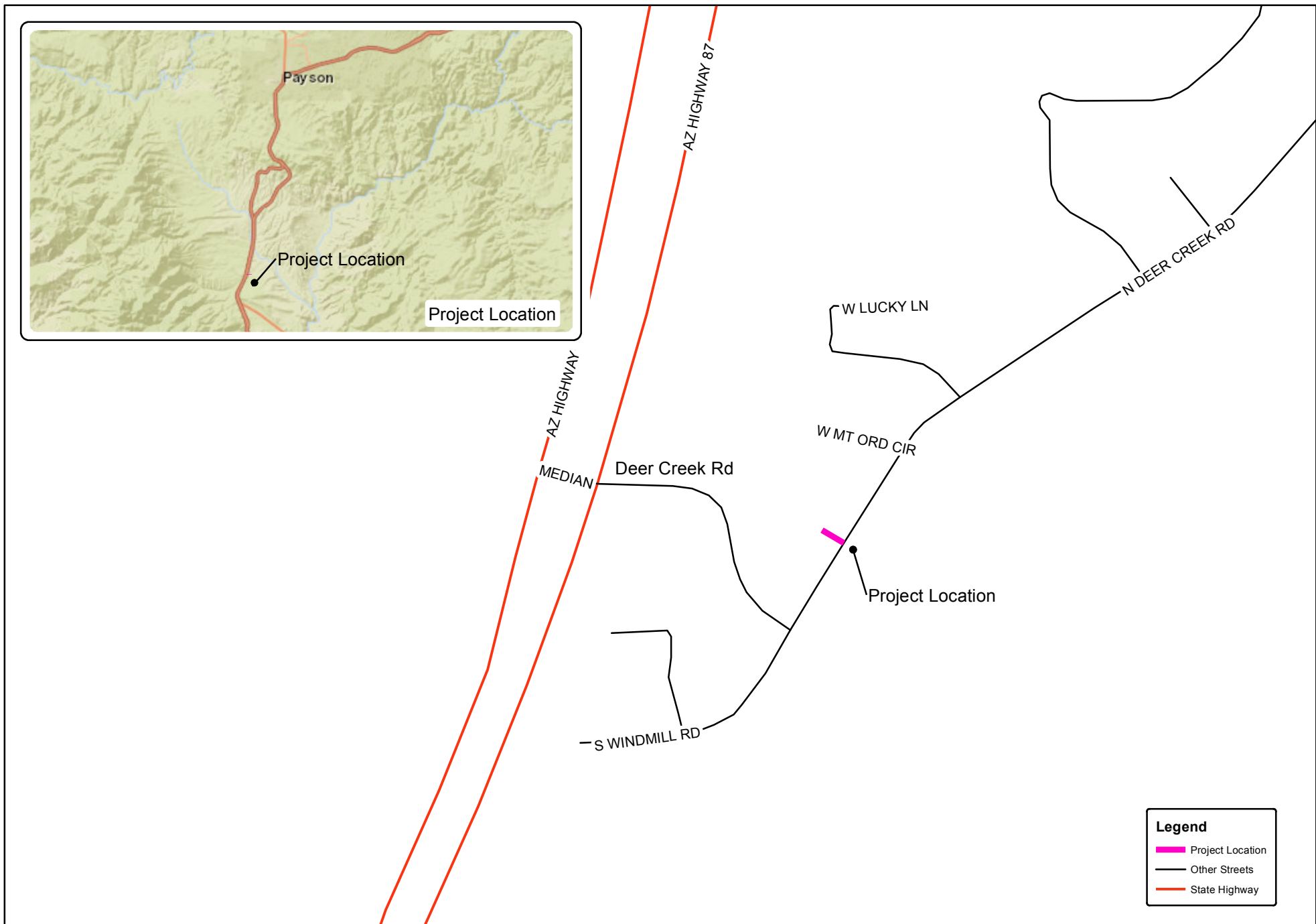
- APPROXIMATE RIGHT OF WAY
--- APPROXIMATE EDGE OF EXISTING PAVEMENT
— NEW PAVEMENT



GILA COUNTY PUBLIC WORKS DIVISION		
DEER CREEK VILLAGE		
DETAIL SHEET		
DRAWN BY: MCG	DATE: 01-31-2017	DWG NO. D1
SCALE: 1" = 10'	JOB NO. GC2016-11	SHEET 6 OF 6

APPENDIX C

(PROJECT LOCATION MAP)



Deer Creek Village Cul-de-sac Improvements



ARF-4165

Regular Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 03/07/2017

Submitted For: John Nelson, County Manager

Submitted By: Janice Cook, Executive Administrative Assistant

Department: County Manager

Information

Request/Subject

Amendments to Gila County Board of Supervisors Policy No. BOS-HRS-006 and Policy No. BOS-FIN-002.

Background Information

The Gila County Manager is requesting amendments to Policy No. BOS-HRS-006, Section II, Policy, County Manager, #4, and Policy No. BOS-FIN-002, Section II, Policy, Contract Approval, #1, #3, #5, and #6.

Evaluation

Because there will arise, from time-to-time, occasions when the County Manager will be otherwise engaged in the performance of his duties and responsibilities away from the County Seat and, therefore, unable to be personally present to sign Payroll Authorizations or contracts valued at \$50,000 or less per year, it is prudent that a policy is in place to allow the business of the County to proceed without undue delay. The countywide policies cited above do not allow for such contingencies. In order to correct this deficiency, the County Manager is requesting amendment of the cited sections to allow the Assistant County Manager authority to sign Payroll Authorization Forms and contracts of \$50,000 or less per year.

Conclusion

In order for the day-to-day business of the County to proceed without undue delay, it is prudent to amend Policy No. BOS-HRS-006, Section II, Policy, County Manager, #4, and Policy No. BOS-FIN-002 Section II, Policy, Contract Approval, #1, #3, #5, and #6 to authorize the Assistant County Manager to sign Payroll Authorization Forms and contracts of \$50,000 or less per year.

Recommendation

The County Manager recommends the amendment of Policy No. BOS-HRS-006, Section II, Policy, County Manager, #4, and Policy No. BOS-FIN-002, Section II, Policy, Contract Approval, #1, #3, #5, and #6 in order to authorize the Assistant County Manager to sign Payroll Authorization Forms and contracts of \$50,000 or less per year.

Suggested Motion

Information/Discussion/Action to approve the amendment of Policy No. BOS-HRS-006, Section II, Policy, County Manager, #4, and Policy No. BOS-FIN-002, Section II, Policy, Contract Approval, #1, #3, #5, and #6 to authorize the Assistant County Manager to sign Payroll Authorization Forms and contracts of \$50,000 or less per year to prevent an undue delay in the day-to-day business of the County. **(John Nelson)**

Attachments

HRS-BOS-006 markup

BOS-HRS-006 final

BOS-FIN-002 markup

BOS-FIN-002 final

GILA COUNTY, ARIZONA

BOARD OF SUPERVISORS POLICY

Subject: PAYROLL AUTHORIZATIONS	Policy Number: BOS-HRS-006	Page
	Adopted by BOS: 9-20-11 Revised 3-7-17	1 of 2

I. Purpose:

This policy sets forth the manner in which the Board of Supervisors and the County Manager, in conjunction with Gila County elected officials, conduct recruitment, selection and appointment for positions in County government.

II. Policy:

Board of Supervisors

1. The Board shall select and appoint its office staff, the County Manager, Clerk of the Board, and other positions as specified by Arizona Revised Statutes (ARS) or Board action, in a manner that ensures the appointment of qualified individuals who meet the administrative and operational needs of the County.
2. Compensation, assignment, supervision, discipline, and termination of these Board-appointed employees are at the discretion of the Board.

County Manager

1. Subject to the direction of the Board of Supervisors and the provisions of this policy, the County Manager is responsible for the recruitment, selection, appointment, compensation, assignment, supervision, discipline, and termination of all positions reporting to the County Manager. Additionally, all positions, except Chief Deputies reporting to each elected official, will be subject to following recommended guidelines. This will ensure there is uniformity and consistency in the selection, compensation, discipline and termination of Gila County employees.
2. For all positions, the following recruitment and selection process shall be used (as outlined in Gila County's Merit System Rules and Policies or the individual practices of each elected official's office as previously approved by the Board of Supervisors):
 - A. The County Manager shall develop a recruitment plan that assures open competition on an executive level search and addresses the administrative and operational needs of the County.

Subject: PAYROLL AUTHORIZATIONS	Policy Number: BOS-HRS-006	Page
	Adopted by BOS: 9-20-11 Revised 3-7-17	2 of 2

- B. Specific recruitment procedures may be developed and implemented by the County Manager.
 - C. Recruitment for positions and levels of compensation that have been approved by the Board of Supervisors and included in a fiscal year annual budget will require that a Payroll Authorization Form be submitted and approved by the Finance Director and Human Resources Director. After that approval is received, the Payroll Authorization Form will be forwarded to the County Manager for review and potential final approval.
 - D. Any recruitment or hiring requests that were not in the current fiscal year's approved operating budget must be individually submitted and approved by the Board of Supervisors.
3. County staff will prepare a monthly report summarizing all personnel changes to be submitted at the first Board of Supervisors meeting of each month highlighting all activity from the previous calendar month.
 4. For all positions the County Manager will adopt, utilizing currently approved practices of specific offices and/or future programs within the offices of Gila County's elected officials, procedures for performance evaluations, promotions, or changes for all Gila County employees. Once these procedures are adopted and if positions and pay levels were approved in the fiscal year budget the County Manager **or the Assistant County Manager** will have the authority to approve the associated Payroll Authorization Form and take the requested action.

SIGNATURE:

TOMMIE C. MARTIN
CHAIRMAN, BOARD OF SUPERVISORS

DATE

GILA COUNTY, ARIZONA

BOARD OF SUPERVISORS POLICY

Subject: PAYROLL AUTHORIZATIONS	Policy Number: BOS-HRS-006	Page
	Adopted by BOS: 9-20-11 Revised 3-7-17	1 of 2

I. Purpose:

This policy sets forth the manner in which the Board of Supervisors and the County Manager, in conjunction with Gila County elected officials, conduct recruitment, selection and appointment for positions in County government.

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Board of Supervisors

1. The Board shall select and appoint its office staff, the County Manager, Clerk of the Board, and other positions as specified by Arizona Revised Statutes (ARS) or Board action, in a manner that ensures the appointment of qualified individuals who meet the administrative and operational needs of the County.
2. Compensation, assignment, supervision, discipline, and termination of these Board-appointed employees are at the discretion of the Board.

County Manager

1. Subject to the direction of the Board of Supervisors and the provisions of this policy, the County Manager is responsible for the recruitment, selection, appointment, compensation, assignment, supervision, discipline, and termination of all positions reporting to the County Manager. Additionally, all positions, except Chief Deputies reporting to each elected official, will be subject to following recommended guidelines. This will ensure there is uniformity and consistency in the selection, compensation, discipline and termination of Gila County employees.
2. For all positions, the following recruitment and selection process shall be used (as outlined in Gila County's Merit System Rules and Policies or the individual practices of each elected official's office as previously approved by the Board of Supervisors):
 - A. The County Manager shall develop a recruitment plan that assures open competition on an executive level search and addresses the administrative and operational needs of the County.

Subject: PAYROLL AUTHORIZATIONS	Policy Number: BOS-HRS-006	Page
	Adopted by BOS: 9-20-11 Revised 3-7-17	2 of 2

- B. Specific recruitment procedures may be developed and implemented by the County Manager.
 - C. Recruitment for positions and levels of compensation that have been approved by the Board of Supervisors and included in a fiscal year annual budget will require that a Payroll Authorization Form be submitted and approved by the Finance Director and Human Resources Director. After that approval is received, the Payroll Authorization Form will be forwarded to the County Manager for review and potential final approval.
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 4. For all positions the County Manager will adopt, utilizing currently approved practices of specific offices and/or future programs within the offices of Gila County's elected officials, procedures for performance evaluations, promotions, or changes for all Gila County employees. Once these procedures are adopted and if positions and pay levels were approved in the fiscal year budget the County Manager or the Assistant County Manager will have the authority to approve the associated Payroll Authorization Form and take the requested action.

SIGNATURE:

TOMMIE C. MARTIN
CHAIRMAN, BOARD OF SUPERVISORS

DATE

GILA COUNTY, ARIZONA

BOARD OF SUPERVISORS POLICY

Gila County Policy PROCUREMENT-CONTRACTS	Policy Number: BOS-FIN-002	Page
	Adopted by BOS: 9-20-11	1 of 6
	Revised: 3-7-17	

I. Purpose:

To ensure contracting for Gila County is done in a consistent and uniform manner to maximize the taxpayers' investment in Gila County government. This policy covers all departments and elected offices of Gila County and all contractual agreements made on behalf of Gila County, including those made by bid awards, those authorized by a resolution of the Board of Supervisors, Arizona Revised Statutes, federal regulations, or any other authority or prior written agreement.

II. Policy:

Overview

The responsibility for processing and finalizing a contract lies with the Procurement Group. After that, the responsibility for monitoring, administering and evaluating the direct performance of services rendered, pursuant to any contract, remains with the department and elected offices engaging or acquiring the service or commodity.

Centralized Contracts Administration

The Procurement Group consists of employees within Gila County that research and request bid proposals and maintain vendor relationships to facilitate the preparation of all contractual agreements on behalf of Gila County. The Procurement Group works with and supports all departments and elected offices within Gila County and reports directly to the Finance Director. The Procurement Group is the point through which all contracts will be processed to assure proper administrative review prior to being submitted to the Finance Director, County Attorney's Office, County Manager or Board of Supervisors for approval. The Procurement Group will maintain a central file for all County contracts under an indexing system that will provide positive identification of all documents and facilitate document retrieval.

Contract Development

1. Whenever possible, all non federal and state contracts will be initiated and developed by Gila County.
2. All contract documents will be reviewed, modified, executed and administered in accordance with Procurement Group procedures.

Gila County Policy PROCUREMENT-CONTRACTS	Policy Number: BOS-FIN-002	Page
	Adopted by BOS: 9-20-11	2 of 6
	Revised: 3-7-17	

3. All contracts for general and professional services, intergovernmental agreements, and memorandums of understandings, will be approved as to form by the County Attorney before being submitted to the contractor for review and signature, prior to approval by the County Manager or the Board of Supervisors except as set forth below.

- A. Notwithstanding the above requirements, contracts for general and professional services that utilize a form of contract authorized by the County Attorney and valued at less than \$25,000 need not be subsequently approved as to form by the County Attorney. Solicitations that will result in contracts with a value over \$25,000 shall be approved as to form by the County Attorney regardless of whether the County Attorney has approved the form of the contract.

Contract Term

Contracts for materials and services shall have a specific term (date of commencement and expiration date). Contracts that do not exceed one year may be approved by the County Manager. Contracts with terms that exceed 12 months in duration must be approved by the Board of Supervisors and should not obligate Gila County for more than 4 years. Contracts with annual renewals are acceptable as long as the Board of Supervisors has the option not to renew if so desired.

Contract Scope

Each proposed contract shall have a specific scope of work that identifies the exact service or items to be provided. It shall be the responsibility of the department or elected office engaging or acquiring the service or commodity to assure the contractor's strict compliance with ALL terms and scope of the contract.

Monetary Commitments

The financial terms of all contracts should have a fixed / predetermined value or not to exceed amount. Contracts with variable financial terms such as hourly rates or reimbursable expenses shall have a specific contractual ceiling amount or a not to exceed value.

Gila County Policy PROCUREMENT-CONTRACTS	Policy Number: BOS-FIN-002	Page
	Adopted by BOS: 9-20-11	3 of 6
	Revised: 3-7-17	

Contract Approval

1. General Contracts (Rentals, Leases, Service or Maintenance)

All contracts and amendments, regardless of value shall be approved by the appropriate authority in Gila County prior to authorization to proceed. Contracts valued at \$50,000 or less per year may be approved by the County Manager **or the Assistant County Manager** or designee. Any contract exceeding \$50,000 must be presented to the Board of Supervisors for review and approval. The County Manager **or the Assistant County Manager** may execute an amendment, to any contract initially approved by the Board as long as the amendment does not alter the scope of the contract or the monetary commitment of the original Board award.

2. Grant Contracts (including original applications)

Grant contracts, due to various complexities and time requirements, often necessitate immediate approval in order to take advantage of available funds. Based upon the requirements/restrictions imposed by the grantor it is not always possible to follow approval policy. As such, grant contracts may be expedited by requesting that, with the approval of the Finance Director and County Manager, the Chair of the Board of Supervisors may execute the contract to be subsequently ratified by the Board, regardless of value. Grant applications submitted and approved by the County Manager which automatically become contracts must be submitted to the Board of Supervisors for ratification.

This section is used to expand the approval authority of the current Policy for Accepting and Administering Grants (Number BOS-3-2005).

3. Construction Contracts

Construction contracts for \$50,000 or less may be awarded and executed by the County Manager **or the Assistant County Manager**. Construction contracts for more than \$50,000 shall be awarded by the Board based upon bid responses presented to the Board of Supervisors at a regularly scheduled Board meeting. The Board award of this bid will authorize the execution of the contract by the Chair of the Board of Supervisors.

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4. Emergency Contracts

An emergency constitutes the need to address any existing or potential threat to the public health, welfare, property or safety. Departments or elected offices shall prepare supporting justification of need and provide this with contract scope to the Procurement Group. The County Manager shall review the documentation and if he/she concurs may execute the contract on behalf of Gila County if equal to or less than \$50,000.







5. Other Non-Procurement Contracts

Gila County enters other types of contractual arrangements which do not involve the acquisition of materials, services, equipment or construction. Examples of these contractual arrangements include, but are not limited to, acquisition and leasing of interests in real property, subordination agreements, lien releases, franchises, licenses, and software license agreements, use permits, revenue agreements, excise tax certification. The County Manager **or the Assistant County Manager** may approve these contracts if they do not obligate the County for more than 2 years or involve expenditures to the other party of not more than \$50,000.

6. Professional Services

Professional Services are those services rendered by a person/firm engaging in a recognized discipline that necessarily requires advanced training and specialized knowledge to perform. Such services also typically result from the predominant use of intellectual skills rather than physical skills.

Professional services for purposes of this policy are defined as including, but not limited to the following:

-  Attorneys
-  Management of loan proceeds
-  Contractual services used by counties when issuing bonds, including consultants, underwriters, and bond servicing companies
-  Architects
-  Court reporters
-  Physicians, nurse practitioners, physical therapists

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- ☐ Mental health therapists and psychiatrists
- ☐ Engineers
- ☐ Land surveyors
- ☐ Geologists
- ☐ Hydrologists
- ☐ Landscape architects
- ☐ Real estate appraisers
- ☐ Financial advising services
- ☐ Ambulance services
- ☐ Auditors, with the exception of the State Auditor General
- ☐ Mappers

Professional service contracts for \$50,000 or less may be awarded and executed by the County Manager **or the Assistant County Manager**.

Professional service contracts for more than \$50,000 shall be awarded by the Board of Supervisors.

7. Contract Termination

Prior to the completion of their normal contractual terms, County contracts may only be terminated by the same authority that originally approved those contracts. If a contract required County Manager approval, then the termination of the contract would at least require the approval of the County Manager. If a contract required approval by the Board of Supervisors, then the termination of that contract would also require approval of the Board of Supervisors.

Any department or elected office proposing to terminate a contract for convenience or cause must notify the Procurement Group. If the Procurement Group in conjunction with the County Attorney's Office determines that cause exists to terminate the contract or if contract may be terminated for convenience, the Procurement Group shall seek approval to terminate the contract from the approving authority. Upon approval of appointing authority, the Procurement Group shall prepare and deliver all necessary documents to terminate the contract.

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Administrative Follow-Up

The Procurement Group shall in cooperation with involved departments or elected offices, follow up on matters such as certificates of insurance, performance bonds, retentions, expirations, cancellations, renewals, and other matters not directly related to delivery of the service or commodity to be supplied under the contract.

For all official correspondence, contractors and internal county departments or elected offices must reference the contract number or associated purchase order number, on all bonds, insurance certificates, invoices, credits, amendments, and other documents related to the contract.

Reporting

The Finance Department will prepare a report on a weekly basis highlighting all contracts that were entered into or terminated over the past calendar month. This report will be submitted to the first regular Board of Supervisors meeting of each month.

SIGNATURE:

TOMMIE C. MARTIN
CHAIRMAN, BOARD OF SUPERVISORS

DATE

GILA COUNTY, ARIZONA

BOARD OF SUPERVISORS POLICY

Gila County Policy PROCUREMENT-CONTRACTS	Policy Number: BOS-FIN-002	Page
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I. Purpose:

To ensure contracting for Gila County is done in a consistent and uniform manner to maximize the taxpayers' investment in Gila County government. This policy covers all departments and elected offices of Gila County and all contractual agreements made on behalf of Gila County, including those made by bid awards, those authorized by a resolution of the Board of Supervisors, Arizona Revised Statutes, federal regulations, or any other authority or prior written agreement.

II. Policy:

Overview

The responsibility for processing and finalizing a contract lies with the Procurement Group. After that, the responsibility for monitoring, administering and evaluating the direct performance of services rendered, pursuant to any contract, remains with the department and elected offices engaging or acquiring the service or commodity.

Centralized Contracts Administration

The Procurement Group consists of employees within Gila County that research and request bid proposals and maintain vendor relationships to facilitate the preparation of all contractual agreements on behalf of Gila County. The Procurement Group works with and supports all departments and elected offices within Gila County and reports directly to the Finance Director. The Procurement Group is the point through which all contracts will be processed to assure proper administrative review prior to being submitted to the Finance Director, County Attorney's Office, County Manager or Board of Supervisors for approval. The Procurement Group will maintain a central file for all County contracts under an indexing system that will provide positive identification of all documents and facilitate document retrieval.

Contract Development

1. Whenever possible, all non-federal and state contracts will be initiated and developed by Gila County.
2. All contract documents will be reviewed, modified, executed and administered in accordance with Procurement Group procedures.

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3. All contracts for general and professional services, intergovernmental agreements, and memorandums of understandings, will be approved as to form by the County Attorney before being submitted to the contractor for review and signature, prior to approval by the County Manager or the Board of Supervisors except as set forth below.

- A. Notwithstanding the above requirements, contracts for general and professional services that utilize a form of contract authorized by the County Attorney and valued at less than \$25,000 need not be subsequently approved as to form by the County Attorney. Solicitations that will result in contracts with a value over \$25,000 shall be approved as to form by the County Attorney regardless of whether the County Attorney has approved the form of the contract.

Contract Term

Contracts for materials and services shall have a specific term (date of commencement and expiration date). Contracts that do not exceed one year may be approved by the County Manager. Contracts with terms that exceed 12 months in duration must be approved by the Board of Supervisors and should not obligate Gila County for more than 4 years. Contracts with annual renewals are acceptable as long as the Board of Supervisors has the option not to renew if so desired.

Contract Scope

Each proposed contract shall have a specific scope of work that identifies the exact service or items to be provided. It shall be the responsibility of the department or elected office engaging or acquiring the service or commodity to assure the contractor's strict compliance with ALL terms and scope of the contract.

Monetary Commitments

The financial terms of all contracts should have a fixed / predetermined value or not to exceed amount. Contracts with variable financial terms such as hourly rates or reimbursable expenses shall have a specific contractual ceiling amount or a not to exceed value.

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Contract Approval

1. General Contracts (Rentals, Leases, Service or Maintenance)

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-  Management of loan proceeds
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-  Court reporters
-  Physicians, nurse practitioners, physical therapists

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Reporting

The Finance Department will prepare a report on a weekly basis highlighting all contracts that were entered into or terminated over the past calendar month. This report will be submitted to the first regular Board of Supervisors meeting of each month.

SIGNATURE:

TOMMIE C. MARTIN
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ARF-4213

Regular Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 03/07/2017

Submitted By: Marian

Sheppard, Clerk
of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sealed Bid for the purchase of Assessor's parcel no. 206-21-045B

Background Information

On July 21, 2016, the Gila County Treasurer deeded parcel number 206-21-045B to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. The property address for this parcel is 196 S. Glass Canyon, Miami, and it contains an delapidated and vandalized house.

This parcel was included in the list of properties to be sold at the Board of Supervisors' December 6, 2016, annual property tax sale/auction; however, it did not sell. After the sale, the property was added to a list of properties that did not sell at previous Board auctions and it was made available for purchase year round.

Evaluation

An individual expressed an interest in purchasing this property; however, she is requesting to purchase the property for less than the lien amount which is \$4,478.00. Gila County Resolution No. 15-05-05 states, "WHEREAS, the Board of Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price."

The subject property contains a deteriorating house which has broken windows and debris on the lot due to vandalism. It continues to deteriorate because people have been staying in the house and, as a result, it negatively affects the value of surrounding properties. The prospective buyer would like to purchase the property in order to clean it up and live in it. She has indicated that her sealed bid contains a letter to the Supervisors.

Conclusion

There are many blighted properties in Gila County. Due to liability issues, Gila County and municipalities, such as the Town of Miami, are unable to clean up the property because it is owned by the State of Arizona. It would be advantageous for the Board of Supervisors to consider a bid that is less than the lien amount so that the prospective buyer could clean up the property. It would be a win-win situation for both the prospective buyer, Gila County and the Town of Miami. The prospective buyer would be able to purchase a house at a nominal cost; the Town of Miami would have one less blighted property, and the County would benefit by having the property once again listed on the tax rolls.

Recommendation

It is recommended that the Board of Supervisors consider the bid for the purchase of tax parcel no. 206-21-045B.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-21-045B. **(Marian Sheppard)**

Attachments

Information on Parcel No. 206-21-045B

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE
Gila County, Arizona

March 28, 2016

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real
property owned by:

FALQUEZ IGNACIO G ESTATE OF

and situated in Gila County, Arizona:

PARCEL # 20621045B ACCOUNT # R008591

**Legal Description: Section: 30 Township: 01N Range: 15E POR
OF LOTS 404 & 406, BLK 6 OF LIVE OAK ADDITION, PLAT 37
DESC AS COMM AT THE NW COR OF LOT 404; TH S41D09'E, 15
TO**

which on **17 th day of February , 2011** was sold to **STATE OF
ARIZONA**

for taxes, interest and penalties and charges amounting to

\$ 4428.00

as represented in Tax Sale Certificate No. **11034247**

If redemption according to law be not made before the **30 th day of
June, 2016 .**

I will convey said premises unless the property is redeemed before the
stated date a treasurer's deed will be executed and delivered to the
county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

196 S. Glass Canyon

Rami

(An abandoned
house)

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.



TREASURER'S DEED A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **11 th** day of **May, 2016** notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **30 th** day of **June, 2016**, a Treasurer's Deed will issue to the said grantee, and

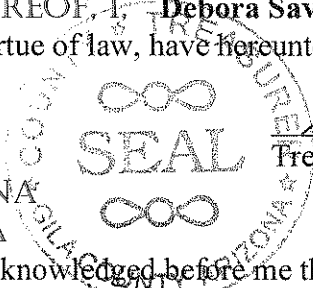
WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **20621045B**

ACCOUNT NUMBER: **R008591**

DESCRIBED AS : **Section: 30 Township: 01N Range: 15E POR OF LOTS 404 & 406, BLK 6 OF LIVE OAK ADDITION, PLAT 37 DESC AS COMM AT THE NW COR OF LOT 404; TH S41D09'E, 15 TO THE POB; TH S48D15'W, 4.0'; TH S41D09'E, 55.0'; TH N48D15'E, 4.0'; TH N48D15'E, 50.0'; TH N38D04'W, 20.0'; TH N48D15'E, 2.7'; TH N38D04'W, 36.03'; TH S48D15'W, 54.22' TO THE POB; = 0.07 AC**

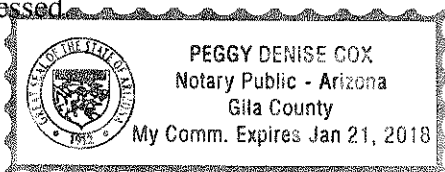
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **JULY, 2016**.



Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **21 st** day of **JULY, 2016** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox
Notary Public
My Commission Expires: **1-21-2018**



THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES
206-21-0458

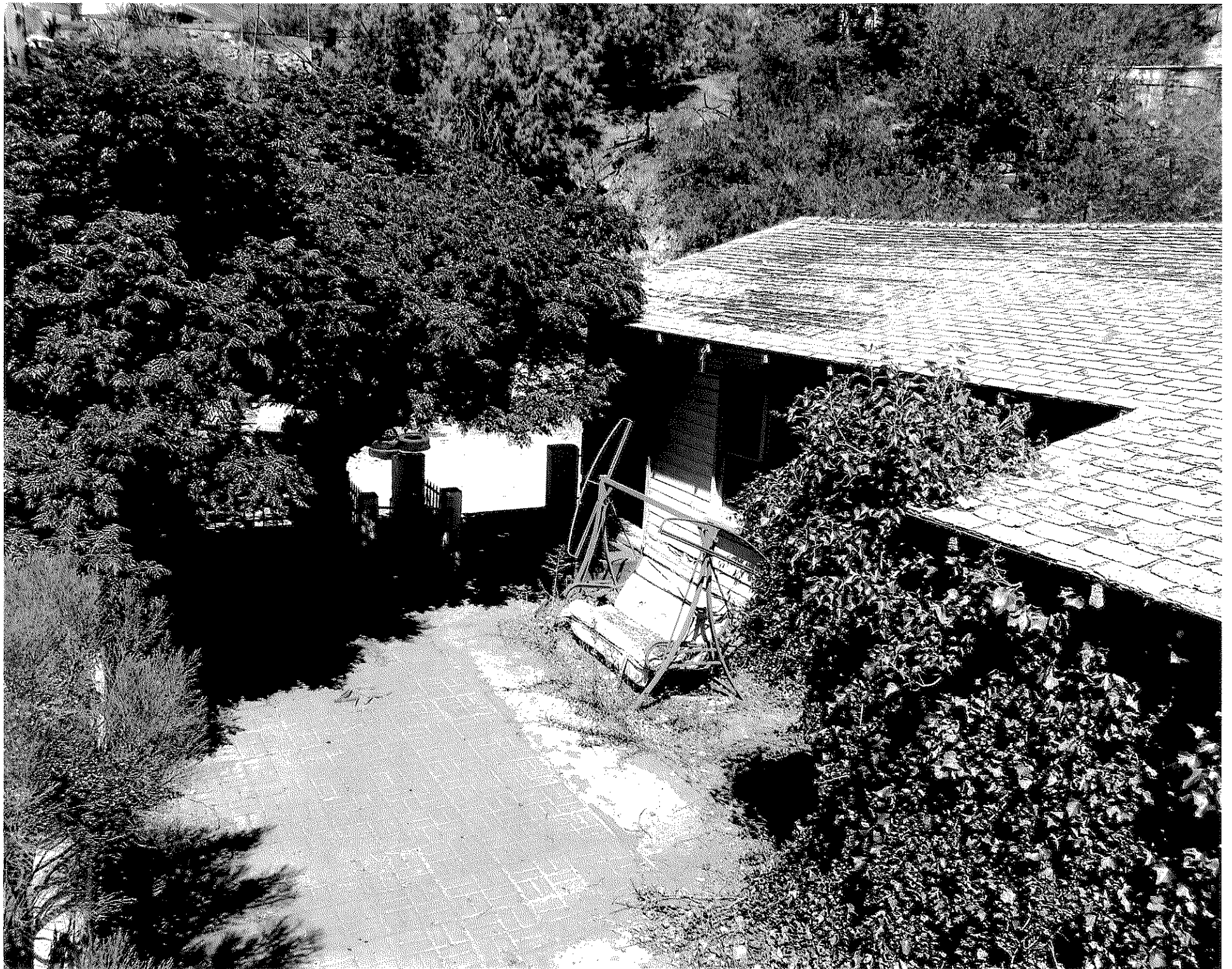
THE PROPERTY IS SUBJECT TO
FORECLOSURE FOR DELINQUENT TAXES
206-21-0458

Deborah Savage
TREASURER'S OFFICE

2307
FOOTING
FOREST PRODUCTS
APA
THE ENGINEERED
WOOD ASSOCIATION
1 1/2" x 8" x 16'
24/0 3/8" x 16'
SUITED FOR SPACER

DO NOT USE
IN A MORTAR
APPLICATION









ARF-4219

Regular Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 03/07/2017

Submitted For: Tommie Martin, Member, Board of Supervisors

Submitted By: Marian Sheppard, Clerk of the Board

Department: Board of Supervisors-District 1

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates 3/1/17-2/28/19 Grant?: No

Begin & End:

Matching No Fund?: Replacement

Requirement?:

Information

Request/Subject

County Manager Employment Contract

Background Information

The members of the Gila County Board of Supervisors desire the services of an experienced professional to oversee the day-to-day operations of County government under their purview; implement their directives and policies; lead county-wide strategic planning, programs, and initiatives; and provide them with the information necessary to properly assess the financial condition of County government and the efficiency and effectiveness of County services.

John F. Nelson is an experienced professional in local Arizona government management, particularly in Gila County, who possesses the skills and abilities to lead strategic, county-wide programs and initiatives and to oversee the day-to-day operations of Gila County government. Mr. Nelson has been hired as County Manager, but the Board desires to preserve stability and continuity, and promote independent and professional administration by engaging Mr. Nelson in a two-year employment agreement.

Evaluation

County Manager is a crucial position in Gila County government. To preserve stability and maintain continuity, it is important to have an experienced professional in this position and to have a statement of the mutual commitment of the parties to the financial and operational well-being of Gila County government on behalf of the citizens of Gila County.

Conclusion

It is in the best interests of Gila County to engage John F. Nelson as its County Manager for a two-year term commencing March 1, 2017, and concluding February 28, 2019.

Recommendation

It is in the best interests of Gila County to engage John F. Nelson as its County Manager for a two-year term commencing March 1, 2017, and concluding February 28, 2019.

Suggested Motion

Information/Discussion/Action regarding a proposed two-year Employment Contract between Gila County and John F. Nelson for the period March 1, 2017, through February 28, 2019. **(Tommie Martin)**

Attachments

County Manager Employment Contract

EMPLOYMENT CONTRACT GILA COUNTY MANAGER

THIS AGREEMENT is made by and between **GILA COUNTY, ARIZONA**, a body politic (County), and **JOHN F. NELSON** (Nelson).

WHEREAS, County desires to employ Nelson as the Gila County Manager; and,

WHEREAS, County has determined that requiring Nelson to enter into an employment agreement will preserve stability in County government and will promote independent and professional administration.

NOW, THEREFORE, in consideration of the terms and conditions hereafter set forth, County and Nelson agree as follows:

1. Employment Contract. Pursuant to the powers vested in the Board of Supervisors (Board) under A.R.S. §11-251 *et seq.*, County hereby contracts with Nelson to serve as the Gila County Manager, in which capacity he shall be responsible for the executive and administrative functions of the County, subject to the control of the Board. During the term of this Agreement, Nelson agrees not to engage in any other form of paid employment without the prior written consent of the Board.
2. Term. The term of this Agreement shall begin on March 1, 2017, and terminate on February 28, 2019, unless earlier terminated pursuant to the provisions of Paragraph 5 below.
3. Salary. In consideration of Nelson's performance of his duties hereunder, County shall initially pay to Nelson an annual salary of One Hundred Twenty-two Thousand Nineteen dollars (\$122,019.00). Nelson's salary shall thereafter be subject to such pay adjustments that may be accorded Gila County employees generally. Nelson shall be evaluated by the Chairman of the Board annually in the month of December.
4. Benefits. During the term of this Agreement:
 - (a) County shall reimburse Nelson for all reasonable expenses and expenditures made or incurred by Nelson directly in connection with his employment hereunder provided, however, that:
 - i. such expenses and reimbursements shall at all times be subject to Arizona law and the rules and regulations established by County; and,
 - ii. an appropriate and proper request is made for reimbursement which includes documentation of the expenses incurred.

- (b) Nelson shall be permitted the use of a County vehicle in conducting County business in the manner available to other County employees and staff. In the event a County vehicle is unavailable or the need could not reasonably have been foreseen, Nelson shall be reimbursed for mileage at the allowable rate for use of his private vehicle while in the course of conducting County business in the manner available to other County employees and staff.
 - (c) County shall provide Nelson with such group health, medical, dental, disability and other coverages as are available to all other County employees and staff.
 - (d) Nelson shall accrue twenty (20) days of annual leave and shall accrue sick leave in the same manner as all other County employees and staff.
 - (e) In the event this Agreement is terminated by the resignation of Nelson, by removal of Nelson by County, or by expiration of the terms of this Agreement, Nelson shall be paid the value of accumulated leave pursuant to County policy. Said sum shall be payable in a single lump sum within thirty (30) days after the effective date of such resignation or removal.
5. Termination. As County Manager, Nelson will be in the County Personnel "Unclassified Service" and exempt from the County Merit System. Nelson shall serve at the pleasure of the Board. Nelson's services as County Manager may be terminated for any or no reason, with or without cause. Termination, whether for cause or without cause, shall require a majority vote of the members of the Board.

For purposes of this Agreement, the term "for cause" shall mean any of the following:

- (a) Material neglect by Nelson of his duties and responsibilities. Prior to the vote of the Board, Nelson shall have the right to have the members of the Board present evidence of his material neglect and to respond.
- (b) A determination of a majority of the members of the Board that Nelson has committed acts which would constitute a crime which would materially affect his suitability for continued employment as County Manager, provided, however, that should subsequent criminal proceedings against Nelson or civil proceedings between Nelson and County fail to establish that Nelson committed such acts or that such acts constituted a crime materially affecting Nelson's suitability for continued employment as Gila County Manager, then Nelson's removal because the Board made such determination shall be deemed as removal without cause.
- (c) Nelson's conviction or acknowledgment of guilt of a felony or misdemeanor involving theft or any crime of dishonesty or moral turpitude.

6. Severance Pay. In the event the Board terminates Nelson without cause prior to the end of the term of this Agreement, Nelson shall receive a sum equal to six months of his then annual salary which shall be payable in a single lump sum within thirty (30) days of the effective date of such termination.

In the event the Board removes/terminates Nelson for cause, Nelson shall not be entitled to severance pay.

In the event the Board elects not to renew or extend Nelson's appointment beyond the term set forth in Paragraph 2, County shall provide Nelson six (6) calendar months' notice of its intention not to renew or extend, or no later than September 30, 2018. In the event Board fails to provide notice of intention not to renew by September 30, 2018, Nelson shall receive payment of a sum equal to six (6) months of his then annual salary which shall be payable in a single lump sum within thirty (30) days of the effective date of the expiration of the Agreement.

7. Resignation. In the event Nelson voluntarily resigns his position, he shall be required to give County written notice at least sixty (60) days prior to his last workday, unless County and Nelson otherwise mutually agree. In the event of such resignation, Nelson shall not be entitled to severance pay.
8. Indemnification. County shall defend and indemnify Nelson against any action including, but not limited to, any tort, professional liability claim or demand, or other non-criminal legal, equity or administrative action whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Nelson's duties as County Manager, other than an action brought by the County against Nelson. Acts involving intentional or criminal conduct will be considered to fall outside the performance of the duties of County Manager.

In addition, County shall pay Nelson the reasonable expenses for travel, lodging, meals, and lost work time should Nelson be subject to such, should an action be pending after the termination of Nelson or the end of his County employment. County shall be responsible for and have the authority to compensate and settle any action without prior consultation with Nelson, and pay the amount of any settlement or judgment rendered in such action. Nelson shall cooperate fully with County in the settlement, compromise, and preparation of the defense or any trial of any such action.

9. Arizona Law: Severability. This Agreement is subject to the provisions of A.R.S. §11-251.1 and A.R.S. §38-511. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement and all other provisions shall remain in full force and effect.

10. Expiration. Upon expiration this Agreement will become a month-to-month agreement until such time as it is terminated or a new Agreement is entered.
11. Conflicts of Interest. This Agreement is subject to the provisions of A.R.S. §38-511.
12. Amendment. This Agreement shall not be modified or amended except by a mutually executed written agreement, authorized and approved by County and Nelson.
13. Date of Execution. The date of this Agreement shall be the last date of signing by the parties herein.
14. Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If Contractor uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Gila County retains the legal right to inspect the papers of Contractor and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.
15. Contractor hereby certifies that it is not currently engaged in and will not for the duration of this agreement engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by Gila County up to and including termination of this Agreement.

WHEREFORE, the parties have signed this Agreement on the date below set forth.

GILA COUNTY BOARD OF SUPERVISORS

JOHN F. NELSON

Tommie C. Martin, Chairman Date

Date

APPROVED AS TO FORM:

ATTEST:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

Marian Sheppard, Clerk of the Board
Gila County Board of Supervisors

ARF-4198

Consent Agenda Item 5. A.

Regular BOS Meeting

<u>Meeting Date:</u>	03/07/2017		
<u>Submitted For:</u>	Malissa Buzan, Director	<u>Submitted By:</u>	Allison Torres, Case Manager
<u>Department:</u>	Community Services	<u>Division:</u>	Comm. Action Program/Housing Servs.
<u>Fiscal Year:</u>	2016-2017	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin & End:</u>	3/7/2017-6/30/2017	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	New

Information

Request/Subject

Amendment No. 2 to the 2016-2017 Independent Contractor Agreement, Contract No. 07012016-17.

Background Information

The Gila County Board of Supervisors approved Independent Contractor Agreement No. 07012016-17 with the Arizona Community Action Association on July 5, 2016.

Amendment No. 2 to the Agreement was approved by the Board of Supervisors on November 1, 2016.

Evaluation

The purpose of this amendment is to increase the Utility Repair Replacement Deposit (URRD) funds by the amount of \$35,000 for the Total Allocation. The Direct Service amount will increase to \$80,640.74 and the Program Delivery amount will increase to \$6,451.26. The new allocation for URRD will be \$87,092.00 (Direct Service + Program Delivery).

Conclusion

By the Board of Supervisors approving this amendment, the Gila County Community Services Division will receive an increase in URRD funds to be used for utility deposits, repairs to existing utility related appliances or systems, and replacement of existing utility related appliances in eligible households.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this amendment.

Suggested Motion

Approval of Amendment No. 2 to Contract No. 07012016-17 between the Arizona Community Action Association and the Gila County Community Services Division to increase Utility Repair Replacement Deposit (URRD) funds by the amount of \$35,000 for a new total allocation of \$87,092.

Attachments

Amendment No. 2 to Contract No. 07012016-17

Amendment No. 1 to Contract No. 07012016-17

Contract No. 07012016-17

Approval as to Form



Arizona Community Action Association

**Amendment No. Two (2) to the 2016-2017
Independent Contractor Agreement
Contract No. 07012016-17**

The Independent Contract Agreement dated July 1, 2016, between Arizona Community Action Association (ACAA) and Gila County Community Action Program, A Department of the Gila County Community Services Division (hereinafter "Contractor") to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Purpose of the Amendment:

1. To increase the Utility Repair Replacement Deposit (URRD) funds by the amount of \$35,000.00 for the Total Allocation.

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

Utility Repair Replacement Deposit (URRD): To increase the Direct Service amount to \$80,640.74 and increase the Program Delivery amount to \$6,451.26. The new allocation for URRD will be \$87,092.00 (Direct Service + Program Delivery).

Additional:

ACAA hereby certifies that it is not currently engaged in and will not for the duration of this agreement engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by ACAA may result in action by Gila County Community Services up to and including termination of this Agreement.

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. Two (2), effective as of the effective date.

CONTRACTOR:
Gila County Board of Supervisors

By: _____

Name: Tommie C. Martin

Title: Chairman, Gila County

Date: _____

Approved as to Form:

By: _____

Name: Jefferson R. Dalton

Title: Deputy Gila County Attorney, Civil Bureau Chief

Date: _____

Address:
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Arizona Community Action Association,
an Arizona nonprofit corporation

By: 

Name: Cynthia Zwick

Title: Executive Director

Date: 2/9/17

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org



Arizona Community Action Association

**Amendment No. One (1) to the 2016-2017
Independent Contractor Agreement
Contract No. 07012016-17**

The Independent Contract Agreement dated July 1, 2016, between Arizona Community Action Association (ACAA) and **Gila County Community Action Program, A Department of the Gila County Community Services Division** (hereinafter "Contractor") to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Purpose of the Amendment:

1. To disburse Southwest Gas Energy Share – Bill Assistance funds in the amount of **\$4,282.00** (Total Allocation).
2. To disburse Southwest Gas Energy Share – Repair/Replacement funds in the amount of **\$2,200.00** (Total Allocation).

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

Southwest Gas Energy Share – Bill Assistance funds: To disburse a Direct Service amount of **\$3,892.73** and a Program Delivery amount of **\$389.27**. The total allocation of Southwest Gas Energy Share – Bill Assistance will be **\$4,282.00** (Direct Service + Program Delivery).

Section I. Services and Programs – 1.2 Fund Sources:

Southwest Gas Energy Share – Repair/Replacement funds: To disburse a Direct Service amount of **\$2,000.00** and a Program Delivery amount of **\$200.00**. The total allocation of Southwest Gas Energy Share – Bill Assistance will be **\$2,200.00** (Direct Service + Program Delivery).

Additional:

ACAA hereby certifies that it is not currently engaged in and will not for the duration of this agreement engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by ACAA may result in action by Gila County Community Services up to and including termination of this Agreement.

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

CONTRACTOR:

Gila County Board of Supervisors

By: 

Name: Michael A. Pastor

Title: Chairman, Gila County

Date: 11-1-2016

Approved as to Form:

By: 

Name: Jefferson R. Dalton

Title: Deputy Gila County Attorney, Civil Bureau Chief

Date: 11-1-2016

Address:

5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Arizona Community Action Association,
an Arizona nonprofit corporation

By: 

Name: Cynthia Zwick

Title: Executive Director

Date: Oct. 13, 2016

Address:

2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

List of Attached Exhibits:

- | | |
|-----------|---|
| Exhibit A | Southwest Gas Energy Share – Bill Assistance Program Summary |
| Exhibit B | Southwest Gas Energy Share – Repair/Replacement Program Summary |
| Exhibit C | Instructions for Assisting Clients in the Southwest Gas Customer-Owned Yard Line (COYL) Program Using Southwest Gas Energy Share - Repair/Replacement Funds |
| Exhibit D | Southwest Gas Meter Relocation Agreement for Customer-Owned Yard Line Program (used to verify client participation in the program). |

Exhibit A

SOUTHWEST GAS ENERGY SHARE – BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	<p>Current and past due charges, including deposits, late charges, reestablishment fees, and other related costs or fees.</p> <p>A client may receive a credit under circumstances where the case manager determines that the funds are necessary for the financial stability of the client.</p> <p>This may include assisting customers who have historically disconnected their gas in the summer, only to have a reconnection fee in the fall that they might have trouble paying. Providing a credit in the spring/summer months can allow them to avoid such fees.</p> <p>Credits must be given only to clients whose circumstances truly warrant them. In these situations, case notes should outline the details of the decision-making process.</p>
MAXIMUM GRANT AMOUNT:	\$400.00
ELIGIBILITY CRITERIA	<p>Household income must be at or below 200% of the federal poverty guidelines.</p> <p>Client must be the customer of record or a household member.</p>
CITIZENSHIP REQUIREMENT	None
CRISIS:	An acceptable crisis reason must be documented on the application.
PAYMENT GUARANTEE:	<p>Email: SCA-SWGAgencies@swgas.com</p> <p>Phone: (877) 967-9427</p> <p>Fax: (866) 997-9427</p>

Exhibit B

SOUTHWEST GAS ENERGY SHARE – REPAIR/REPLACEMENT PROGRAM SUMMARY

CAN PAY:	<p>Costs associated with repairing natural gas equipment (or replacement costs in cases where repair is impossible or repair costs would exceed replacement costs).</p> <p>Costs associated with gas line repair or relocation in conjunction with the Customer-Owned Yard Line (COYL) Program.</p>
MAXIMUM GRANT AMOUNT:	\$2,000.00
ELIGIBILITY CRITERIA	<p>Household income must be at or below 200% of the federal poverty guidelines.</p> <p>Client must be the customer of record or a household member.</p> <p><i>For appliance repair/replacement:</i> Proof of ownership of the appliance.</p> <p><i>For gas line repair/replacement in conjunction with COYL program:</i> Proof of client participation in COYL program (completed Meter Relocation Agreement, signed by client and SWG representative).</p>
CITIZENSHIP REQUIREMENT	None
CRISIS:	An acceptable crisis reason or a condition that endangers the health and safety of household members must be documented on the application.
ADDITIONAL DOCUMENTS:	<p><i>For appliance repair/replacement:</i> (1) Invoice for total costs from pre-approved contractor; (2) Client statement indicating that repairs/replacements have been completed.</p> <p><i>For gas line repair/replacement in conjunction with COYL program:</i> Completed Meter Relocation Agreement, signed by client and SWG representative.</p>
PAYMENT GUARANTEE:	<p>Email: SCA-SWGAgencies@swgas.com</p> <p>Phone: (877) 967-9427</p> <p>Fax: (866) 997-9427</p>

Exhibit C

Instructions for Assisting Clients in the Southwest Gas Customer-Owned Yard Line (COYL) Program Using Southwest Gas Energy Share – Repair/Replacement Funds

The COYL program is operated by Southwest Gas and is a service provided to certain Southwest Gas customers who elect to allow their gas meters to be relocated at the expense of Southwest Gas.

Southwest Gas Customers who are participating in the COYL program may be eligible for additional assistance with Southwest Gas Energy Share – Repair/Replacement funds under the following circumstances:

1. A gas leak at the customer's residence was discovered during the meter relocation process
AND/OR
2. The meter cannot be relocated to the original residence entry point and requires additional plumbing to complete the installation.

In these cases, the client would incur additional costs, not covered by the COYL program. These clients can be assisted with Southwest Gas Energy Share – Repair/Replacement funds if otherwise eligible. In order to assist these clients, their participation in the COYL program must be verified using a copy of their completed Meter Relocation Agreement, signed by both the client and a Southwest Gas representative.

**SOUTHWEST GAS CORPORATION****METER RELOCATION AGREEMENT****Customer –Owned Yard Line Program (ARIZONA)****1. AGREEMENT**

- 1.1 This is a Meter Relocation Agreement ("Agreement") dated _____ between Southwest Gas Corporation ("Southwest"), located at _____ and _____ ("Customer") whose mailing address is _____.
- 1.2 All binding communications concerning this Agreement shall be in writing and shall be delivered to each party at the address shown above or such other address as either party may hereafter specify in writing.
- 1.3 This Agreement may not be amended except in writing and executed by all of the parties hereto.
- 1.4 No assignment of this Agreement shall be binding upon Southwest without its prior written consent.
- 1.5 The mutual promises made and obligations undertaken by the parties constitute the consideration for this Agreement.

2. PROPOSED SERVICE ADDRESSES OR LOCATIONS**3. DESCRIPTION AND SKETCH OF THE REQUESTED FACILITIES**

- 3.1 Attached hereto as Exhibit A and made a part of this Agreement is a drawing or diagram of the gas distribution facilities ("Subject Facilities") Southwest proposes to install pursuant to this Agreement.

4. DESCRIPTION OF REQUESTED SERVICE

- 4.1 Gas service provided through the Subject Facilities will be used for the following purposes (indicate residential, commercial, industrial, and/or other purposes as appropriate): _____

5. AGREEMENT CONDITIONS

- 5.1 This Agreement is executed pursuant to Southwest's Customer-Owned Yard Line ("COYL") Program, which allows Southwest to relocate the natural gas meter and replace the Customer-owned exterior gas piping (piping that currently connects at the meter and continues to where the gas piping enters the Customer's premise) with gas piping that is owned and maintained by Southwest. In accordance with the COYL Program's terms and conditions, Southwest will relocate the meter and replace the COYL at no cost to the Customer. The Customer is responsible for all costs associated with house line (interior gas piping) modifications and testing.
- 5.2 The Customer is prohibited from building any type of closed structure over the Subject Facilities. If this occurs, the Customer must notify Southwest immediately to have Southwest's gas line(s) and/or meter relocated at the Customer's expense.
- 5.3 If Southwest cannot set the meter where the Customer's gas line(s) enter the house, the Customer will be responsible for ensuring that qualified technicians plumb the Customer's exterior gas line(s) to the new meter set location. The Customer will, at all times, be solely responsible for all maintenance and repairs related to piping that connects the meter to the house line.
- 5.4 Repairs or modifications to the Customer's gas line(s) completed by the Customer and/or plumber require a City or County clearance tag to indicate that the plumbing passed inspection before the meter can be turned on.
- 5.5 Southwest is not responsible: (a) for determining if the Customer's underground gas line(s) have branches, (b) for determining which appliances will be connected to the new service, or (c) for determining or confirming if a gas meter relocation will eliminate a leak on the Customer's branch piping, house lines, or appliances.
- 5.6 Customer acknowledges that exterior underground gas line(s) may have branches to other appliances (e.g., pool heater, barbecue, etc.), that may require repairs and/or replacement at the Customer's cost. Customer will, at all times, be solely responsible for all maintenance and repairs related to branch piping.
- 5.7 Customer acknowledges that gas service will be unavailable during construction. Once the meter relocation is completed, gas service will be restored. If the Customer is not present, the construction crew will leave a door hanger with instructions to contact Southwest to arrange for a reset and relight.
- 5.8 Southwest requires a minimum of _____ business days to obtain any necessary permits, locate utilities, and schedule the work. To determine when your project has been scheduled, please call _____ after 12 noon on the business day following the receipt of a signed Agreement.
- 5.9 Southwest may attempt to insert new Southwest piping into existing COYLs to minimize trenching.

5.10 Southwest is not responsible for damage that may occur to private water lines, irrigation systems or any other underground facilities and utilities that are not properly marked, nor is it responsible for any deteriorated Customer-owned facilities that are discovered during the meter relocation work. Southwest does not guarantee that the completed work area will be restored to its original condition.

6. COPY OF AGREEMENT

6.1 The Customer hereby acknowledges receipt of a copy of this Agreement.

7. OWNERSHIP AND EASEMENTS

7.1 Unless otherwise provided, the facilities constructed pursuant to this Agreement will at all times be owned by Southwest.

7.2 If Customer is the property owner, Customer agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, easement and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation, operation, maintenance, and removal of the Subject Facilities and (2) that no permanent obstructions will be placed over Subject Facilities and further agree to be responsible for any and all costs associated with removing any permanent obstructions that are placed over Subject Facilities.

7.3 If Customer is NOT the property owner, Customer hereby agrees: (1) to provide written permission from the property owner(s) allowing Customer to apply for the Subject Facilities and (2) to secure property owner(s) Agreement to Section 7.2 above granting Southwest such easement and right-of-way as necessary for the provision of natural gas service.

8. REGULATORY CHANGES

8.1 This Agreement is subject to the jurisdiction of the Arizona Corporation Commission ("Commission").

8.2 Southwest's Rules filed with the Commission, to the extent applicable and as they may be changed from time to time, are part of this Agreement.

8.3 The laws of the state of Arizona shall govern the interpretation of this Agreement.

WHEREFORE, the Parties have executed this Agreement as of the day and year specified in paragraph 1 hereof.

CUSTOMER

SOUTHWEST GAS CORPORATION

please print name

please print name

Customer signature & date signed

Southwest representative signature & date signed

Title _____

Distribution: White – Division Engineering Canary – Customer Pink - Originator

EXHIBIT A

Name _____ Phone () _____

Address _____ Atlas _____

Blue Stake No. _____ Lane Permit _____

Due Date _____ Excavation Permit _____

☐ Plumber Required

☐ Black Top

☐ Southwest to Trench

☐ County Clearance Required

☐ Concrete

☐ Customer to Trench

☐ City Clearance Required

☐ Dirt

☐ Insert Houseline (if possible)

☐ Excess Flow Valve (Form 338.0)

☐ Permit Required (City or County)

Comments _____

WR No. _____ Scheduled Date _____

Existing Pipe: Type _____ Size _____ Year Installed _____

New Pipe: Footage _____ Size _____ Meter Location _____

Southwest Technician Signature _____ Date Signed _____



INDEPENDENT CONTRACTOR AGREEMENT

2016-17 Utility Assistance Programs
Contract No. 07012016-17

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between Gila County Community Action Program, A Department of the Gila County Community Services Division (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

RECITALS:

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in *Section 1* (the "Fund Sources") pursuant to Program Documents (as defined in *Section 4*).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is \$102,341.00.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

1. Services and Programs.

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in *Section 1.2*: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in *Section 2*. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

Advocating, Educating and Partnering to Prevent and Alleviate Poverty.

1.2 **Fund Sources.** For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information No credits can be given to accounts.
Utility Repair Replacement Deposit (URRD)	\$48,233.33	\$3,858.67	\$52,092.00	Utility/Appliance Repair or Replacement Utility Deposit	Refer to Exhibit A, Appendix A: UURD Refer to Exhibit A, Appendix C: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status Agency makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Southwest Gas (SWG) LIEC Bill Assistance Program	\$6,000.00	\$0	\$6,000.00	Utility assistance for SWG customers	Refer to Exhibit A, Attachment 2: Southwest Gas Bill Assistance Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. Of total allocation, \$1,500.00 can be used for deposits. Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Home Energy Assistance Fund (HEAF)	\$832.73	\$83.27	\$916.00	Utility assistance and deposits	Refer to Exhibit A, Appendix B: HEAF
HEAF/Tribal	\$3,030.00	\$303.00	\$3,333.00	Utility assistance and deposits for Native Americans living on the reservation. Agency makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
APS Crisis Bill Assistance	\$33,333.33	\$6,666.67	\$40,000.00	Utility assistance for APS customers	Refer to Exhibit A, Attachment 2: APS Crisis Bill Assistance Program Summary Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Total:	\$91,429.39	\$10,911.61	\$102,341.00		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 **Training.** Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 **Program Modification.** ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 **Term.** Unless sooner terminated pursuant to *Section 2.2*, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on July 1, 2016 (the "Effective Date") and ending on June 30, 2017.

2.2 **Termination.** Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 **Effect of Termination; Survival.** Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 **Funding; Payments to Contractor.** Not later than the 15th day of each month, Contractor will submit an invoice to ACAA for all services Contractor performed during the prior month as required by *Section 4*. ACAA will endeavor to review Contractor's invoices and give notice to Contractor of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of Contractor's invoice to the applicable Fund Sources. Contractor acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 **Request for Additional Funds.** Contractor may submit in writing a request for additional funds to ACAA no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the ACAA Board of Directors on the next available agenda for final review and approval.

3.3 **Reimbursement of Expenses.** ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.4 **Expenditures.** ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate, is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the ACAA Board of Directors. Contractor may request the Advance Request Form through ACAA, if needed.

3.6 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

1. *Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

b. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish ACAAA with certificates of insurance (ACORD form or equivalent approved by ACAAA) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by ACAAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. **Compliance with Terms of Funding.** Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the documents attached hereto as *Exhibits A* through *B* and any written policies and procedures that ACAAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAAA on forms prescribed by ACAAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 **Grant Management System Database (GMS).** Contractor will ensure, all fund sources will be directly inputted into the GMS Database system, CAP60, or transferred electronically.

5. **Confidential Information.**

5.1 **Contractor's Obligation of Confidentiality.** Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this *Section 5* for the benefit of ACAAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 **Definition of Confidential Information.** Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAAA. Whether or not indicated to be confidential, the following information shall be deemed

to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. **Audit and Inspection.** ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. **Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability.** Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors.** Contractor may not assign Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold ACAA's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum.** This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Legal Arizona Workers Act Compliance.** 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.

ACAA 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 ACAA approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of ACAA'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 ACAA 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 Firm shall be entitled to an extension of time, but not costs.

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

14. **Counterparts; Facsimile.** This Agreement may be executed in counterparts and delivered by facsimile.

[Signature Page Follows]



List of Attached Exhibits:

- | | |
|-----------|---|
| Exhibit A | Home Energy Assistance Fund Policy Manual effective
July 1, 2016 – June 30, 2017 |
| Exhibit B | Federal Poverty Income Guidelines effective July 1, 2016 –
June 30, 2017 |

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR

Gila County Board of Supervisors

Arizona Community Action Association,
an Arizona nonprofit corporation

By: 

By: 

Name: Michael A. Pastor

Name: Cynthia Zwick

Title: Chairman

Title: Executive Director

Date: July 5, 2016

Date: June 30, 2016

Approved as to Form:

By: 

Address:

2700 North 3rd Street, Suite 3040

Phoenix, Arizona 85004

Fax No.: 602-604-0644

E-mail: czwick@azcaa.org

Name: Jefferson R. Dalton

Title: Deputy Gila County Attorney, Civil Bureau Chief

Date: July 5, 2016

Address:

5515 S. Apache Avenue, Suite 200

Globe, Arizona 85501



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

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

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

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

ARF-4195

Consent Agenda Item 5. B.

Regular BOS Meeting

Meeting Date: 03/07/2017

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Department: Constable - Payson Regional

Fiscal Year: 2017 Budgeted?: No

Contract Dates January 2017 Grant?: Yes

Begin & End: through June
2017

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Constables Ethics, Standards, Training Board FY2017 Equipment Grants.

Background Information

On January 6, 2017, the Gila County Constable Office's submitted two grant applications to the Constables Ethics, Standards, and Training Board which, if approved, will be used to purchase a ballistic vest in the amount of \$930.69 and for uniforms in the amount of \$1433.89. There was insufficient time to obtain approval from the Board of Supervisors due to the deadline to submit the applications.

On January 10, 2017, the Board of Supervisors authorized the submittal of the grant applications.

Evaluation

On January 31, 2017, the Gila County Constable Office's received written notification from the Constables Ethics, Standards, and Training Board that the requested grant funds were awarded to Gila County for the requested amounts. Grant Award Contract No. CNA17-501 needs to be executed in order to receive \$930.69, Grant Award Contract No. CNA17-502 needs to be executed in order to receive \$1,433.89.

Conclusion

The Board of Supervisors needs to accept two grant awards from the Constables Ethics, Standards, and Training Board on behalf of the the Gila County Constables' Offices by executing Grant Award Contract No. CNA17-501 in the amount of \$930.69, and Grant Award Contract No. CNA17-502 in the amount of \$1,433.89. Grant funds must be expended by June 30, 2017.

Recommendation

It is the recommendation of Constable Tony McDaniel that the Board of Supervisors accept the grant awards and execute the two Grant Award Contract documents.

Suggested Motion

Approval to accept two grant awards from the Constables Ethics, Standards, and Training Board, and authorization of the Chairman's signature on Grant Award Contract No. CNA17-501 in the amount of \$930.69 and Grant Award Contract No. CNA17-502 in the amount of \$1,433.89 for the County Constables' Offices' purchase of a ballistic vest and uniforms, respectively.

Attachments

Award Letter

Grant Award Contract No. CNA17-501

Grant Award Contract No. CNA17-502



**State of Arizona
Constable Ethics, Standards & Training Board**

January 31, 2017

Constable Tony McDaniel
Gila County Constables
108 W Main
Payson, AZ 85541

Dear Constable McDaniel:

Congratulations. Your recent applications to the State of Arizona's Constable Ethics, Standards & Training Board equipment grant program for **Ballistic Vests and Uniforms** have been approved for funding in the amounts of **\$930.69 & \$1,433.89** respectively. Funding requests during this cycle exceeded the funds available and some reductions were necessary.

In order to advance your projects and receive funding, the requisite contracts must be completed and executed by the authorized individual in your county.

Please find enclosed two (2) original copies of the Grant Award Contract for Grant No. **CNA17-501 & CNA17-502**. Both originals for **each** grant must be completed and signed by the authorized individual in your county. Return one signed original for **each** grant to the Constable Ethics, Standards & Training Board at the above listed address and retain one original for your records. Upon receipt, funds will be encumbered for your projects and, as called for in your approved proposals, funds will be released to advance your projects.

Be sure to review all pages of the contract and ensure that all necessary information is returned. Incomplete contracts will further delay the release of funds for your project.

When requesting funds, please refer to the requirements in deliverables section on pages 7 & 8 of the contract.

Again, congratulations on your funding award.

Sincerely,

Tracy Unmacht
Administrator

**ORIGINAL**

CONSTABLE ETHICS, STANDARDS & TRAINING BOARD

GRANT AWARD CONTRACT

GRANT NO. CNA17-501

Project Title: Ballistic Vests

Grant Award Amount: \$930.69

This Agreement Shall Become Effective: Upon the date a fully-executed original is received by the Constable Ethics, Standards and Training Board ("Board").

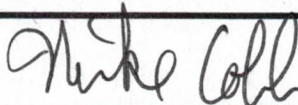
Termination Date: June 30, 2017. This agreement expires on this date unless prior written approval for an extension has been obtained from the Board. The Board in its sole discretion may approve an extension to further the goals and objectives of this Grant Award Contract, and to determine the length of any extension..

TERMS OF AGREEMENT

This Grant Award Contract is entered into by **Gila County (GRANTEE)**, and the **BOARD**, through its Chairman pursuant to authority granted to the Board by A.R.S. § 22-137 and A.R.S. § 22-138 and in accordance with A.R.S. § 41-2701 *et seq.* The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual terms, statutes and regulations governing the expenditure of Board funds.

This Grant Award Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.

The parties hereto agree to carry out the Provisions of this Grant Award Contract.

GRANTEE		BOARD	
Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
			1-20-17
Typed Name & Title (BELOW):		Typed Name & Title (BELOW):	
		Mike Cobb Chairman	



ORIGINAL

Definitions

As used throughout this Grant Award Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

1. "Board" means the State of Arizona Constable Ethics, Standards & Training Board.
2. "Chairman" means the agency head of the Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
3. "Deliverables" means the reports, documentation, and other materials developed for submission to the Board by the Grantee in the course of the Grantee's performance under this Grant Award Contract.
4. "Grant Application" means the application filed by the Grantee upon which this Grant Award Contract was awarded.
5. "Grant Award Contract" means this Grant Award Contract between the Board and Grantee.
6. "Grant Award Contract Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
7. "Grantee" means the county, person, firms, or organization performing the work or delivering the items described in this Grant Award Contract.
8. "Records" means all books, accounts, reports, receipts, files and other records relating to this Grant Award Contract.
9. "Scope of Work" means that part of this Grant Award Contract that describes the work to be performed by the Grantee to accomplish the Project purpose under this Grant Award Contract. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
10. The use of the word "shall" means the action described is mandatory under this Grant Award Contract and/or applicable law.
11. "State" means the State of Arizona, including the Board.

General Requirements

1. Governing Law and Dispute Resolution This Grant Award Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. Disputes arising during the performance of this Grant Award Contract will be resolved to the maximum extent possible through cooperation and coordination of the Grantee and the Board. If the parties are unable to resolve their differences by agreement, the parties agree to resolve all disputes arising out of or relating to this Grant Award Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes. Any litigation regarding this Grant Award Contract must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
2. Terms of this Grant Award Contract The terms of the Request for Grant Applications that led to the grant award incorporated in this Grant Award Contract are hereby incorporated into this Grant Award Contract by this reference, except that to the extent there is any conflict between the terms of the Request for Grant Applications and this Grant Award Contract, the terms of this Grant Award Contract shall prevail and shall govern the terms of the parties' obligations to each other.
3. Licenses, Permits and Authorizations Grantee shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this Grant Award Contract; and is responsible for compliance with all applicable local, state, and federal laws.
4. Modification and Amendment This Grant Award Contract may be modified only by a written Grant Award Amendment signed by Chairman of the Board or by another person authorized in writing by the Board to act on behalf of the Board.



5. Antitrust Claims Grantee assigns to the Board any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Grantee in exchange for grant funds provided under this Grant Awards Contract.
6. No Assignment No rights or interest in this Grant Award Contract shall be assigned by Grantee without prior written approval of the Board.
7. No Political Activities Grantee agrees that no funds provided or personnel employed under this Grant Award Contract shall be in any way engaged in conduct of political activities in violation of 5 U.S.C. § 1502.
8. Conflict of Interest Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner with the performance of services required under this Grant Award Contract.
9. Assessments, Evaluations and Information or Data Collection Grantee agrees to cooperate and participate with any and all assessments, evaluations or information or data collection requests.
10. Privacy Laws Grantee assures that it will comply with all state and federal laws regarding privacy during the course of this award.
11. Immigration Laws As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Grant Award Contract subject to penalties up to and including termination of this Grant Award Contract. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If State law is amended, the parties may modify this paragraph consistent with State law.
12. Severability If any provision of the Grant Award Contract is held invalid, the remainder of this Grant Award Contract shall not be affected thereby and all other parts of this Grant Award Contract shall be in full force and effect.
13. Relationship of Parties The parties agree that the Grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Board or the State as a result of this Grant Award Contract. The Grantee is solely responsible for the planning, design, scope, and implementation of the Scope of Work funded through this Grant Award Contract. Neither the Board nor the State is responsible for any liabilities resulting from the Grantee's planning, design, Scope of Work, implementation or performance of the Scope of Work funded through this Grant Award Contract.
14. No Waiver Either party's failure to insist on strict performance of any term or condition of this Grant Award Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
15. Records Retention Pursuant to A.R.S. §§ 35-214 and 35-215, Grantee shall retain and shall contractually require each contractor and subcontractor to retain all records relating to this Grant Award Contract for a period of five years after completion of the Grant Award Contract and until any litigation, claim, negotiation, audit, cost

recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the Board at reasonable times. Upon request, the Grantee shall produce the original of any or all such records at the offices of the Board.

16. Stop Work Notice In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Grant Award Contract, illegal or unpermitted activities, or other material discrepancies between the Grant Award Contract and the Grantee's activities, the Board reserves the right to issue notice to the Grantee to stop work. The notice will further specify that the Board will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the Board.
17. Period The Board agrees to reimburse Grantee for work activities performed during the time this Grant Award Contract is in effect. The Board is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Award Contract or after this Grant Award Contract is no longer in effect. The Board may extend the time this Grant Award Contract is in effect, if requested by the Grantee by executing a Grant Award Contract Amendment.
18. Contractors, Subcontractors and Consultants Contractors, subcontractors or consultants may be used in the performance of tasks described in the Scope of Work of this Grant Award Contract. The Grantee shall not enter into any contract or subcontract under this Grant Award Contract without consideration for impact on the project. The Grantee shall report any contract or subcontract awards or changes as part of that calendar year's narrative report. Any contractor, subcontractor or consultant participating in this Grant Award Contract shall comply with the terms and conditions of this Grant Award Contract, as set forth in the general provisions and Scope of Work. Should the Grantee utilize any contractors, subcontractors or consultants, Grantee agrees to supply all such contractors and subcontractors with copies of this Grant Award Contract and the Request for Grant Application that led to this Grant Award Contract, and to obtain the written agreement of each such contractor or subcontractor to follow and be bound by all terms of this Grant Award Contract.

Indemnification

1. Notwithstanding any provision of this Grant Award Contract to the contrary, the Board is not authorized to indemnify Grantee or its contractors and/or subcontractors.
2. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter referred to as "Claims") arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. The Grantee shall indemnify and hold harmless the Board and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Award Contract performance or use by the Board of materials furnished or work performed under this Grant Award Contract. In consideration of the award of this Grant Award Contract, the Grantee agrees to waive all rights of subrogation against the Board and the State, their officers, officials, agents, and employees for losses arising from the work performed by the Grantee and the Board. However, if the Grantee is a State agency, board, commission, political subdivision of the State, or a university of the State, this paragraph shall not apply.
3. Should the Grantee utilize contractor(s) and/or subcontractor(s), the indemnification clause between Grantee and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall indemnify, defend, save, and hold harmless Grantee, the Arizona Constable Ethics, Standards and Training Board, and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to together as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court



costs, attorneys' fees, and cost of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of such contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona and the Arizona Constable Ethics, Standards and Training Board, and their departments, agencies, boards, commissions, universities, political subdivisions, officers, officials, agents and employees as additional insureds, and also include a waiver of subrogation in favor of the State, the Arizona Constable Ethics, Standards and Training Board, and the other foregoing State entities and persons. Insurance requirements for any contractor or subcontractor used by Grantee are incorporated herein by this reference and attached to this Grant Award Contract as Exhibit "A".

Termination of Grant Award Contract

1. Suspension or Debarment The Board may, by written notice to the Grantee, immediately terminate this Grant Award Contract if the Board determines that the Grantee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this Grant Award Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Board.
2. Termination for Convenience The Board reserves the right to terminate this Grant Award Contract in whole or in part at any time, when in the best interests of the Board, without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Board. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under this Grant Award Contract shall become the property of and be delivered to the Board. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Board is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
3. Termination for Default The Board reserves the right to terminate this Grant Award Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of this Grant Award Contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Board shall provide written notice of the termination and the reasons for it to the Grantee.
4. Non-Availability of Funds Every payment obligation of the Board under this Grant Award Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Grant Award Contract, this Grant Award Contract may be terminated by the Board at the end of the period for which funds are available. No liability shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
5. Continuation of Work Activities After Termination Termination of this Grant Award Contract does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.
6. Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the Board may cancel this Grant Award Contract within 3 years after Grant Award Contract execution without penalty or further obligation if any person



significantly involved in initiating, negotiating, securing, drafting or creating the Grant Award Contract on behalf of the Board is or becomes at any time while the Grant Award Contract or an extension of the Grant Award Contract is in effect an employee of or a consultant to any other party to this Grant Award Contract with respect to the subject matter of the Grant Award Contract. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant Award Contract as provided in A.R.S. § 38-511.

Non-Discrimination

The Grantee shall comply with Executive Order 2009-09, which mandates that during the performance of this Grant Award Contract, the Grantee and its contractors and subcontractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee and its contractors and subcontractors will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Grantee and its contractors and subcontractors shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Grantee agrees to ensure that the provisions of this paragraph are included in all of its contracts with contractors and subcontractors relating to this Grant Award Contract.

Payments

1. Use of Grant Funds Grantee agrees that grant funds will be used in accordance with the terms of this Grant Award Contract. Awarded grant funds shall be used solely for eligible purposes as approved by the Board. Line item funding is considered estimates of costs; however, the total project costs are considered exact and shall not be exceeded by the Grantee unless this Grant Award Contract is amended in a Grant Award Contract Amendment. Substandard performance by Grantee of its obligations under this Grant Award Contract as determined by the Board will constitute noncompliance with this Grant Award Contract. Any deviation or failure to comply with the purpose and/or conditions of this Grant Award Contract by Grantee without prior written approval of the Board may constitute sufficient reason for the Board to terminate this Grant Award Contract, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds that are determined by the Board to have been spent in violation of the purpose or conditions of this Grant Award Contract.
2. Actual Cost, Reimbursement and Advance All payments made under this Grant Award Contract shall be by actual cost.
 - a. Payments under the Grant Award Contract shall be by actual cost and reimbursement. The Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the Scope of Work.
 - b. The Grantee may request advance payment of partial grant funds. The Grantee shall submit written justification to the Board explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to Board approval. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses. Additionally, Grantee must reimburse the Board any advances paid that were in excess of actual costs of implementing the grant project.
3. Conditions of Payment Each payment is conditioned upon receipt and approval by the Board of the deliverable(s) specified in the Scope of Work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Board has the right to disallow contributions determined inappropriate or unreasonable. The Board shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.



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4. Default If the Board determines that the Grantee is in default in the performance of any obligation under this Grant Award Contract, the Board may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.
5. IRS W-9 If Grantee is not a political subdivision of the State, in order to receive payment under any resulting Grant Award Contract, the Grantee shall have a current IRS-W9 Form on file with the Board.
6. Recoupment of Payments The Grantee shall reimburse the Board for all grant funds determined by the Board not to have been spent in accordance with the terms of this Grant Award Contract.

Ownership of Information

Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Award Contract shall rest in the Board, except for copyrighted material prepared in advance of this Grant Award Contract by the Grantee at the expense of the Grantee. The Board shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract, except for copyrighted material. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract.

Notices

Whenever notice is required pursuant to this Grant Award Contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the Scope of Work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this Grant Award Contract, notice shall be delivered in person or by certified mail, return receipt requested. Notices, correspondences and payments on behalf of the Board to the Grantee shall be sent to:

- Grantee Name: Mila County
- Grantee Mailing Address: 1400 E Ash St
- Grantee City: Mesa
- Grantee Zip Code: 85501
- Grantee Telephone Number: 928 425 3231
- Grantee Fax Number: 928 402 4343
- Grantee E-Mail Address: jmenlove@mila-countyaz.gov

Notices, correspondence, data, analyses, inquiries, invoices, technical reports and other information, including all Deliverables from the Grantee to the Board shall be sent to:

- Constable Ethics Standards & Training Board
PO Box 13116
Phoenix, Arizona 85002
Telephone: 602-343-6280
Facsimile: 602-712-1252
E-mail: cestb@azcapitolconsulting.com

Deliverables

1. Included with every reimbursement or payment request, the Grantee shall submit to the Board a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the Board. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain Board pre-approval before any funds are relocated within



the original/approved budget in the grant application. The Grantee is responsible for responding to any inquiries from the Board.

2. The Grantee shall identify the grant contract number in all reports submitted to the Board.
3. On a quarterly basis, until the project is completed and the Grant Award Contract is terminated, the Grantee shall submit to the Board a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the Grantee in the grant application. Reports must be sent to the Board by the last day of each quarter following the execution of the Grant Award Contract.
4. At the end of the project, a final budget and final narrative report must be submitted and approved by the Board. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State. The Board will not disburse final payment until the final report and all requirements of the Grant Award Contract have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.
5. The Grantee shall include the following language in all reports prepared for this Grant Award Contract and in any publication of reports or results generated with the financial support of the Board:
 - a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
 - b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."



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Page 9 of 9

SCOPE OF WORK
ADDENDUM A

The Scope of Work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.

**ORIGINAL**

CONSTABLE ETHICS, STANDARDS & TRAINING BOARD

GRANT AWARD CONTRACT

GRANT NO. CNA17-502

Project Title: Uniforms

Grant Award Amount: \$1,433.89

This Agreement Shall Become Effective: Upon the date a fully-executed original is received by the Constable Ethics, Standards and Training Board ("Board").

Termination Date: June 30, 2017. This agreement expires on this date unless prior written approval for an extension has been obtained from the Board. The Board in its sole discretion may approve an extension to further the goals and objectives of this Grant Award Contract, and to determine the length of any extension..

TERMS OF AGREEMENT

This Grant Award Contract is entered into by **Gila County (GRANTEE)**, and the **BOARD**, through its Chairman pursuant to authority granted to the Board by A.R.S. § 22-137 and A.R.S. § 22-138 and in accordance with A.R.S. § 41-2701 *et seq.* The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual terms, statutes and regulations governing the expenditure of Board funds.

This Grant Award Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.

The parties hereto agree to carry out the Provisions of this Grant Award Contract.

GRANTEE		BOARD	
Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
			1-20-17
Typed Name & Title (BELOW):		Typed Name & Title (BELOW):	
		Mike Cobb Chairman	



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Definitions

As used throughout this Grant Award Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

1. "Board" means the State of Arizona Constable Ethics, Standards & Training Board.
2. "Chairman" means the agency head of the Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
3. "Deliverables" means the reports, documentation, and other materials developed for submission to the Board by the Grantee in the course of the Grantee's performance under this Grant Award Contract.
4. "Grant Application" means the application filed by the Grantee upon which this Grant Award Contract was awarded.
5. "Grant Award Contract" means this Grant Award Contract between the Board and Grantee.
6. "Grant Award Contract Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
7. "Grantee" means the county, person, firms, or organization performing the work or delivering the items described in this Grant Award Contract.
8. "Records" means all books, accounts, reports, receipts, files and other records relating to this Grant Award Contract.
9. "Scope of Work" means that part of this Grant Award Contract that describes the work to be performed by the Grantee to accomplish the Project purpose under this Grant Award Contract. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
10. The use of the word "shall" means the action described is mandatory under this Grant Award Contract and/or applicable law.
11. "State" means the State of Arizona, including the Board.

General Requirements

1. Governing Law and Dispute Resolution This Grant Award Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. Disputes arising during the performance of this Grant Award Contract will be resolved to the maximum extent possible through cooperation and coordination of the Grantee and the Board. If the parties are unable to resolve their differences by agreement, the parties agree to resolve all disputes arising out of or relating to this Grant Award Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes. Any litigation regarding this Grant Award Contract must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
2. Terms of this Grant Award Contract The terms of the Request for Grant Applications that led to the grant award incorporated in this Grant Award Contract are hereby incorporated into this Grant Award Contract by this reference, except that to the extent there is any conflict between the terms of the Request for Grant Applications and this Grant Award Contract, the terms of this Grant Award Contract shall prevail and shall govern the terms of the parties' obligations to each other.
3. Licenses, Permits and Authorizations Grantee shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this Grant Award Contract; and is responsible for compliance with all applicable local, state, and federal laws.
4. Modification and Amendment This Grant Award Contract may be modified only by a written Grant Award Amendment signed by Chairman of the Board or by another person authorized in writing by the Board to act on behalf of the Board.



5. Antitrust Claims Grantee assigns to the Board any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Grantee in exchange for grant funds provided under this Grant Awards Contract.
6. No Assignment No rights or interest in this Grant Award Contract shall be assigned by Grantee without prior written approval of the Board.
7. No Political Activities Grantee agrees that no funds provided or personnel employed under this Grant Award Contract shall be in any way engaged in conduct of political activities in violation of 5 U.S.C. § 1502.
8. Conflict of Interest Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner with the performance of services required under this Grant Award Contract.
9. Assessments, Evaluations and Information or Data Collection Grantee agrees to cooperate and participate with any and all assessments, evaluations or information or data collection requests.
10. Privacy Laws Grantee assures that it will comply with all state and federal laws regarding privacy during the course of this award.
11. Immigration Laws As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Grant Award Contract subject to penalties up to and including termination of this Grant Award Contract. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If State law is amended, the parties may modify this paragraph consistent with State law.
12. Severability If any provision of the Grant Award Contract is held invalid, the remainder of this Grant Award Contract shall not be affected thereby and all other parts of this Grant Award Contract shall be in full force and effect.
13. Relationship of Parties The parties agree that the Grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Board or the State as a result of this Grant Award Contract. The Grantee is solely responsible for the planning, design, scope, and implementation of the Scope of Work funded through this Grant Award Contract. Neither the Board nor the State is responsible for any liabilities resulting from the Grantee's planning, design, Scope of Work, implementation or performance of the Scope of Work funded through this Grant Award Contract.
14. No Waiver Either party's failure to insist on strict performance of any term or condition of this Grant Award Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
15. Records Retention Pursuant to A.R.S. §§ 35-214 and 35-215, Grantee shall retain and shall contractually require each contractor and subcontractor to retain all records relating to this Grant Award Contract for a period of five years after completion of the Grant Award Contract and until any litigation, claim, negotiation, audit, cost

recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the Board at reasonable times. Upon request, the Grantee shall produce the original of any or all such records at the offices of the Board.

16. Stop Work Notice In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Grant Award Contract, illegal or unpermitted activities, or other material discrepancies between the Grant Award Contract and the Grantee's activities, the Board reserves the right to issue notice to the Grantee to stop work. The notice will further specify that the Board will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the Board.
17. Period The Board agrees to reimburse Grantee for work activities performed during the time this Grant Award Contract is in effect. The Board is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Award Contract or after this Grant Award Contract is no longer in effect. The Board may extend the time this Grant Award Contract is in effect, if requested by the Grantee by executing a Grant Award Contract Amendment.
18. Contractors, Subcontractors and Consultants Contractors, subcontractors or consultants may be used in the performance of tasks described in the Scope of Work of this Grant Award Contract. The Grantee shall not enter into any contract or subcontract under this Grant Award Contract without consideration for impact on the project. The Grantee shall report any contract or subcontract awards or changes as part of that calendar year's narrative report. Any contractor, subcontractor or consultant participating in this Grant Award Contract shall comply with the terms and conditions of this Grant Award Contract, as set forth in the general provisions and Scope of Work. Should the Grantee utilize any contractors, subcontractors or consultants, Grantee agrees to supply all such contractors and subcontractors with copies of this Grant Award Contract and the Request for Grant Application that led to this Grant Award Contract, and to obtain the written agreement of each such contractor or subcontractor to follow and be bound by all terms of this Grant Award Contract.

Indemnification

1. Notwithstanding any provision of this Grant Award Contract to the contrary, the Board is not authorized to indemnify Grantee or its contractors and/or subcontractors.
2. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter referred to as "Claims") arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. The Grantee shall indemnify and hold harmless the Board and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Award Contract performance or use by the Board of materials furnished or work performed under this Grant Award Contract. In consideration of the award of this Grant Award Contract, the Grantee agrees to waive all rights of subrogation against the Board and the State, their officers, officials, agents, and employees for losses arising from the work performed by the Grantee and the Board. However, if the Grantee is a State agency, board, commission, political subdivision of the State, or a university of the State, this paragraph shall not apply.
3. Should the Grantee utilize contractor(s) and/or subcontractor(s), the indemnification clause between Grantee and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall indemnify, defend, save, and hold harmless Grantee, the Arizona Constable Ethics, Standards and Training Board, and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to together as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court

costs, attorneys' fees, and cost of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of such contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona and the Arizona Constable Ethics, Standards and Training Board, and their departments, agencies, boards, commissions, universities, political subdivisions, officers, officials, agents and employees as additional insureds, and also include a waiver of subrogation in favor of the State, the Arizona Constable Ethics, Standards and Training Board, and the other foregoing State entities and persons. Insurance requirements for any contractor or subcontractor used by Grantee are incorporated herein by this reference and attached to this Grant Award Contract as Exhibit "A".

Termination of Grant Award Contract

1. Suspension or Debarment The Board may, by written notice to the Grantee, immediately terminate this Grant Award Contract if the Board determines that the Grantee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this Grant Award Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Board.
2. Termination for Convenience The Board reserves the right to terminate this Grant Award Contract in whole or in part at any time, when in the best interests of the Board, without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Board. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under this Grant Award Contract shall become the property of and be delivered to the Board. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Board is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
3. Termination for Default The Board reserves the right to terminate this Grant Award Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of this Grant Award Contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Board shall provide written notice of the termination and the reasons for it to the Grantee.
4. Non-Availability of Funds Every payment obligation of the Board under this Grant Award Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Grant Award Contract, this Grant Award Contract may be terminated by the Board at the end of the period for which funds are available. No liability shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
5. Continuation of Work Activities After Termination Termination of this Grant Award Contract does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.
6. Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the Board may cancel this Grant Award Contract within 3 years after Grant Award Contract execution without penalty or further obligation if any person

significantly involved in initiating, negotiating, securing, drafting or creating the Grant Award Contract on behalf of the Board is or becomes at any time while the Grant Award Contract or an extension of the Grant Award Contract is in effect an employee of or a consultant to any other party to this Grant Award Contract with respect to the subject matter of the Grant Award Contract. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant Award Contract as provided in A.R.S. § 38-511.

Non-Discrimination

The Grantee shall comply with Executive Order 2009-09, which mandates that during the performance of this Grant Award Contract, the Grantee and its contractors and subcontractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee and its contractors and subcontractors will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Grantee and its contractors and subcontractors shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Grantee agrees to ensure that the provisions of this paragraph are included in all of its contracts with contractors and subcontractors relating to this Grant Award Contract.

Payments

1. Use of Grant Funds Grantee agrees that grant funds will be used in accordance with the terms of this Grant Award Contract. Awarded grant funds shall be used solely for eligible purposes as approved by the Board. Line item funding is considered estimates of costs; however, the total project costs are considered exact and shall not be exceeded by the Grantee unless this Grant Award Contract is amended in a Grant Award Contract Amendment. Substandard performance by Grantee of its obligations under this Grant Award Contract as determined by the Board will constitute noncompliance with this Grant Award Contract. Any deviation or failure to comply with the purpose and/or conditions of this Grant Award Contract by Grantee without prior written approval of the Board may constitute sufficient reason for the Board to terminate this Grant Award Contract, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds that are determined by the Board to have been spent in violation of the purpose or conditions of this Grant Award Contract.
2. Actual Cost, Reimbursement and Advance All payments made under this Grant Award Contract shall be by actual cost.
 - a. Payments under the Grant Award Contract shall be by actual cost and reimbursement. The Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the Scope of Work.
 - b. The Grantee may request advance payment of partial grant funds. The Grantee shall submit written justification to the Board explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to Board approval. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses. Additionally, Grantee must reimburse the Board any advances paid that were in excess of actual costs of implementing the grant project.
3. Conditions of Payment Each payment is conditioned upon receipt and approval by the Board of the deliverable(s) specified in the Scope of Work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Board has the right to disallow contributions determined inappropriate or unreasonable. The Board shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.



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5. IRS W-9 If Grantee is not a political subdivision of the State, in order to receive payment under any resulting Grant Award Contract, the Grantee shall have a current IRS-W9 Form on file with the Board.
6. Recoupment of Payments The Grantee shall reimburse the Board for all grant funds determined by the Board not to have been spent in accordance with the terms of this Grant Award Contract.

Ownership of Information

Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Award Contract shall rest in the Board, except for copyrighted material prepared in advance of this Grant Award Contract by the Grantee at the expense of the Grantee. The Board shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract, except for copyrighted material. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract.

Notices

Whenever notice is required pursuant to this Grant Award Contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the Scope of Work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this Grant Award Contract, notice shall be delivered in person or by certified mail, return receipt requested. Notices, correspondences and payments on behalf of the Board to the Grantee shall be sent to:

- Grantee Name: Gila County
- Grantee Mailing Address: 1400 E Ash St
- Grantee City: Globe
- Grantee Zip Code: 85501
- Grantee Telephone Number: 928 425 3231
- Grantee Fax Number: 928 402 4343
- Grantee E-Mail Address: jmenlove@gilacountyaz.gov

Notices, correspondence, data, analyses, inquiries, invoices, technical reports and other information, including all Deliverables from the Grantee to the Board shall be sent to:

- Constable Ethics Standards & Training Board
PO Box 13116
Phoenix, Arizona 85002
Telephone: 602-343-6280
Facsimile: 602-712-1252
E-mail: cestb@azcapitolconsulting.com

Deliverables

1. Included with every reimbursement or payment request, the Grantee shall submit to the Board a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the Board. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain Board pre-approval before any funds are relocated within



ORIGINAL

the original/approved budget in the grant application. The Grantee is responsible for responding to any inquiries from the Board.

2. The Grantee shall identify the grant contract number in all reports submitted to the Board.
3. On a quarterly basis, until the project is completed and the Grant Award Contract is terminated, the Grantee shall submit to the Board a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the Grantee in the grant application. Reports must be sent to the Board by the last day of each quarter following the execution of the Grant Award Contract.
4. At the end of the project, a final budget and final narrative report must be submitted and approved by the Board. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State. The Board will not disburse final payment until the final report and all requirements of the Grant Award Contract have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.
5. The Grantee shall include the following language in all reports prepared for this Grant Award Contract and in any publication of reports or results generated with the financial support of the Board:
 - a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
 - b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."



SCOPE OF WORK
ADDENDUM A

The Scope of Work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.

ARF-4214

Consent Agenda Item

5. C.

Regular BOS Meeting

Meeting Date: 03/07/2017

Submitted For: Scott Buzan, Community Development Division Director
(Interim)

Submitted By: Marian Sheppard, Clerk of the Board

Department: Community Development

Information

Request/Subject

Gila County Planning and Zoning Commission Appointment.

Background Information

Travis Williams' term of office on the Gila County Planning and Zoning Commission ended on December 31, 2016. He represented Supervisorial District Two on the Commission. Mr. Williams did not want to be re-appointed to the Commission for another 4-year term of office; therefore, a vacancy exists for the term of office that began on January 1, 2017, through December 31, 2020.

Lori Brown previously served on the Commission for 9 years and 7 months as a representative of Supervisorial District Two. She resigned from the Commission on February 9, 2016, and someone else was later appointed to fulfill her unexpired term of office. She has indicated a willingness to once again serve on the Commission.

Evaluation

Ms. Brown would like to serve on the Commission and Supervisor Humphrey is amenable to her representing his Supervisorial District.

Conclusion

Per statutory requirement, the Board of Supervisors has the authority to appoint members to the Planning and Zoning Commission.

Recommendation

Supervisor Humphrey recommends the appointment of Lori Brown to the Gila County Planning and Zoning Commission for the term of office that began on January 1, 2017, through December 31, 2020. Her term would begin on the date she is appointed by the Board of Supervisors.

Suggested Motion

Approval to appoint Lori Brown to the Gila County Planning and Zoning Commission beginning March 7, 2017, through December 31, 2020.

Attachments

Planning and Zoning Commission Proposed Member List

GILA COUNTY PLANNING AND ZONING COMMISSION
(Proposed to the BOS on 3/7/17)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Mary Lou Myers (resident of unincorporated GC)	A-District 1	C (02/07/17)	4 years, 9 months	01/01/17-12/31/20	01/01/17-12/31/20
Randy Slapnicka (resident of unincorporated GC)	A-District 1	C (12/02/14)	4 years, 7 months	01/01/15-12/31/18	01/01/15-12/31/18
Ray Jones (resident of incorporated municipality)	A-District 1	A (05/07/13)	-	05/07/13-12/31/16	01/01/13-12/31/16
Kurtis Knauss (resident of unincorporated GC)	A-District 2	B (05/03/16) (Lori Brown)	-	05/03/16-12/31/18	01/01/15-12/31/18
Terry Otts (resident of unincorporated GC)	A-District 2	B (02/07/17) Jay Spehar	—	02/07/17-12/31/18	2/07/17-12/31/18
Lori Brown (resident of unincorporated GC)	A-District 2	A (03/07/17)	9 years, 7 months (resigned on 2/9/16)	03/07/17-12/31/20	01/01/17-12/31/20
Mickie Nye (resident of unincorporated GC)	A-District 3	C (12/02/14)	7 years, 11 months	01/01/15-12/31/18	01/01/15-12/31/18
Travis Holder (resident of incorporated municipality)	A-District 3	A (07/28/15)	-	07/28/15-12/31/18	01/01/15-12/31/18
VACANT (Must reside in unincorporated GC)	A-District 3	A		?-12/31/16	01/01/16-12/31/16*

*This term of office has been adjusted (this one time) so that there are 2-year staggered terms of office within Supervisorial District 3.

¹ Appointment Information:

- A. Date of creation: September 8, 1959
- B. Per A.R.S. 11-802 – In counties with 3 supervisorial districts, the Commission shall consist of 9 members who shall be qualified electors of the county. Three members shall be appointed from each supervisorial district by the supervisor from that district, and not more than 1 of the 3 may be a resident of an incorporated municipality. The terms of the members of the Commission shall be for four years except for those initially appointed (to have staggered terms.) Of the members initially appointed, 5 members shall be appointed for a 2-year term and 4 members shall be appointed to a 4-year term; thereafter, each term shall be for 4 years.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-4121

Consent Agenda Item 5. D.

Regular BOS Meeting

Meeting Date: 03/07/2017

Submitted For: Eric Mariscal, Submitted By: Cate Gore, Elections Assistant
Director

Department: Elections Department

Information

Request/Subject

Beaver Valley Domestic Water Improvement District Board Member Appointment.

Background Information

Arizona Revised Statute §48-1012 (C) states, *"If a vacancy in the district board occurs due to death or disability or any other cause other than resignation, the board of directors of the district shall appoint a qualified elector of the district to fill the office for the remaining portion of that term. If there is a vacancy in the district board due to resignation, the district board shall accept the resignation and appoint a qualified elector to fill the remaining portion of that term of office..."*

Evaluation

On January 21, 2017, the Beaver Valley DWID voted unanimously to reappoint Diane Hallett to the Beaver Valley DWID. A copy of the agenda and minutes are attached. Her previous term of office expired on December 31, 2016.

Conclusion

On January 21, 2017, the Beaver Valley DWID voted unanimously to reappoint Diane Hallett to the Beaver Valley DWID. A copy of the agenda and minutes are attached.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the reappointment of Diane Hallett as a governing board member of the Beaver Valley Domestic Water Improvement District,

Suggested Motion

Acknowledgment of the reappointment of Diane Hallett to the Beaver Valley Domestic Water Improvement District governing board effective January 1, 2017, through December 31, 2020.

Attachments

Beaver Valley DWID Reappointment Documentation

Arizona Revised Statute 48-1012

**BEAVER VALLEY DOMESTIC WATER IMPROVEMENT DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
AT THE FIRE STATION CONFERENCE ROOM
Jan. 21, 2017 at 10:30 a.m.**

AGENDA, Rev A

- 1) CALL TO ORDER
- 2) ROLL CALL OF BOARD MEMBERS
- 3) CHAIRMAN'S COMMENTS
- 4) SCHEDULED PUBLIC APPEARANCES
- 5) UNSCHEDULED PUBLIC APPEARANCES
 - A. Call to the Public
- 6) APPROVAL OF MINUTES OF DECEMBER MEETING
- 7) FINANCIAL REPORT
 - A. Account Balance
 - B. Other Financial Information
- 8) POSSIBLE ACTION, CORRESPONDENCE AND COMMUNICATIONS
 - A. Election of officers-Board Chairperson; Treasurer & Secretary appointments
 - B. Discussion-How to Finance BVWC Purchase
 - C. Diane Hallett Appointment Replacing Ian Linton
 - D. Finding Replacement for Scott Smith
- 9) BOARD MEMBER COMMENTS
 - A. Business for next meeting (February 18, 2017)
- 10) ADJOURN

**BEAVER VALLEY DOMESTIC WATER IMPROVEMENT DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
AT THE FIRE STATION CONFERENCE ROOM
Jan. 21, 2017 at 10:30 a.m.**

MINUTES

- 1) CALL TO ORDER-Meeting called to order at 10:32 by S. Baker, acting Chair.
- 2) ROLL CALL OF BOARD MEMBERS-R. Johnson, D. Harpster, S. Baker present; quorum established.
- 3) CHAIRMAN'S COMMENTS-S. Wene projects he will file in GC court by 2/15.
- 4) SCHEDULED & UNSCHEDULED PUBLIC APPEARANCES-none
 - A. Call to the Public-Mc Reynolds asked about purchase of water company property. S. Baker stated that the subject will be discussed during agenda item 8) B.
- 5) APPROVAL OF MINUTES OF DECEMBER MEETING-Minutes approved as written.
- 6) FINANCIAL REPORT
 - A. Account Balance-D. Harpster stated account balance this date of \$2749.23.
 - B. Other Financial Information-Future attorney expense will require more funds.
- 8) Information/Discussion/Actions
 - A. Election of officers-Board Chairperson; Treasurer & Secretary appointments-Board unanimously elected Randy Johnson to serve as Chair for calendar 2017. D. Harpster & S. Baker agreed to continue serving as Treasurer & Clerk, respectively.
 - B. How to Finance BVWC Purchase thru litigation-S. Baker explained that the board tentatively plans to sell bonds or to write notes to BV residents to raise funds to purchase BVWC assets. This process is being lead by the DWID attorney and will involve persons from GC, an appraiser, a CPA and financial professionals including an underwriter and a municipal advisor. Signed Letters of Intent (available upon email request to S. Baker) are being collected from BV property owners to show the GC court that the community can raise sufficient funds to purchase BVWC and make the necessary improvements to accomplish BVWC compliance to ADEQ requirements.
 - C. **Diane Hallett Appointment-The BV DWID Board voted unanimously to reappoint Diane Hallett as a member of the Beaver Valley Domestic Water Improvement District Board of Directors for the term beginning 1/1/17 to 12/31/20.**
 - D. Finding Replacement for Scott Smith-S. Baker asked the attending residents to volunteer to become a board director. If they are not able, then tell your neighbors the board needs a replacement for Scott Smith. (S. Baker to call Scott about liability insurance.)
- 9) BOARD MEMBER COMMENTS-None
 - A. Business for next meeting (February 18, 2017)-None
- 10) ADJOURN-Meeting was adjourned at 11:32 AM

Arizona State Legislature

Bill Number Search: 

Fifty-second Legislature - Second Regular Session

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[NEXT DOCUMENT](#)
[PREVIOUS DOCUMENT](#)

48-1012. Elected board of directors; initial members; qualifications; terms; filling vacancy; chairperson; reorganization; qualifications of electors

A. At the option of the board of supervisors after presentation of a petition requesting the establishment of a domestic water improvement district or a domestic wastewater improvement district, or on the submission of a separate petition following the establishment of an improvement district as prescribed by section 48-903, and subsequent to the approval of the county board of supervisors, the district shall be governed by an elected board of directors. The elected board shall consist of the number of members, not less than three, specified in the petition for establishment of the district. The first directors of such board shall be selected by the board of supervisors at the time the district is established. Members of the board of directors shall be qualified electors of the district and, after the members first appointed by the board of supervisors, shall be elected by the qualified electors of the district.

B. Immediately after the selection and qualification of the first directors of the board, the directors shall meet and divide themselves by lot into two classes as nearly equal in number as possible. Directors of the first class shall serve for a term of four years, and directors of the second class shall serve for a term of two years. Every director shall continue to discharge the duties of office until a successor is appointed and qualifies. Thereafter, at each regular election, one director for each expired term shall be elected and shall hold office for a term of four years, and until a successor is elected and qualifies. The dates of elections and of expiration of terms shall be specified in the petition for establishment of the district.

C. If a vacancy in the district board occurs due to death or disability or any other cause other than resignation, the board of directors of the district shall appoint a qualified elector of the district to fill the office for the remaining portion of that term. If there is a vacancy in the district board due to resignation, the district board shall accept the resignation and appoint a qualified elector to fill the remaining portion of that term of office. If the district board lacks a quorum for any reason for more than thirty days, the county board of supervisors may revoke the authority of the appointed or elected board of directors pursuant to section 48-1016.

D. The board of directors shall annually elect a chairperson from among its members.

E. If only one person files or no person files a nominating petition for election to fill a position on the board of directors of the district, the county board of supervisors, by resolution, may cancel the election for that office and appoint the person who filed the nominating petition to fill that position. If no person files a nominating petition for an election to fill a district board office, the county board of supervisors, by resolution, may cancel the election for those offices and those offices are deemed vacant and shall be filled as otherwise provided by law. A person who is appointed pursuant to this section is fully vested with the powers and duties of the office as if elected to that office.

F. The board of supervisors shall make an order calling an election to decide whether to reorganize a domestic water improvement district that has a board consisting of three members as a domestic water improvement district that has a board consisting of five members when a petition containing the signatures of twenty-five percent of the qualified electors residing within the district and requesting that the district be reorganized is filed with the board except the board of supervisors may not call for a reorganization election to expand the number of directors on the district board more frequently than once every two years. The election may be held on any consolidated election date as prescribed in section 16-204. The domestic water improvement district shall reimburse the county for the expenses of the district election. The board of supervisors shall give notice of the election by posting copies of the order of election in three public places within the district not less than twenty days before the date of the election and if a newspaper is published within the county having a general circulation within the district, the order shall be published in the newspaper

not less than once a week during each of the three calendar weeks preceding the calendar week of the election. The ballot for the election shall state "shall the current three-member domestic water improvement district board be reorganized to a five-member board - yes or no". The ballot shall also allow each elector to indicate the elector's choice for two additional board members in the event of reorganization. Within twenty days after the election, the board of supervisors shall meet and canvass the returns, and if it is determined that a majority of the votes cast at the election were in favor of reorganizing the domestic water improvement district as a district with a five-member board, the board shall enter that fact on its minutes, declare the district duly reorganized and announce the names of those elected to the district board.

G. For the purposes of either a domestic water improvement district or a domestic wastewater improvement district that is organized pursuant to this article and that serves at the time of organization a population of ten thousand persons or less, in addition to any other qualified elector of the district, any natural person who is a qualified elector of this state and who is a real property owner within the district is eligible to vote in a district election without regard to that person's residency and shall be deemed a qualified elector of the district for purposes of service on the board of directors.

ARF-4206

Consent Agenda Item 5. E.

Regular BOS Meeting

Meeting Date: 03/07/2017

Reporting Period: January 2017

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 Report for January 2017.

Suggested Motion

Acknowledgment of the January 2017 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerk's Report January 2017

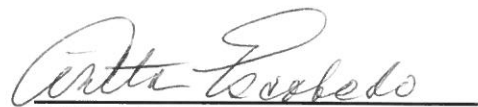
**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

- - - - -

**CLERK'S REPORT
FOR
January 2017**

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, reading "Anita Escobedo", is written over a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 2/8/2017 5:08:31 PM

Criteria : From Date : 1/1/2017 To Date :1/31/2017

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	\$3940.68		(\$6391.00)		(\$2450.32)	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$58969.07				\$58969.07	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2003.75		\$11.28		\$2015.03	\$100.75
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	\$13.93		\$4.00		\$17.93	\$0.90
		ZOS1	2011 ADDTNL ASSMNT-STATE TRSR	\$111.39		\$32.00		\$143.39	\$7.17
		ZVAPB	30% INTERSTATE COMPACT			\$60.00		\$60.00	\$3.00
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$219.00		\$245.00		\$464.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$45.48		\$0.26		\$45.74	\$2.29
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$2585.00				\$2585.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$346.62				\$346.62	\$17.33
		ZFEE	BASE FEES (GENERAL FUND)	\$4122.77		\$23.63		\$4146.40	\$207.32
		ZFINE	BASE FINES	\$4487.09		\$408.19		\$4895.28	\$244.76

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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	ZCIEF	CHILDREN ISSUES EDUC FUND	\$680.00				\$680.00	\$34.00
		ZCEF	CLEAN ELECTIONS FUND	\$455.63		\$40.83		\$496.46	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$143.92		\$6.18		\$150.10	\$7.51
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$7.58		\$0.32		\$7.90	\$0.40
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$33.91		\$0.19		\$34.10	\$1.71
		ZJDET	COUNTY JUV DETENTION	\$76.07				\$76.07	\$3.80
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2002.53		\$11.26		\$2013.79	\$100.69
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$2190.63		\$191.85		\$2382.48	\$119.12
		ZDNAS	DNA STATE SURCHARGE	\$265.88		\$24.50		\$290.38	\$14.52
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$761.89		\$1.35		\$763.24	\$38.16
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$252.81		\$1.42		\$254.23	\$12.71
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$30.00				\$30.00	\$1.50
		ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	\$1136.35		\$6.53		\$1142.88	\$57.14
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$174.40		\$6.50		\$180.90	\$9.05

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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	\$50.00				\$50.00	\$2.50
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$3.39				\$3.39	\$0.17
		ZDUIA	DUI ABATEMENT FUND	\$250.00				\$250.00	\$12.50
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$103.50				\$103.50	\$5.18
		ZWITN	EXPERT WITNESS FUND	\$480.00		\$60.00		\$540.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$103.36				\$103.36	\$5.17
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$7.69				\$7.69	\$0.38
		ZFAR2	FARE DELINQUENCY FEE	\$105.00				\$105.00	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$1475.06				\$1475.06	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$318.91		\$28.57		\$347.48	\$17.37
		ZCC	GEN JURIS CONCILIATION COURT	\$802.10				\$802.10	\$40.11
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4880.69		\$1142.40		\$6023.09	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$813.43		\$190.40		\$1003.83	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2440.35		\$571.20		\$3011.55	\$0.00
		ZJF	JAIL (INCARCERATION) FEES	\$19.87				\$19.87	\$0.00

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$983.62		\$5.54		\$989.16	\$49.46
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2234.53		\$12.57		\$2247.10	\$112.36
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$98.83		\$35.00		\$133.83	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$183.54		\$65.00		\$248.54	\$0.00
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$35.00		\$1145.00		\$1180.00	\$59.00
		ZJS	JUVENILE PROBATION SERV FEES	\$12.31				\$12.31	\$0.62
		ZLCL	LOCAL COSTS/FEES - NSF	\$25.00				\$25.00	\$1.25
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$604.03		\$53.06		\$657.09	\$32.85
		ZMISC	MISCELLANEOUS FEES	\$80.42				\$80.42	\$4.02
		ZOS3	OFFCR SAFETY EQUIP-CITY POLICE	\$24.62		\$4.00		\$28.62	\$1.43
		ZOS4	OFFCR SAFETY EQUIP-SHERIFF	\$31.08		\$12.00		\$43.08	\$2.15
		ZPP	PASSPORT APPLICATION FEES	\$1700.00				\$1700.00	\$85.00
		ZPCOF	PRISON CONSTRUCTION AND	\$4475.00				\$4475.00	\$223.75
		ZPBA	PROBATION FEE ADULT	\$11219.42		\$1382.36		\$12601.78	\$630.09

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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	ZPRSU	PROBATION SURCHARGE (\$5.00)	\$5.00				\$5.00	\$0.25
		ZPUBZ	PUBLIC DEFENDER FEES	\$1500.00				\$1500.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$3545.00				\$3545.00	\$0.00
		ZRCF	RESOURCE CENTER FUND	\$168.17		\$0.97		\$169.14	\$8.46
		ZSOMF	SEX OFFENDER MONITORING FND	\$250.00				\$250.00	\$12.50
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$56.70				\$56.70	\$2.84
		ZSTAT	STATE TREASURER - GENERAL FUND	\$34.01				\$34.01	\$1.70
		ZTECH	TECHNICAL REGISTRATION FUND	\$62.00		\$15.00		\$77.00	\$3.85
		ZVAF	VICTIMS ASSISTANCE FUND			\$140.00		\$140.00	\$7.00
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$25.00		\$225.00		\$250.00	\$12.50
		ZGFDU	XTRA DUI ASSMT	\$25.00				\$25.00	\$1.25
		ZPRS9	ZPRS9	\$218.78		\$40.00		\$258.78	\$12.94
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$44.00				\$44.00	\$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$115.00				\$115.00	\$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									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$5166.88		\$187.64		\$5354.52	\$0.00
Total:				\$129832.67		\$0.00		\$129832.67	\$2332.48


LESS SHADED AREAS:	- 66,497.62
	63,335.05
HOLD RECEIPTS	+ 2,450.32
	65,785.37

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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 January 2017.


ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 10TH day of FEBRUARY 2017.


VICKI S. AGUILAR
Chief Deputy

ARF-4216

Consent Agenda Item

5. F.

Regular BOS Meeting

Meeting Date: 03/07/2017

Reporting Period: February 21, 2017, & February 28, 2017

Submitted By: Melissa

Henderson,
Deputy Clerk

Information

Subject

February 21, 2017, and February 28, 2017, Board of Supervisors' Meeting Minutes

Suggested Motion

Approval of the February 21, 2017, and February 28, 2017, Board of Supervisors' meeting minutes.

Attachments

BOS 02-21-17 Meeting Minutes

BOS 02-28-17 Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: February 21, 2017

TOMMIE C. MARTIN
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TIM R. HUMPHREY
Vice-Chairman

By: Marian Sheppard
Clerk of the Board

WOODY CLINE
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin; Chairman (via ITV); Tim R. Humphrey, Vice-Chairman; Woody Cline, Member; John Nelson, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board, and Melissa Henderson, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

Chairman Martin previously asked Vice-Chairman Humphrey to chair today's meeting as she was uncertain if she had to leave for another meeting. Chairman Humphrey called the regular session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Adam Shepherd led the Pledge of Allegiance and Jefferson Dalton delivered the Invocation.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve an Intergovernmental Agreement between the Gila County Sheriff's Office and the Globe Police Department to participate in the Gila County Drug, Gang, and Violent Crimes Task Force for the performance period of February 21, 2017, through June 30, 2017, and authorize reimbursement from the Arizona Criminal Justice Commission grant received by Gila County not to exceed \$40,000 for salary and ERE for one officer assigned by the Globe Police Department to the Task Force.

Travis Baxley, Sheriff's Office Task Force Commander, provided some history on the Gila County Drug, Gang, and Violent Crimes Task Force, which was established in 1988 by the Sheriff's Office. He advised that this year Gila County was awarded \$318,376 in grant funds from the Arizona Criminal Justice Commission (ACJC) comprised of \$130,543 in federal funds, \$108,248 in state funds and \$79,594 of Gila County funds as a cash match requirement for the grant award. Commander Baxley stated that over the years the Task

Force has reduced in size and it has been a goal of Sheriff Shepherd to once again build it up. Recently, the Sheriff's Office sent a letter to all local law enforcement agencies and the Arizona Department of Public Safety requesting their participation in the Task Force. Commander Baxley advised that Mark Nipp, City of Globe Police Chief, has indicated a willingness for the Globe Police Department to join the Task Force and he mentioned that Chief Nipp was present in the audience. This Intergovernmental Agreement provides reimbursement of \$40,000 to the City of Globe utilizing ACJC grant funds, which will be used to provide the salary and ERE for one officer assigned by the Globe Police Department to the Task Force.

Supervisor Cline asked whether the problem of drugs and gangs has increased in Gila County to which Commander Baxley affirmed that the problem continues to escalate, so the need for the Task Force is even greater today than in the past. Chairman Humphrey was pleased to see the collaborative efforts being made by the local law enforcement agencies to eradicate the drug and gang issues. He questioned if efforts were being made to educate children about drugs and gangs to which Commander Baxley replied that the Sheriff's Office is working in tandem with the County Attorney's Office to provide educational talks to all children in Gila County schools. Last year over 20 presentations were made to the school children.

Upon motion by Supervisor Martin, seconded by Supervisor Cline, the Board unanimously approved the Intergovernmental Agreement as stated in this agenda item.

B. Information/Discussion/Action to adopt Resolution No. 17-02-01, which authorizes the execution of Amendment No. Two to an Intergovernmental Agreement (File No. IGA/JPA 10-231I) between Gila County and the State of Arizona, Department of Transportation for the construction of pedestrian sidewalks along Main Street in the Central Heights area.

Steve Sanders, Public Works Division Director, advised that Amendment No. Two to the Intergovernmental Agreement (IGA) will provide additional funding for this project to construct pedestrian sidewalks along Main Street in the Central Heights area. It will cost Gila County approximately \$4,800 to obtain \$79,000 of additional funding from the Arizona Department of Transportation. The match requirement will be taken from the County's half-cent transportation excise tax. Mr. Sanders stated that once this IGA is executed, ADOT will publish the advertisement calling for bids and hopefully construction for this phase of the project will begin in March. He further stated that there are several phases of construction for other projects in this area.

Upon motion by Supervisor Cline, seconded by Supervisor Martin, the Board unanimously adopted Resolution No. 17-02-01, which authorized the Chairman's signature on the IGA. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

C. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 020917 - Forest Service Road No. 512 Asphalt Patching Project.

Mr. Sanders advised that this agenda item is actually a prerequisite to other agenda items that will be presented to the Board next month to chip seal Forest Service Road No. 512 and some other roads in Gila County. Prior to chip sealing, the County will need to do some pavement repairs on certain roads and he clarified that this item is to issue an Invitation for Bids to do the chip sealing and other pavement repairs to Road No. 512. Upon motion by Supervisor Martin, seconded by Supervisor Cline, the Board unanimously authorized the advertisement of Invitation for Bids No. 020917.

Item 3 - CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of Amendment No. 4 to Contract No. 110514-Janitorial Service for Southern Gila County to decrease the contract by \$11,835.59 for an amended, not to exceed, contract amount of \$102,943.91 due to the removal of the Michaelson Building from the contract.

B. Approval of Amendment No. 5 to Professional Services Contract No. 071415 between Gila County and Samantha Elledge for the provision of legal services for indigent citizens whereby the contract is being increased by \$19,400 for a total amount of \$46,200 to cover the remainder of the contract term.

C. Approval of the final Memorandum of Understanding between the County of Gila and the Gila County Superior Court for the provision of information technology support to the Courts group.

D. Approval of Funding Agreement No. 130-17 between Gila County and the Arizona Department of Housing to receive Community Development Block Grant funds in the amount of \$139,242 for the period of February 21, 2017, through January 31, 2018, in order to rehabilitate at least two homes.

E. Approval of the reappointment of Judge Gary V. Scales as Judge *Pro Tempore* for the Superior Court in Gila County for the period of July 1, 2017, until June 30, 2018.

F. Approval to reappoint Clark Richens and Mike Burket to the Gila County Cooperative Extension Advisory Board for another two-year term of office beginning on January 1, 2017, through December 31, 2018.

G. Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at an event to be held on March 10-12, 2017, at the Gila County Fairgrounds.

H. Acknowledgment of the January 2017 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

I. Acknowledgment of the January 2017 monthly activity report submitted by the Payson Regional Constable's Office.

J. Acknowledgment of the January 2017 monthly departmental activity report submitted by the Globe Regional Constable's Office.

K. Acknowledgement of the December 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

L. Acknowledgment of the January 2017 monthly activity report submitted by the Recorder's Office.

M. Approval of the February 7, 2017, and February 14, 2017, Board of Supervisors' meeting minutes.

N. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of January 16, 2017, through January 20, 2017.

Upon motion by Supervisor Cline, seconded by Supervisor Martin, the Board unanimously approved Consent Agenda Action items 3A through 3N.

Item 4 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a

matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

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

Each Board member provided an update on current events. John Nelson, County Manager, did not have anything to report.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 10:28 a.m.

APPROVED:

Tim R. Humphrey, Acting Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: February 28, 2017

TOMMIE C. MARTIN
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TIM R. HUMPHREY
Vice-Chairman

By: Marian Sheppard
Clerk of the Board

WOODY CLINE
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin; Chairman (via phone); Tim R. Humphrey, Vice-Chairman; Woody Cline, Member; John Nelson, County Manager; Marian E. Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk.

ABSENT: Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

Vice-Chairman Humphrey called the work session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. He advised that Chairman Martin asked him to chair today's meeting because she was attending another meeting in Washington, D.C.; however, she would participate in this meeting by phone. Tim R. Humphrey led the Pledge of Allegiance.

Item 2 - REGULAR AGENDA ITEMS:

A. Information/Discussion regarding the Gila County Animal Shelter to include the potential construction of a new site.

Michael O'Driscoll, Health and Emergency Management Division Director, thanked the Board for the opportunity to revisit this issue, which he has been working on for several years. He reviewed the purpose of this work session, which was to discuss events leading up to a new animal shelter being proposed; discuss where this issue stands based on the direction of the previous Board members; discuss the current proposal for a new animal shelter with preliminary site drawings and development costs; and obtain direction from the Board of Supervisors regarding the next steps.

He advised that during previous discussions between Gila County (County) and City of Globe (City) management and officials, a tentative verbal agreement was reached, as follows: The County would vacate the current animal shelter

location so that the City can use the land for additional grave sites; the City would donate 3-4 acres of land at the Globe Community Center site for the development of a new animal shelter; the County would be responsible for constructing a new animal shelter; and the City would bring water and sewer to the property.

Mr. O'Driscoll advised that the City and the County jointly own the land where the current animal shelter is located. The City has indicated that it will run out of cemetery spaces by 2020, so both entities desire to have a new animal shelter built and in operation before 2020. Chairman Humphrey inquired if the County would own the land to be donated by the City for the new animal shelter. Mr. O'Driscoll replied that he hopes that the donated land will be exclusively owned by the County and he added that the details of that donation would be worked about between both entities' attorneys. Michael Scannell, Deputy County Manager, explained that an option would be to place deed restrictions on the property that the City would use to expand the cemetery and the property that the County would use to construct a new animal shelter, so if the properties weren't used as intended, ownership would revert.

Mr. O'Driscoll advised that the previous members of the Board of Supervisors directed staff to investigate the Globe Community Center site, which was done. County staff looked at the proposed location and also looked at the location of current utilities, etc. Mr. O'Driscoll stated that Mark Guerena, County Engineer, conducted an extensive review of the site. Before turning the presentation over to Mr. Guerena, Mr. O'Driscoll announced that the County greatly values the input of the High Desert Humane Society and he introduced Jane Hale and Judy Alexander, who are very involved with the Humane Society. Mr. O'Driscoll asked Ms. Hale if she had any comments; she replied that she would address the Board after the presentation has been made by County staff.

Mr. Guerena advised that he would provide an overview of the attachments for this agenda item. He reviewed two aerial maps of the proposed location for the animal shelter at the Community Center site. Both maps are of the same location; however, one map provides more detail with regard to the overlay drawings. He informed the Board that he used input from the City in order to make some assumptions for the location of the road. The City has agreed to provide water and sewer to the site and the County will be responsible for providing electricity and gas to the site. Mr. Guerena mentioned that he also had to assume an elevation for the pad site and figure how big a lot that would create. He stated that property limits would need to be defined if this site is chosen because it is very irregular. In one model, he mentioned that he tried to preserve the baseball field and he included a guardrail. He added that the other model include some parking schematics and a floor plan with square footage. Mr. Guerena stated that some of the pad will be comprised of fill material. He then reviewed some of the estimated construction costs for this

project. Mr. Gueren stated, "My intention is to let a design firm take this and actually design it for the intended purpose of this facility." Supervisor Cline questioned if there would be adequate space at the Community Center site for the short- and long-term. He also questioned the size of the building. Mr. O'Driscoll replied that he has contacted animal shelters throughout the U.S. inquiring if there is a set formula to use when constructing an animal shelter and, to his knowledge, there is no set formula or schematic. He also believes that the County should contract with a design firm to design the animal shelter. He advised that the animal shelter was previously a house. It now has some structural issues and it does not contain adequate space for the animal shelter operations.

Supervisor Cline inquired if other sites are being considered to which Mr. O'Driscoll replied that no other sites are being considered at this time. Chairman Humphrey inquired if there is any other property owned by the County that could possibly be used for the animal shelter. Mr. O'Driscoll replied that he will work with the County Facilities Department staff and City staff to determine any other locations. He added that an important goal is to locate a property that is close to utilities; otherwise, adding utilities to a property would be very costly. Mr. Scannell advised that County management and staff and City management and staff previously met and it was decided that the Community Center site would be the best option to construct an animal shelter. He acknowledged that there may be other available parcels of land; however, they do not have access to water, sewer, gas and electric. Mr. Scannell advised that another consideration was to find a location that would be in close proximity to the community. He stated, "We need to seek the counsel of people that understand all of this, such as the Humane Society. In summary, we will execute whatever your (Board of Supervisors) plan is. The year 2020 is not that far away from a planning perspective."

Mr. O'Driscoll referred to the proposed timeline and pointed out that if this project is approved, the anticipated completion date for the construction of the animal shelter is July 31, 2019. Mr. O'Driscoll advised that there is a metal building located at the County's Russell Gulch Landfill that is being considered for the animal shelter. It would have to be deconstructed and re-erected at the chosen site. Public Works has advertised an invitation for bids for a company to determine that feasibility. He added that if a metal building is used, there most likely will be high maintenance costs. Mr. O'Driscoll is waiting for a structural analysis of the metal building. The Board entered into a discussion regarding utilizing a metal building for the animal shelter versus a brick and mortar building. Mr. Scannell suggested that County staff and City staff seek out those experienced in running a shelter, such as the Human Society.

Supervisor Cline agreed with Chairman Humphrey that County staff should continue to search out alternative sites, especially because the anticipated cost for utilizing this site is high. He also agreed with Supervisor Martin regarding

the importance of assuring that the animal shelter will be built to not only consider current needs, but to handle future needs.

At 10:45 a.m. Supervisor Martin asked to be excused from this meeting in order to attend another meeting that was being held at the National Association of Counties conference in Washington, D.C.

Chairman Humphrey expressed his desire for the County to work closely with High Desert Humane Society staff. He agreed with Supervisor Martin's suggestion that tours of other facilities within the state should be scheduled and he extended an invitation for Humane Society staff to participate in those tours. A brief discussion was held on model animal shelters. Mr. O'Driscoll advised that County staff met with Pinal County's engineer approximately one year ago as they have an efficient animal shelter whereby 3 buildings are utilized. He added that Pinal County had installed air conditioning units in a metal building; however, due to many problems that occurred, they replaced the air conditioning units with evaporative coolers.

Mr. O'Driscoll advised that last year, the County Manager started a capital project fund for the animal shelter. Mr. Scannell added that the initial amount was \$50,000 and an additional amount is being included in the County's fiscal year 2018-2019 budget, but he doesn't yet know that number. Mr. Scannell stated that the money being budgeted would not be enough to construct the animal shelter, but "it is a step in the right direction."

John Nelson, County Manager, encouraged staff to move on this important issue as quickly as possible. Mr. O'Driscoll assured Mr. Nelson and the Board that the Human Society would be included in communications regarding tours of other animal shelters. Chairman Humphrey asked Mr. O'Driscoll if he has contacted any design firms that specialize in animal shelters. Mr. O'Driscoll has made a few contacts; however, he would continue doing so. Supervisor Cline asked Mr. O'Driscoll to prepare a schedule of upcoming tours, meetings, etc. and to keep County management and the Board apprised.

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Chairman Humphrey advised that he received a Call to the Public form from Jane Hale, so he asked her to come to the podium at this time.

Ms. Hale stated that the Humane Society's interest in this facility is to assure that it meets the needs of the animals with regard to cleanliness, temperature, etc. She expressed a concern in using any type of metal building because they deteriorate much quicker than a brick and mortar building. Ms. Hale urged the County to not proceed with conducting a structural analysis on the metal building at the landfill as she believes a brick and mortar building is the best solution for meeting future needs of the animal shelter. She stated, "In today's society, animals and their treatment is extremely important to the public. Our group receives an awful lot of support from this community. We have partnered with the Gila County Animal Care and Control to improve the image of the County and to improve the live release rate, and we have done remarkably well together. The County is to be commended for that..." Ms. Hale expressed a desire to move forward with the County in its endeavor and she accepted the County's offer to tour other facilities with County staff. She proceeded to name a few facilities in the state that operate well.

Chairman Humphrey thanked Ms. Hale and Ms. Alexander for attending today's meeting and providing input on this issue.

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.

The County Manager and Chairman Humphrey each presented a brief report on current events. Supervisor Cline advised that he did not have anything to report at this time.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 11:04 a.m.

APPROVED:

Tim R. Humphrey, Acting Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-4135

Consent Agenda Item

5. G.

Regular BOS Meeting

Meeting Date: 03/07/2017

Reporting Period: 02/07/17, 02/14/17, 02/21/17, and 02/28/17

Submitted For: Erica Garcia, Human Resources Assistant Sr.

Submitted By: Erica Garcia, Human Resources Assistant Sr.

Information

Subject

Human Resources reports for the weeks of February 7, 2017, February 14, 2017, February 21, 2017, and February 28, 2017.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of February 7, 2017, February 14, 2017, February 21, 2017, and February 28, 2017.

Attachments

HR Summary Report

02/07/17 Human Resources Report

02/14/17 Human Resources Report

02/21/17 Human Resources Report

02/28/17 Human Resources Report

Human Resources Action Items

Date _____

Feb-17

Apr-17

7 Jun-17

Aug-17

Oct-17

Dec-17

[illegible]

HUMAN RESOURCES ACTION ITEMS
FEBRUARY 7, 2017

DEPARTURES:

1. Karla Fandrich – Community Services – Administrative Clerk Senior – 02/24/17 – CAP(.50)/GEST(.50) Funds – DOH 06/20/16
2. Lynn Key – Public Works – Building Maintenance Technician – 02/02/17 – Facilities Management Fund – DOH 09/12/16
3. John Root – Public Works – Fleet and Equipment Maintenance Supervisor – 04/14/17 – Fleet Management Fund – DOH 03/16/77

NEW HIRES:

4. Kevin Steveson – Public Works – Recycling and Landfill Operations Worker – 02/13/17 – Recycling and Landfill Management Fund – Replacing Edward Avalos

DEPARTMENTAL TRANSFERS:

5. Karen Brake – Sheriff's Office – From Administrative Clerk – To Accounting Clerk Specialist – 01/30/17 – General Fund – Replacing Lieneke Mellema
6. Charlotte Williams – Recorder's Office – From Office Supervisor – To Chief Deputy Recorder – 01/31/17 – General Fund – Replacing Kaycee Reece

OTHER ACTIONS:

7. John Nelson – Board of Supervisors – County Manager – 01/22/17 – General Fund – Revision
8. Shelley McPherson – Human Resources – Director of Human Resources – 01/22/17 – General Fund - Revision

REQUEST TO POST:

9. Community Services – Administrative Clerk Senior – Vacated by Karla Fandrich
10. Recorder's Office – Office Supervisor – Vacated by Charlotte Williams
11. Superior Court – Court Case Management Systems Trainer – Vacated by Patricia England

HUMAN RESOURCES ACTION ITEMS
FEBRUARY 14, 2017

DEPARTURES:

1. Rhonda Wood – Public Works – Administrative Clerk Senior – 02/07/17 – Facilities Management Fund – DOH 12/19/06
2. Erin Baker – Probation – Deputy Probation Officer 1 – 02/17/17 – Juvenile Intensive Probation Supervision Fund – DOH 07/15/16

NEW HIRES:

3. Gabriel Arrellin – Health and Emergency Services – Animal Control Officer – 02/21/17 – Rabies Control Fund – Replacing Michael Halbert
4. Nick Sedlachek – Sheriff's Office – Detention Officer – 02/21/17 – General Fund – Replacing Brian Buchanan
5. Michael Huckleby – Public Works – Road Maintenance and Equipment Operator – 02/21/17 – Public Works Fund – Replacing Wesley Wilson

END PROBATIONARY PERIOD:

6. Marlowe Cassadore – Elections – Voter Outreach Coordinator – 02/22/17 – General Fund
7. George Allen – Public Fiduciary – Public Fiduciary Services Specialist – 02/22/17 – General Fund
8. Ashlie Enfield-Goss – Sheriff's Office – Property and Evidence Custodian – 02/15/17 – General Fund
9. Kimberly Rust – Payson Constable's Office – Constable Clerk – 02/01/17 – General Fund

HUMAN RESOURCES ACTION ITEMS
FEBRUARY 21, 2017

DEPARTURES:

1. Porter Wilbanks – Public Works – Road Maintenance and Equipment Operator Senior – 02/21/17 – Public Works Fund – DOH 11/17/08

NEW HIRES:

2. Thomas Zienka – Public Works – Road Maintenance and Equipment Operator – 03/13/17 – Public Works Fund – Replacing Travis Wills

END PROBATIONARY PERIOD:

3. Mark Warden – Public Works – Construction Project Manager – 02/28/17 – Facilities Management Fund
4. Betty Hurst – Finance – Contracts Administrator – 02/28/17 – General Fund
5. Rose Holiday – Globe Constable's Office – Constable Clerk – 02/08/17 – General Fund
6. Patti Dremmler – Superior Court – Administrative Clerk Senior – 03/21/17 – CASA(.50)/Court Improvement Project(.50) Funds

OTHER ACTIONS

7. Scott Buzan – Community Development – Community Development Site Supervisor – 02/06/17 – General Fund – Temporary Assignment

REQUEST TO POST:

8. Information Technology – Systems Specialist – Vacated by Sarah Bennett
9. Assessor's Office – Mapping Technician – Vacated by Melissa Henderson
10. Public Works – Road Maintenance and Equipment Operator Senior – Vacated by Brian Jennings and John Griffin
11. Public Works – Road Maintenance and Equipment Operator Senior – Vacated by Porter Wilbanks
12. Public Works – Road Maintenance and Equipment Operator – Vacated by Joel McDaniel and Justin Newby
13. Public Works – Road Maintenance and Equipment Operator – Vacated by John Digman

HUMAN RESOURCES ACTION ITEMS
FEBRUARY 28, 2017

TEMPORARY HIRES TO COUNTY SERVICES:

1. Nancy Simmons – Board of Supervisors – Temporary Executive Administrative Assistant – 03/06/17 – General Fund – Replacing Carl Melford

END PROBATIONARY PERIOD:

2. Brittany Francis – Health and Emergency Services – Staff Nutritionist – 03/19/17 – WIC(.99)/Commodity Supplement Food Program(.01) Funds
3. Kristopher Tower – Health and Emergency Services – Animal Control Officer – 02/22/17 – Rabies Control Fund
4. Zachary Paul – Public Works – GIS Analyst – 03/12/17 – General Fund

OTHER ACTIONS:

5. Stephanie Szpotowski – Sheriff's Office – 911 Dispatcher Supervisor – 03-23-17 – General Fund – Extending probationary period an additional six months

ARF-4223

Consent Agenda Item

5. H.

Regular BOS Meeting

Meeting Date: 03/07/2017

Reporting Period: January 23-29, 2017; January 30- February 5, 2017;

February 6-12, 2017; February 13-19, 2017; February 20-26, 2017

Submitted For: Amber Warden, Accountant Senior

Submitted By: Amber Warden, Accountant Senior

Information

Subject

Finance reports/demands/transfers for January 23-29, 2017; January 30-February 5, 2017; February 6-12, 2017; February 13-19, 2017; and February 20-26, 2017.

Suggested Motion

Approval of finance reports/demands/transfers for January 23-29, 2017; January 30-February 5, 2017; February 6-12, 2017; February 13-19, 2017, and February 20-26, 2017.

Attachments

Finance Reports 2-20-17 to 2-26-17

Finance Reports 2-20-17 to 2-26-17 - Voids

Finance Reports 2-13-17 to 2-19-17

Finance Reports 2-13-17 to 2-19-17 - Voids

Finance Reports 2-6-17 to 2-12-17

Finance Reports 2-6-17 to 2-12-17 - Voids

Finance Reports 1-29-17 to 2-5-17

Finance Reports 1-29-17 to 2-5-17 - Voids

Finance Reports 1-23-17 to 1-29-17

Finance Reports 1-23-17 to 1-29-17 - Voids

Payment Register

From Payment Date: 2/20/2017 - To Payment Date: 2/26/2017

Number	Date	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable			
<u>Check</u>			
282154	02/21/2017	ABOU SALEH, RAHIL	\$533.51
282155	02/21/2017	AMERICAN HOMEPATIENT RBC	\$70.00
282156	02/21/2017	AMERIGAS-PAYSON 6950	\$2,283.44
282157	02/21/2017	ANDERSON COLLISION CENTER	\$1,138.35
282158	02/21/2017	ARIZONA DEPARTMENT OF	\$120.00
282159	02/21/2017	ARIZONA DEPARTMENT OF HEALTH	\$1,670.00
282160	02/21/2017	ARIZONA PUBLIC HEALTH	\$3,000.00
282161	02/21/2017	ARIZONA PUBLIC SERVICE	\$3,920.06
282162	02/21/2017	ARIZONA SILVER BELT	\$129.65
282163	02/21/2017	ARIZONA STATE TREASURER	\$117,767.00
282164	02/21/2017	ARIZONA WATER COMPANY	\$63.97
282165	02/21/2017	AXIS FORENSIC TOXICOLOGY INC	\$2,016.00
282166	02/21/2017	BALTZ, KAREN, A	\$37.50
282167	02/21/2017	BLACKSTONE SECURITY SERVICE	\$6,820.00
282168	02/21/2017	Blueline Services LLC	\$50.00
282169	02/21/2017	BOSE PUBLIC AFFAIRS GROUP	\$5,954.50
282170	02/21/2017	BROWNS MACHINE SHOP	\$29.46
282171	02/21/2017	BURK, STEVEN, E	\$5,832.34
282172	02/21/2017	BUZAN, MALISSA, A	\$275.14
282173	02/21/2017	BYRUM, SUSAN	\$1,265.10
282174	02/21/2017	CABLE ONE	\$98.32
282175	02/21/2017	CABRERA, ELLIANA	\$200.00
282176	02/21/2017	CANYON STATE OIL	\$442.59
282177	02/21/2017	CENTURYLINK	\$3,060.84
282178	02/21/2017	CHAMBERS, BRYAN, B	\$165.24
282179	02/21/2017	CREDIT CARD REVOLVING FUND	\$54,734.69
282180	02/21/2017	DIAMOND PHARMACY SERVICES	\$7,354.84
282181	02/21/2017	EARTH MOVER TIRE SALES INC	\$4,060.70
282182	02/21/2017	EMPIRE CAT	\$1,675.11
282183	02/21/2017	EMPIRE MACHINERY COMPANY	\$975.33
282184	02/21/2017	FEDERAL HIGHWAY	\$43,486.42
282185	02/21/2017	FEDEX	\$7.79
282186	02/21/2017	FRAMIN WORKS	\$33.90
282187	02/21/2017	FRANCIS, BRITTANY	\$50.00
282188	02/21/2017	GLASS MASTERS INC	\$585.00
282189	02/21/2017	GLOBE EXTERMINATORS	\$165.00

282190	02/21/2017	GORE, STELLA	\$87.62
282191	02/21/2017	HAMBICKI'S TRUCK AND	\$9,415.62
282192	02/21/2017	HILL, MICHAEL	\$225.00
282193	02/21/2017	HOBBS, MELODEE, KAY	\$650.00
282194	02/21/2017	HUMANE SOCIETY OF CENTRAL	\$2,600.00
282195	02/21/2017	INTEGRITY ATTORNEY SERVICES	\$154.60
282196	02/21/2017	Irish, Gerald	\$17.50
282197	02/21/2017	JANI SERV INC	\$11,853.56
282198	02/21/2017	JULIEN, PAUL	\$75.48
282199	02/21/2017	Kelly Services, Inc.	\$2,337.28
282200	02/21/2017	KONICA MINOLTA BUSINESS	\$726.78
282201	02/21/2017	KONICA MINOLTA BUSINESS	\$108.00
282202	02/21/2017	LABORATORY CORPORATION OF	\$1,572.92
282203	02/21/2017	LANGUAGE LINE SERVICES, INC.	\$250.11
282204	02/21/2017	LAW OFFICE OF CARRIE CANIZALES	\$4,188.90
282205	02/21/2017	LBI SAT LLC	\$144.00
282206	02/21/2017	LexisNexis Risk Solutions	\$77.05
282207	02/21/2017	Maricopa Data Storage Centers, Inc.	\$264.04
282208	02/21/2017	MARSHALL & SWIFT	\$1,590.79
282209	02/21/2017	MATLOCK GAS & EQUIPMENT	\$249.61
282210	02/21/2017	McSpadden Ford Inc.	\$62,456.30
282211	02/21/2017	MDC ELECTRICAL CONTRACTOR	\$1,500.00
282212	02/21/2017	MOUNTAIN RETREAT BUILDERS LLC	\$5,875.00
282213	02/21/2017	Network Services Solutions, LLC	\$813.04
282214	02/21/2017	NORCHEM DRUG TESTING	\$1,888.85
282215	02/21/2017	NORTH COUNTRY HEALTHCARE INC	\$60.00
282216	02/21/2017	OFFICE DEPOT	\$1,140.85
282217	02/21/2017	PAYNE, DWIGHT	\$67.50
282218	02/21/2017	PITNEY BOWES GLOBAL FINANCIAL	\$458.52
282219	02/21/2017	PONTEL, SUSAN, A	\$100.00
282220	02/21/2017	PROCOMM	\$8,437.57
282221	02/21/2017	RIM COUNTRY RADIO 1420AM KMOG	\$150.00
282222	02/21/2017	RIM COUNTRY REGIONAL CHAMBER	\$3,000.00
282223	02/21/2017	RIPPLE, DENICE	\$1,402.60
282224	02/21/2017	RODRIGUEZ CONSTRUCTIONS INC	\$8,925.00
282225	02/21/2017	Roy Haught Excavating, Inc	\$1,710.00
282226	02/21/2017	SANDERS, STEVE	\$25.00
282227	02/21/2017	SCALES, RAMONA	\$368.14
282228	02/21/2017	SHAW, JEAN, TURNEY	\$100.00
282229	02/21/2017	STATE OF ARIZONA (ADEQ)	\$500.00
282230	02/21/2017	STATE OF ARIZONA (ADEQ)	\$500.00
282231	02/21/2017	STATE OF ARIZONA (ADEQ)	\$500.00
282232	02/21/2017	STATE OF ARIZONA (ADEQ)	\$500.00
282233	02/21/2017	STATE OF ARIZONA (ADEQ)	\$500.00

282234	02/21/2017	SUPERIOR CLEANING EQUIPMENT	\$275.00
282235	02/21/2017	THE MASTER'S TOUCH LLC	\$483.56
282236	02/21/2017	THERMO FLUIDS INC	\$80.00
282237	02/21/2017	THYSSENKRUPP ELEVATOR	\$669.41
282238	02/21/2017	TIOGA ENERGY, INC	\$2,779.16
282239	02/21/2017	TRANSUNION RISK AND	\$25.00
282240	02/21/2017	UNIFIED SCREENING AND	\$1,090.80
282241	02/21/2017	UNIVERSAL POLICE SUPPLY CO	\$1,230.38
282242	02/21/2017	US IMAGING	\$64,869.76
282243	02/21/2017	WASTE MATTERS AND RECYCLING	\$318.45
282244	02/21/2017	WEST PAYMENT CENTER	\$281.31
282245	02/21/2017	WILLIAMS, JOSEPH	\$100.00
282246	02/21/2017	WRIGHT, TIMOTHY	\$495.72
282247	02/21/2017	YORK, BREENA, L	\$1,785.00
282249	02/24/2017	AMERICAN FAMILY LIFE	\$5,169.25
282250	02/24/2017	ARIZONA DEPARTMENT OF	\$80.00
282251	02/24/2017	ARIZONA LOCAL GOVT EMPLOYEE	\$210,410.72
282252	02/24/2017	ARIZONA STATE RETIREMENT	\$139,566.52
282253	02/24/2017	AZCOPS	\$30.00
282254	02/24/2017	COLONIAL SUPPLEMENTAL	\$5,762.81
282255	02/24/2017	CORRECTIONS OFFICER	\$28,031.56
282256	02/24/2017	DELTA MANAGEMENT ASSOCIATES	\$141.84
282257	02/24/2017	ELECTED OFFICIALS DEFINED	\$18.72
282258	02/24/2017	ELECTED OFFICIALS RETIREMENT	\$10,315.87
282259	02/24/2017	EORP LEGACY	\$1,543.65
282260	02/24/2017	FRATERNAL ORDER OF POLICE	\$131.20
282261	02/24/2017	GILSBAR FSA	\$602.50
282262	02/24/2017	GILSBAR HSA	\$1,970.33
282263	02/24/2017	JP MORGAN CHASE DOR	\$24,181.02
282264	02/24/2017	JP MORGAN CHASE FEDERAL TAX	\$73,875.79
282265	02/24/2017	JP MORGAN CHASE FICA EE	\$52,245.46
282266	02/24/2017	JP MORGAN CHASE FICA ER	\$52,245.46
282267	02/24/2017	JP MORGAN CHASE MEDICARE EE	\$12,295.21
282268	02/24/2017	JP MORGAN CHASE MEDICARE ER	\$12,295.21
282269	02/24/2017	METLIFE	\$240.00
282270	02/24/2017	MIDLAND FUNDING LLC C/O	\$243.87
282271	02/24/2017	MODERN WOODMEN OF AMERICA	\$33.55
282272	02/24/2017	NATIONWIDE RETIREMENT	\$4,386.50
282273	02/24/2017	NATIONWIDE TRUST Co FBO NRS	\$1,047.85
282274	02/24/2017	NORTHERN ARIZONA LAW	\$225.00
282275	02/24/2017	PUBLIC SAFETY PERSONNEL	\$47,107.09
282276	02/24/2017	SECURITY BENEFIT GROUP	\$1,200.00
282277	02/24/2017	SUPPORT PAYMENT	\$2,562.32
282278	02/24/2017	US DEPARTMENT OF EDUCATION	\$141.06

282279	02/24/2017	WADDELL & REED	\$892.50
282280	02/23/2017	CHENEY, BETHANY, G	\$267.00
Type Check Totals:			<hr/> \$1,171,382.43

Payment Register

From Payment Date: 2/20/2017 - To Payment Date: 2/26/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount
JP Morgan AP - JP Morgan Accounts Payable								
<u>Check</u>								
282248	02/23/2017	Voided	Ach Direct Deposit	02/23/2017	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$544,541.04	
Type Check Totals:							1 Transactions	\$544,541.04
JP Morgan AP - JP Morgan Accounts Payable Totals								

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Voided	1	\$544,541.04	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$544,541.04	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Voided	1	\$544,541.04	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$544,541.04	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Voided	1	\$544,541.04	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$544,541.04	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Voided	1	\$544,541.04	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$544,541.04	\$0.00

Difference

Payment Register

From Payment Date: 2/13/2017 - To Payment Date: 2/19/2017

Number	Date	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable			
<u>Check</u>			
282053	02/13/2017	ADVANCED CONTROLS	\$2,296.83
282054	02/13/2017	ALLIANT GAS LLC	\$153.34
282055	02/13/2017	ALLIED FIRE PROTECTION INC	\$285.00
282056	02/13/2017	AMERIGAS-PAYSON 6950	\$480.90
282057	02/13/2017	ARIZONA LOCAL GOVERNMENT	\$412,166.72
282058	02/13/2017	ARIZONA PUBLIC SERVICE	\$561.00
282059	02/13/2017	ARIZONA SILVER BELT	\$409.20
282060	02/13/2017	ARIZONA STATE PRISON GLOBE	\$1,666.00
282061	02/13/2017	AXIS FORENSIC TOXICOLOGY INC	\$536.00
282062	02/13/2017	BILTMORE PSYCHIATRIC GROUP,	\$500.00
282063	02/13/2017	CABLE ONE	\$4,133.96
282064	02/13/2017	CABRERA, ELLIANA	\$73.01
282065	02/13/2017	CANYON STATE OIL	\$19,644.09
282066	02/13/2017	CANYON STATE WIRELESS	\$192.98
282067	02/13/2017	Carls Towing Inc	\$365.00
282068	02/13/2017	CARTEGRAPH SYSTEMS INC	\$2,041.84
282069	02/13/2017	CEMEX CONSTRUCTION MATERIALS	\$1,572.51
282070	02/13/2017	CENTURYLINK	\$1,111.26
282071	02/13/2017	CINTAS FIRST AID & SAFETY	\$115.00
282072	02/13/2017	CITY OF GLOBE	\$11,988.72
282073	02/13/2017	COBRE VILLAGE APARTMENTS	\$551.00
282074	02/13/2017	COMMERCIAL CARD SOLUTIONS	\$154,359.93
282075	02/13/2017	COPPER COUNTRY NEWS	\$988.81
282076	02/13/2017	COPPERNET SYSTEM INC	\$79.95
282077	02/13/2017	COX COMMUNICATIONS	\$339.04
282078	02/13/2017	CREDIT CARD REVOLVING FUND	\$66,514.97
282079	02/13/2017	DEASE, IONA	\$540.00
282080	02/13/2017	DELL FINANCIAL SERVICES LLC	\$93,816.17
282081	02/13/2017	DELL MARKETING LP	\$3,480.35
282082	02/13/2017	DELL MARKETING LP	\$140.43
282083	02/13/2017	DIGITAL IMAGING SYSTEMS	\$96.44
282084	02/13/2017	DJ'S COMPANIES INC	\$451.97
282085	02/13/2017	DODD, PATRICIA	\$26.01
282086	02/13/2017	DURHAM, MICHAEL	\$600.00
282087	02/13/2017	EARTH MOVER TIRE SALES INC	\$634.36
282088	02/13/2017	EARTHQUEST PLUMBING INC	\$1,442.25

282089	02/13/2017	EKMAN, JOHN, K	\$300.00
282090	02/13/2017	EMPIRE CAT	\$32.23
282091	02/13/2017	EMPIRE MACHINERY COMPANY	\$2,437.94
282092	02/13/2017	EXPERIAN	\$32.00
282093	02/13/2017	FABOK, GLINDA, S	\$579.40
282094	02/13/2017	FOREST VIEW INC. DBA POSTNET	\$131.55
282095	02/13/2017	FREEMAN, MICHAEL	\$6,454.00
282096	02/13/2017	GBH COMMUNICATIONS INC	\$3,894.00
282097	02/13/2017	GILA COUNTY HEALTH	\$165.58
282098	02/13/2017	GILA SWEEPING	\$325.00
282099	02/13/2017	GLOBE REGIONAL JUSTICE COURT	\$99.65
282100	02/13/2017	GROSSMAN & GROSSMAN LTD	\$1,640.00
282101	02/13/2017	HEALTHCARE MEDICAL WASTE	\$71.00
282102	02/13/2017	Hillyard - Flagstaff	\$537.05
282103	02/13/2017	Hillyard INC	\$1,105.48
282104	02/13/2017	INTERSTATE ELECTRONICS	\$528.38
282105	02/13/2017	KENZ AND LESLIE OF ARIZONA INC	\$115.64
282106	02/13/2017	KIKO RADIO STATION	\$180.00
282107	02/13/2017	KONICA MINOLTA BUSINESS	\$1,019.70
282108	02/13/2017	KS STATEBANK	\$1,153.01
282109	02/13/2017	LAW OFFICE OF JOHN S.PERLMAN	\$598.00
282110	02/13/2017	LEMON, MICHAEL	\$457.48
282111	02/13/2017	MATLOCK GAS & EQUIPMENT	\$446.50
282112	02/13/2017	MCCREARY GROUP	\$378.40
282113	02/13/2017	MCKESSON MEDICAL SURGICAL INC	\$965.96
282114	02/13/2017	McSpadden Ford Inc.	\$124,912.60
282115	02/13/2017	MESSINGER PAYSON FUNERAL	\$1,005.00
282116	02/13/2017	MTE COMMUNICATIONS	\$305.01
282117	02/13/2017	MYERS & ASSOCIATES PLLC	\$5,842.96
282118	02/13/2017	NATIONAL RURAL HEALTH	\$805.00
282119	02/13/2017	NELSON, JOHN, F	\$195.84
282120	02/13/2017	NELSON, TIMOTHY	\$6,979.00
282121	02/13/2017	NEWT FOGAL SALES CO	\$652.76
282122	02/13/2017	OASIS PRINTING	\$391.88
282123	02/13/2017	OLD MAIN STORAGE	\$90.59
282124	02/13/2017	PINAL GILA COUNCIL FOR SENIOR	\$21,500.00
282125	02/13/2017	PINE VIEW RV PARK	\$273.24
282126	02/13/2017	QUALITY PUMPING LLC	\$179.64
282127	02/13/2017	R&M REPEATERS LLC	\$1,147.01
282128	02/13/2017	RIM COMMUNICATIONS	\$1,186.22
282129	02/13/2017	RIM COUNTRY REGIONAL CHAMBER	\$500.00
282130	02/13/2017	ROSE, DUNCAN	\$253.98
282131	02/13/2017	SCOTT, JOHN	\$100.00
282132	02/13/2017	SHAW, JEAN, TURNEY	\$155.00

282133	02/13/2017	SMITHS DETECTION INC	\$3,775.26
282134	02/13/2017	SPOK INC	\$198.24
282135	02/13/2017	ST. PAUL'S UNITED METHODIST	\$500.00
282136	02/13/2017	TOWN OF PAYSON	\$250.00
282137	02/13/2017	TRINITY SERVICE GROUP INC	\$32,095.62
282138	02/13/2017	UPHOLSTERY STATION	\$169.00
282139	02/13/2017	US IMAGING	\$198.60
282140	02/13/2017	USDA FOREST SERVICE	\$20,883.13
282141	02/13/2017	WEST PAYMENT CENTER	\$879.31
282142	02/13/2017	WHITE MOUNTAIN PUBLISHING LLC	\$1,800.81
282143	02/13/2017	WYDEBEAM BROADBAND	\$49.99
282144	02/13/2017	Colorado Department of Revenue	\$10.00
282145	02/13/2017	Feezor, Mac	\$143.41
282146	02/13/2017	ARIZONA DEPARTMENT OF	\$2,324.81
282147	02/14/2017	STANDIFIRD, BARRY	\$9,582.05
282148	02/15/2017	JP MORGAN CHASE DOR	\$2.80
282149	02/15/2017	JP MORGAN CHASE FEDERAL TAX	\$6.70
282150	02/15/2017	JP MORGAN CHASE FICA EE	\$11.08
282151	02/15/2017	JP MORGAN CHASE FICA ER	\$11.08
282152	02/15/2017	JP MORGAN CHASE MEDICARE EE	\$2.59
282153	02/15/2017	JP MORGAN CHASE MEDICARE ER	\$2.59
Type Check Totals:			<u>\$1,047,375.79</u>

Payment Register

From Payment Date: 2/13/2017 - To Payment Date: 2/19/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount
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Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Voided			
	Stopped			
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Voided			
	Stopped			
	Total	0	\$0.00	\$0.00

No records exist for the search criteria.

Difference

Payment Register

From Payment Date: 2/6/2017 - To Payment Date: 2/12/2017

Number	Date	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable			
<u>Check</u>			
281919	02/06/2017	ARIZONA CONSTABLES	\$190.00
281920	02/06/2017	ARIZONA DEPARTMENT OF	\$244.03
281921	02/06/2017	ARIZONA WATER COMPANY	\$1,414.24
281922	02/06/2017	ASANOVICH, ROBERT	\$400.00
281923	02/06/2017	AT&T	\$20.14
281924	02/06/2017	ATOMIC PEST CONTROL LLC	\$260.00
281925	02/06/2017	BILTMORE PSYCHIATRIC GROUP,	\$250.00
281926	02/06/2017	BRÜBAKER, CATHERINE	\$71.17
281927	02/06/2017	BRUNSON, MARY, K	\$280.17
281928	02/06/2017	BYRUM, SUSAN	\$1,875.00
281929	02/06/2017	CANYON STATE OIL	\$442.59
281930	02/06/2017	CENTURYLINK	\$459.23
281931	02/06/2017	CITY OF GLOBE	\$1,260.52
281932	02/06/2017	CLINE, WOODY	\$247.12
281933	02/06/2017	CONWAY, KEITH	\$100.00
281934	02/06/2017	COOK, JANICE, L	\$150.00
281935	02/06/2017	CREATIVE COMMUNICATIONS	\$799.00
281936	02/06/2017	CREDIT CARD REVOLVING FUND	\$490.49
281937	02/06/2017	CRM OF AMERICA LLC	\$1,527.84
281938	02/06/2017	DEPARI, JENNIFER	\$625.00
281939	02/06/2017	Dollywood Foundation	\$4,628.85
281940	02/06/2017	DORSETT, WAYNE, W	\$433.81
281941	02/06/2017	DOWLER, DUANE	\$32.42
281942	02/06/2017	DREMLER, PATTI	\$69.36
281943	02/06/2017	DSI RECYCLING SYSTEMS INC	\$26,453.00
281944	02/06/2017	EARTH MOVER TIRE SALES INC	\$1,151.79
281945	02/06/2017	Emily Danies Attorney at Law, LLC	\$6,576.41
281946	02/06/2017	EMPIRE CAT	\$3,818.42
281947	02/06/2017	EMPIRE MACHINERY COMPANY	\$2,860.52
281948	02/06/2017	EZ GO TEXTRON	\$15,115.71
281949	02/06/2017	FABOK, GLINDA, S	\$97.20
281950	02/06/2017	FEDEX	\$20.25
281951	02/06/2017	FISCHIONE, MARK, A	\$17,300.00
281952	02/06/2017	FLORES & CLARK LLC	\$7,425.00
281953	02/06/2017	Fountain Hills Law Firm	\$1,654.00
281954	02/06/2017	GEISER, RAYMOND	\$10,655.77

281955	02/06/2017	GILA COUNTY TREASURER	\$4,121.33
281956	02/06/2017	GLOBALSTAR USA LLC	\$371.29
281957	02/06/2017	GLOBE EXTERMINATORS	\$120.00
281959	02/06/2017	GOODMAN, SAMUEL	\$92.82
281960	02/06/2017	GREAT AMERICA LEASING	\$800.90
281961	02/06/2017	GUTHREY, BARBARA	\$300.00
281962	02/06/2017	HAVEY, BRIAN, L	\$520.00
281963	02/06/2017	HEALTHCARE MEDICAL WASTE	\$120.48
281964	02/06/2017	Hillyard INC	\$3,509.96
281965	02/06/2017	HLP, INC	\$9.45
281966	02/06/2017	HONOR HEALTH	\$541.55
281967	02/06/2017	HOV SERVICES INC	\$865.00
281968	02/06/2017	HUMPHREY , TIM	\$434.24
281969	02/06/2017	IHRIG, FELICIA	\$20.00
281970	02/06/2017	JCG TECHNOLOGIES	\$534.36
281971	02/06/2017	KAESER AND BLAIR INC	\$2,075.54
281972	02/06/2017	KINO FLOORS & INTERIORS LLC	\$795.00
281973	02/06/2017	LAW OFFICE OF JONATHAN L	\$6,955.00
281974	02/06/2017	Law Offices of David W. Bell	\$3,122.00
281975	02/06/2017	MATLOCK GAS & EQUIPMENT	\$1,226.07
281976	02/06/2017	MCKESSON MEDICAL SURGICAL INC	\$300.66
281977	02/06/2017	MCSPADDEN FORD INC	\$62,456.30
281978	02/06/2017	MULTITECH	\$45.00
281979	02/06/2017	OASIS PRINTING	\$48.78
281980	02/06/2017	PAYSON WATER DEPT	\$628.50
281981	02/06/2017	PENNELL, YODONA, M	\$447.17
281982	02/06/2017	PIONEER TITLE AGENCY	\$1,485.00
281983	02/06/2017	PITNEY BOWES PURCHASE POWER	\$78.95
281984	02/06/2017	PRATER, NOREEN, A	\$150.00
281985	02/06/2017	REDBURN TIRE COMPANY	\$4,266.65
281986	02/06/2017	RICOH USA INC	\$66.45
281987	02/06/2017	RIGHT AWAY DISPOSAL	\$200.00
281988	02/06/2017	ROCKS BY NATURE	\$30.00
281989	02/06/2017	ROGERS, BRIAN	\$81.02
281990	02/06/2017	SALT RIVER PROJECT	\$928.48
281991	02/06/2017	SHRED IT USA LLC	\$126.43
281992	02/06/2017	SIENNA COUNSELING AND	\$1,605.00
281993	02/06/2017	SOUTHERN ICE EQUIP.	\$1,119.61
281994	02/06/2017	SOUTHWEST DIAGNOSTIC IMAGING	\$47.09
281995	02/06/2017	SOUTHWEST GAS	\$5,595.62
281996	02/06/2017	SUDDENLINK COMMUNICATIONS	\$1,995.23
281997	02/06/2017	TOWN OF PAYSON	\$23,250.00
281998	02/06/2017	UNIFIRST CORPORATION	\$406.28
281999	02/06/2017	UNITED RENTALS INC	\$874.47

282000	02/06/2017	US POSTAL SERVICE POSTAGE BY	\$2,647.00
282001	02/06/2017	US POSTAL SERVICE POSTAGE BY	\$1,873.00
282002	02/06/2017	VERIZON WIRELESS	\$1,280.92
282003	02/06/2017	WEST PAYMENT CENTER	\$2,859.47
282004	02/06/2017	WESTERN REPROGRAPHICS LLC	\$2,560.14
282005	02/06/2017	WHITE, COLTEN, P	\$141.74
282006	02/06/2017	WOODSON ENGINEERING AND	\$4,883.20
282007	02/06/2017	YEOMAN, EMMA	\$150.00
282008	02/06/2017	ADVANCED VISION CENTER	\$21.02
282009	02/06/2017	ARIZONA BALANCE & HEARING	\$240.11
282010	02/06/2017	AZ NEUROLOGICAL ASSOCIATES	\$58.02
282011	02/06/2017	Banner Health	\$97.48
282012	02/06/2017	Emergency Physicians Southwest, PC	\$541.00
282013	02/06/2017	Hollowy, Jenna	\$2,102.67
282014	02/06/2017	Lopez, Ashlette	\$124.30
282015	02/06/2017	Mayo Clinic	\$435.41
282016	02/06/2017	POST ACUTE PHYSICIANS OF AZ	\$40.63
282017	02/06/2017	RURAL METRO CORPORATION	\$47.49
282018	02/06/2017	RURAL METRO CORPORATION	\$1,603.56
282019	02/06/2017	SCOTTSDALE HEALTHCARE	\$111.15
282020	02/10/2017	AMERICAN FAMILY LIFE	\$5,169.25
282021	02/10/2017	ARIZONA DEPARTMENT OF	\$80.00
282022	02/10/2017	ARIZONA LOCAL GOVT EMPLOYEE	\$211,095.59
282023	02/10/2017	ARIZONA STATE RETIREMENT	\$140,302.00
282024	02/10/2017	AZCOPS	\$30.00
282025	02/10/2017	COLONIAL SUPPLEMENTAL	\$5,762.81
282026	02/10/2017	CORRECTIONS OFFICER	\$28,237.26
282027	02/10/2017	DELTA MANAGEMENT ASSOCIATES	\$141.84
282028	02/10/2017	ELECTED OFFICIALS DEFINED	\$18.72
282029	02/10/2017	ELECTED OFFICIALS RETIREMENT	\$10,315.87
282030	02/10/2017	EORP LEGACY	\$1,543.45
282031	02/10/2017	FRATERNAL ORDER OF POLICE	\$131.20
282032	02/10/2017	GILSBAR FSA	\$602.50
282033	02/10/2017	GILSBAR HSA	\$1,943.25
282034	02/10/2017	JP MORGAN CHASE DOR	\$24,176.29
282035	02/10/2017	JP MORGAN CHASE FEDERAL TAX	\$75,049.76
282036	02/10/2017	JP MORGAN CHASE FICA EE	\$52,383.79
282037	02/10/2017	JP MORGAN CHASE FICA ER	\$52,383.79
282038	02/10/2017	JP MORGAN CHASE MEDICARE EE	\$12,327.46
282039	02/10/2017	JP MORGAN CHASE MEDICARE ER	\$12,327.46
282040	02/10/2017	METLIFE	\$240.00
282041	02/10/2017	MIDLAND FUNDING LLC C/O	\$243.87
282042	02/10/2017	MODERN WOODMEN OF AMERICA	\$33.55
282043	02/10/2017	NATIONWIDE RETIREMENT	\$4,386.50

282044	02/10/2017	NATIONWIDE TRUST Co FBO NRS	\$1,047.85
282045	02/10/2017	NORTHERN ARIZONA LAW	\$225.00
282046	02/10/2017	PUBLIC SAFETY PERSONNEL	\$48,631.76
282047	02/10/2017	SECURITY BENEFIT GROUP	\$1,200.00
282048	02/10/2017	SUPPORT PAYMENT	\$2,670.45
282049	02/10/2017	US DEPARTMENT OF EDUCATION	\$141.06
282050	02/10/2017	WADDELL & REED	\$892.50
282052	02/09/2017	BELL FORD	\$2,653.73
Type Check Totals:			<hr/> \$960,373.60

Payment Register

From Payment Date: 2/6/2017 - To Payment Date: 2/12/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount
JP Morgan AP - JP Morgan Accounts Payable								
<u>Check</u>								
281958	02/06/2017	Voided	Other Void	02/16/2017	Accounts Payable	GLOBE PUBLIC LIBRARY	\$1,167.48	
282051	02/09/2017	Voided	Ach Direct Deposit	02/09/2017	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$561,171.58	
Type Check Totals:							<hr/>	
							2 Transactions	
JP Morgan AP - JP Morgan Accounts Payable Totals							\$562,339.06	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Voided	2	\$562,339.06	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	2	\$562,339.06	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Voided	2	\$562,339.06	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	2	\$562,339.06	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Voided	2	\$562,339.06	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	2	\$562,339.06	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Voided	2	\$562,339.06	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	2	\$562,339.06	\$0.00

Difference

Payment Register

From Payment Date: 1/30/2017 - To Payment Date: 2/5/2017

Number	Date	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable			
<u>Check</u>			
281809	01/30/2017	ADT SECURITY SERVICES	\$266.88
281810	01/30/2017	AFFILION OF COBRE VALLEY PLL	\$332.05
281811	01/30/2017	AIR EVAC SERVICES	\$2,191.20
281812	01/30/2017	ALLIANT GAS LLC	\$1,438.91
281813	01/30/2017	ALTERNATIVE EQUITIES LLC	\$700.00
281814	01/30/2017	AMAZON.COM LLC	\$1,820.57
281815	01/30/2017	ANDRADE, ZACKERY	\$100.00
281816	01/30/2017	ARIZONA ASSOCIATION OF COUNTY	\$200.00
281817	01/30/2017	ARIZONA BEHAVIORAL HEALTH	\$400.00
281818	01/30/2017	ARIZONA JUSTICE OF THE PEACE	\$100.00
281819	01/30/2017	ARIZONA PUBLIC SERVICE	\$575.00
281820	01/30/2017	ARIZONA PUBLIC SERVICE	\$43,196.27
281821	01/30/2017	ARIZONA SUPREME COURT AOC	\$9.00
281822	01/30/2017	ARIZONA WATER COMPANY	\$250.66
281823	01/30/2017	AT&T	\$45.64
281824	01/30/2017	AXIS FORENSIC TOXICOLOGY INC	\$750.00
281825	01/30/2017	BEAUCHAMP, BRADLEY, D	\$990.84
281826	01/30/2017	BERNAYS, MICHAEL B	\$7,673.00
281827	01/30/2017	BILTMORE PSYCHIATRIC GROUP,	\$500.00
281828	01/30/2017	BOYER, JAY, W	\$32.50
281829	01/30/2017	BURK, STEVEN, E	\$5,832.34
281830	01/30/2017	BYRUM, SUSAN	\$1,200.00
281831	01/30/2017	CABLE ONE	\$407.58
281832	01/30/2017	CANYON STATE OIL	\$12,269.91
281833	01/30/2017	CENTURYLINK	\$789.47
281834	01/30/2017	CINTAS FIRST AID & SAFETY	\$31.91
281835	01/30/2017	COBRE VALLEY REGIONAL MEDICAL	\$1,637.96
281836	01/30/2017	CREDIT CARD REVOLVING FUND	\$48,975.07
281837	01/30/2017	DALMOLIN CHIROPRACTIC CARE	\$85.00
281838	01/30/2017	DEASE, IONA	\$810.00
281839	01/30/2017	DEBRIGIDA LAW OFFICES PLLC	\$6,880.00
281840	01/30/2017	DIAMOND PHARMACY SERVICES	\$6,450.37
281841	01/30/2017	DUKE DEVELOPMENT AND	\$399.00
281842	01/30/2017	DUTCHAIRE LLC	\$3,000.00
281843	01/30/2017	EARTH MOVER TIRE SALES INC	\$1,327.32
281844	01/30/2017	FABOK, GLINDA, S	\$375.10

281845	01/30/2017	FEDEX	\$15.83
281846	01/30/2017	FREEPORT MCMORAN MIAMI INC	\$1.00
281847	01/30/2017	GHA TECHNOLOGIES	\$1,068.71
281848	01/30/2017	GLASS MASTERS INC	\$1,315.00
281849	01/30/2017	GLAXOSMITHKLINE	\$2,705.66
281850	01/30/2017	GRICE, ROSE MARY	\$202.62
281851	01/30/2017	GRICE, SHERRY, L	\$91.80
281852	01/30/2017	GRIEGO, BRITTANY	\$100.00
281853	01/30/2017	HAYDEN WINKELMAN LITTLE	\$400.00
281854	01/30/2017	HEALTHCARE MEDICAL WASTE	\$241.08
281855	01/30/2017	HORIZON HUMAN SERVICES	\$315.00
281856	01/30/2017	IRISH, GERALD	\$17.50
281857	01/30/2017	JANI SERV INC	\$7,388.38
281858	01/30/2017	JENNINGS, BRIAN, G	\$100.00
281859	01/30/2017	JOHNSON , JACE	\$32.61
281860	01/30/2017	KONICA MINOLTA BUSINESS	\$541.40
281861	01/30/2017	KS STATEBANK	\$1,124.52
281862	01/30/2017	LABORATORY CORPORATION OF	\$1,416.00
281863	01/30/2017	LAVIN, FRED, L	\$183.00
281864	01/30/2017	MARC S WALTER, PHD. DBA	\$1,125.00
281865	01/30/2017	MATA, ADRIAN, L	\$100.00
281866	01/30/2017	MATLOCK GAS & EQUIPMENT	\$1,087.54
281867	01/30/2017	MCCREARY GROUP	\$645.00
281868	01/30/2017	MEDICAL DIAGNOSTIC IMAGING	\$220.34
281869	01/30/2017	MERCK SHARP & DOHME CORP	\$3,709.02
281870	01/30/2017	NAN MCKAY AND ASSOCIATES INC	\$1,692.50
281871	01/30/2017	NORMENT SECURITY GROUP INC	\$1,030.19
281872	01/30/2017	OASIS PRINTING	\$115.23
281873	01/30/2017	OFFICE DEPOT	\$430.47
281874	01/30/2017	ORTIZ, ANNA, C	\$8,375.00
281875	01/30/2017	PAYSON UNIFIED SCHOOL DISTRICT	\$500.00
281876	01/30/2017	PAYSON WATER DEPT	\$425.99
281877	01/30/2017	PUEBLO MECHANICAL AND	\$3,484.38
281878	01/30/2017	PYRAMID DEVELOPMENT	\$19.64
281879	01/30/2017	RIGGS, KELLY, L	\$352.92
281880	01/30/2017	RIM COUNTRY REGIONAL CHAMBER	\$120.00
281881	01/30/2017	RIPPLE, DENICE	\$821.50
281882	01/30/2017	SAN CARLOS APACHE MOCCASIN	\$44.25
281883	01/30/2017	SANDERS, STEVE	\$25.00
281884	01/30/2017	SANOFI PASTEUR INC	\$1,303.44
281885	01/30/2017	SHELL, STEVEN, W	\$400.00
281886	01/30/2017	SOUTHLAND MEDICAL LLC	\$197.36
281887	01/30/2017	SOUTHWEST GAS	\$155.00
281888	01/30/2017	SOUTHWEST GAS	\$1,233.09

281889	01/30/2017	SPARKLETTS	\$916.75
281890	01/30/2017	SPOK INC	\$15.38
281891	01/30/2017	STAMPER, BRENT , A	\$250.00
281893	01/30/2017	STAR VALE LEISURE LIVING INC	\$864.00
281894	01/30/2017	SUDDENLINK COMMUNICATIONS	\$1,915.09
281895	01/30/2017	SUPERIOR ENVIRONMENTAL	\$2,000.00
281896	01/30/2017	SWISS VILLAGE SELF STORAGE	\$133.00
281897	01/30/2017	TANNER, CAROL	\$307.86
281898	01/30/2017	TDS TELECOMM	\$123.51
281899	01/30/2017	THE NELROD COMPANY	\$1,872.00
281900	01/30/2017	TONTO BASIN CHAMBER OF	\$25.00
281901	01/30/2017	TOUGHRUGGEDLAPTOPS.COM	\$2,911.08
281902	01/30/2017	TURNERY, CHARLES, R	\$157.51
281903	01/30/2017	TWO STAR INVESTMENTS LLC	\$225.00
281904	01/30/2017	TYCO INTEGRATED SECURITY	\$31.63
281905	01/30/2017	UNIVERSAL POLICE SUPPLY CO	\$886.47
281906	01/30/2017	URSIN-ZACHARY, DEEADRA	\$18.19
281907	01/30/2017	WEST PAYMENT CENTER	\$601.46
281908	01/30/2017	YAVAPAI COUNTY	\$42,850.00
281909	01/30/2017	Copper Hills Veterinary Services	\$59.40
281910	01/30/2017	GRAND CANYON CHAPTER I.C.C..	\$18.00
281911	01/30/2017	La Joya Investigations	\$100.50
281912	01/31/2017	JP MORGAN CHASE DOR	\$17.69
281913	01/31/2017	JP MORGAN CHASE FEDERAL TAX	\$156.73
281914	01/31/2017	JP MORGAN CHASE FICA EE	\$105.66
281915	01/31/2017	JP MORGAN CHASE FICA ER	\$105.66
281916	01/31/2017	JP MORGAN CHASE MEDICARE EE	\$24.72
281917	01/31/2017	JP MORGAN CHASE MEDICARE ER	\$24.72
281918	01/31/2017	N-PROCESS COUNSELING AND	\$3,000.00
Type Check Totals:			\$256,633.53

Payment Register

From Payment Date: 1/30/2017 - To Payment Date: 2/5/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount
JP Morgan AP - JP Morgan Accounts Payable								
<u>Check</u>								
281892	01/30/2017	Voided/Reissued	LOST	02/14/2017	Accounts Payable	STANDIFIRD, BARRY	\$9,582.05	
Type Check Totals:							1 Transactions	\$9,582.05
JP Morgan AP - JP Morgan Accounts Payable Totals								

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Voided	1	\$9,582.05	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$9,582.05	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Voided	1	\$9,582.05	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$9,582.05	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Voided	1	\$9,582.05	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$9,582.05	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Voided	1	\$9,582.05	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$9,582.05	\$0.00

Difference

Payment Register

From Payment Date: 1/23/2017 - To Payment Date: 1/29/2017

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
<u>Check</u>				
281683	01/23/2017	Accounts Payable	ARIZONA CONSTABLES	\$255.00
281684	01/23/2017	Accounts Payable	ARIZONA COUNTIES INSURANCE	\$45.00
281685	01/23/2017	Accounts Payable	ARIZONA DEPARTMENT OF	\$678.32
281686	01/23/2017	Accounts Payable	ARIZONA DEPARTMENT OF HEALTH	\$1,405.00
281688	01/23/2017	Accounts Payable	ARIZONA LOCAL GOVERNMENT	\$327.00
281689	01/23/2017	Accounts Payable	ARIZONA ONSITE WASTEWATER	\$150.00
281690	01/23/2017	Accounts Payable	ARIZONA POLICE PSYCHOLOGY	\$900.00
281691	01/23/2017	Accounts Payable	ARIZONA PUBLIC SERVICE	\$3,628.82
281692	01/23/2017	Accounts Payable	ARIZONA SILVER BELT	\$77.00
281693	01/23/2017	Accounts Payable	ARIZONA STATE TREASURER	\$117,767.00
281694	01/23/2017	Accounts Payable	ARIZONA SUPREME COURT	\$4,350.00
281695	01/23/2017	Accounts Payable	ARIZONA WATER COMPANY	\$63.97
281696	01/23/2017	Accounts Payable	ATWELL LLC	\$1,626.30
281697	01/23/2017	Accounts Payable	BLACKSTONE SECURITY SERVICE	\$11,717.94
281698	01/23/2017	Accounts Payable	BOB BARKER COMPANY INC	\$58.51
281699	01/23/2017	Accounts Payable	BOSE PUBLIC AFFAIRS GROUP	\$2,702.00
281700	01/23/2017	Accounts Payable	BULMAN FAMILY FUNERAL HOMES	\$550.00
281701	01/23/2017	Accounts Payable	BYRUM, SUSAN	\$975.00
281702	01/23/2017	Accounts Payable	CABLE ONE	\$325.20
281703	01/23/2017	Accounts Payable	CANYON STATE OIL	\$24,914.47
281704	01/23/2017	Accounts Payable	CAROLINA SOFTWARE	\$300.00
281705	01/23/2017	Accounts Payable	CENGAGE LEARNING INC	\$163.02
281706	01/23/2017	Accounts Payable	CENTER FOR DISEASE DETECTION	\$77.76
281707	01/23/2017	Accounts Payable	CENTURYLINK	\$2,826.10
281708	01/23/2017	Accounts Payable	CERTIFIED BICYCLE	\$1,100.25
281709	01/23/2017	Accounts Payable	CHARLES, KASANDRA	\$100.00
281710	01/23/2017	Accounts Payable	COMMITTEE FOR CHILDREN	\$3,438.00
281711	01/23/2017	Accounts Payable	COPPER STATE SANITATION	\$528.30
281712	01/23/2017	Accounts Payable	Corona Signs LLC	\$825.75
281713	01/23/2017	Accounts Payable	CREDIT CARD REVOLVING FUND	\$16,735.82
281714	01/23/2017	Accounts Payable	DELL MARKETING LP	\$3,182.37
281715	01/23/2017	Accounts Payable	DELL MARKETING LP	\$8,899.41
281716	01/23/2017	Accounts Payable	DIGITAL IMAGING SYSTEMS	\$101.95
281717	01/23/2017	Accounts Payable	EARTH MOVER TIRE SALES INC	\$723.67
281718	01/23/2017	Accounts Payable	EARTHQUEST PLUMBING INC	\$150.00
281719	01/23/2017	Accounts Payable	EMPIRE CAT	\$190.22

281720	01/23/2017	Accounts Payable	FABOK, GLINDA, S	\$651.40
281721	01/23/2017	Accounts Payable	FOREST VIEW INC. DBA POSTNET	\$16.31
281722	01/23/2017	Accounts Payable	GILA COUNTY TREASURER	\$4,009.22
281723	01/23/2017	Accounts Payable	GLOBE FENCE COMPANY	\$14,500.00
281724	01/23/2017	Accounts Payable	HAYES ENTERPRISES	\$3,797.92
281725	01/23/2017	Accounts Payable	HILLYARD PHOENIX	\$160.18
281726	01/23/2017	Accounts Payable	HOLLAND, AUDREY	\$200.00
281727	01/23/2017	Accounts Payable	HOLMES, MARGARET	\$105.00
281728	01/23/2017	Accounts Payable	INTERSTATE ELECTRONICS	\$365.00
281729	01/23/2017	Accounts Payable	IRON MOUNTAIN Inc	\$606.75
281730	01/23/2017	Accounts Payable	KENZ AND LESLIE OF ARIZONA INC	\$13.66
281731	01/23/2017	Accounts Payable	KONICA MINOLTA BUSINESS	\$2,776.95
281732	01/23/2017	Accounts Payable	LAMONT MORTUARY OF GLOBE	\$2,140.00
281733	01/23/2017	Accounts Payable	LANGUAGE LINE SERVICES, INC.	\$181.74
281734	01/23/2017	Accounts Payable	LBISAT LLC	\$144.00
281735	01/23/2017	Accounts Payable	LexisNexis Risk Solutions	\$56.36
281736	01/23/2017	Accounts Payable	LIFETIME MEDICAL SUPPLY	\$128.75
281737	01/23/2017	Accounts Payable	LSH LIGHTS	\$11,764.50
281738	01/23/2017	Accounts Payable	MESSINGER PAYSON FUNERAL	\$590.00
281739	01/23/2017	Accounts Payable	MOUNTAIN RETREAT BUILDERS LLC	\$7,500.00
281740	01/23/2017	Accounts Payable	NETWORK SERVICES SOLUTIONS,	\$2,194.79
281741	01/23/2017	Accounts Payable	NORCHEM DRUG TESTING	\$2,351.30
281742	01/23/2017	Accounts Payable	OFFICE DEPOT	\$5,278.68
281743	01/23/2017	Accounts Payable	PAYSON CONCRETE AND MATERIAL	\$354.56
281744	01/23/2017	Accounts Payable	PINAL MOUNTAIN FOUNDATION FOR	\$1,000.00
281745	01/23/2017	Accounts Payable	PINE STRAWBERRY WATER IMP DIS	\$45.48
281746	01/23/2017	Accounts Payable	PINNACLE PREVENTION CORP	\$24,500.00
281747	01/23/2017	Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL	\$458.52
281748	01/23/2017	Accounts Payable	PONDEROSA MEDICAL WASTE	\$150.00
281749	01/23/2017	Accounts Payable	PUEBLO MECHANICAL AND	\$218.90
281750	01/23/2017	Accounts Payable	QUALITY PUMPING LLC	\$179.64
281751	01/23/2017	Accounts Payable	RIPPLE, DENICE	\$958.70
281752	01/23/2017	Accounts Payable	SAMARITAN VETERINARY	\$60.00
281754	01/23/2017	Accounts Payable	SERVICE PLUS INC	\$608.00
281755	01/23/2017	Accounts Payable	SIENNA COUNSELING AND	\$1,720.00
281756	01/23/2017	Accounts Payable	SMITH, CASSIDY	\$100.00
281757	01/23/2017	Accounts Payable	STANLEY CONVERGENT SECURITY	\$13,447.23
281758	01/23/2017	Accounts Payable	TDS TELECOMM	\$219.91
281759	01/23/2017	Accounts Payable	THYSSENKRUPP ELEVATOR	\$669.41
281760	01/23/2017	Accounts Payable	TRANSUNION RISK AND	\$12.75
281761	01/23/2017	Accounts Payable	UNIVERSITY OF ARIZONA -	\$17,500.00
281762	01/23/2017	Accounts Payable	VERIZON WIRELESS	\$17,544.65
281763	01/23/2017	Accounts Payable	WEST PAYMENT CENTER	\$2,638.03
281764	01/23/2017	Accounts Payable	WESTERN REPROGRAPHICS LLC	\$1,553.54

281765	01/23/2017	Accounts Payable	WEXFORD HEALTH SOURCES	\$2,985.75
281766	01/23/2017	Accounts Payable	WHITE MOUNTAIN PUBLISHING LLC	\$975.25
281767	01/23/2017	Accounts Payable	WIST OFFICE PRODUCTS COMPANY	\$3,295.70
281768	01/23/2017	Accounts Payable	WOODSON ENGINEERING AND	\$7,153.35
281769	01/23/2017	Accounts Payable	YORK, BREENA, L	\$3,010.00
281770	01/23/2017	Accounts Payable	GILSBAR HSA	\$43.75
281771	01/23/2017	Accounts Payable	JP MORGAN CHASE DOR	\$4.28
281772	01/23/2017	Accounts Payable	JP MORGAN CHASE FICA EE	\$9.83
281773	01/23/2017	Accounts Payable	JP MORGAN CHASE FICA ER	\$9.83
281774	01/23/2017	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$2.30
281775	01/23/2017	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$2.30
281777	01/27/2017	Accounts Payable	AMERICAN FAMILY LIFE	\$5,086.93
281778	01/27/2017	Accounts Payable	ARIZONA DEPARTMENT OF	\$80.00
281779	01/27/2017	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$209,910.62
281780	01/27/2017	Accounts Payable	ARIZONA STATE RETIREMENT	\$141,201.45
281781	01/27/2017	Accounts Payable	AZCOPS	\$30.00
281782	01/27/2017	Accounts Payable	COLONIAL SUPPLEMENTAL	\$5,775.05
281783	01/27/2017	Accounts Payable	CORRECTIONS OFFICER	\$30,007.71
281784	01/27/2017	Accounts Payable	DELTA MANAGEMENT ASSOCIATES	\$141.84
281785	01/27/2017	Accounts Payable	ELECTED OFFICIALS DEFINED	\$18.72
281786	01/27/2017	Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$10,315.87
281787	01/27/2017	Accounts Payable	EORP LEGACY	\$1,543.45
281788	01/27/2017	Accounts Payable	FRATERNAL ORDER OF POLICE	\$131.20
281789	01/27/2017	Accounts Payable	GILSBAR FSA	\$602.50
281790	01/27/2017	Accounts Payable	GILSBAR HSA	\$1,996.16
281791	01/27/2017	Accounts Payable	JP MORGAN CHASE DOR	\$24,523.01
281792	01/27/2017	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$76,414.75
281793	01/27/2017	Accounts Payable	JP MORGAN CHASE FICA EE	\$53,207.97
281794	01/27/2017	Accounts Payable	JP MORGAN CHASE FICA ER	\$53,207.97
281795	01/27/2017	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$12,506.42
281796	01/27/2017	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$12,506.42
281797	01/27/2017	Accounts Payable	METLIFE	\$240.00
281798	01/27/2017	Accounts Payable	MIDLAND FUNDING LLC C/O	\$243.87
281799	01/27/2017	Accounts Payable	MODERN WOODMEN OF AMERICA	\$33.55
281800	01/27/2017	Accounts Payable	NATIONWIDE RETIREMENT	\$4,411.50
281801	01/27/2017	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$1,047.85
281802	01/27/2017	Accounts Payable	NORTHERN ARIZONA LAW	\$225.00
281803	01/27/2017	Accounts Payable	PUBLIC SAFETY PERSONNEL	\$48,895.34
281804	01/27/2017	Accounts Payable	SECURITY BENEFIT GROUP	\$1,200.00
281805	01/27/2017	Accounts Payable	SUPPORT PAYMENT	\$2,670.45
281807	01/27/2017	Accounts Payable	US DEPARTMENT OF EDUCATION	\$141.06
281808	01/27/2017	Accounts Payable	WADDELL & REED	\$892.50

Type Check Totals:	122 Transactions	\$1,072,032.48
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JP Morgan AP - JP Morgan Accounts Payable Totals

Payment Register

From Payment Date: 1/23/2017 - To Payment Date: 1/29/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount
JP Morgan AP - JP Morgan Accounts Payable								
<u>Check</u>								
281687	01/23/2017	Voided	Paid Twice	01/23/2017	Accounts Payable	ARIZONA DEPARTMENT OF	\$69.60	
281753	01/23/2017	Voided	Other Void	01/23/2017	Accounts Payable	SANOFI PASTEUR INC	\$781.62	
281776	01/26/2017	Voided	Ach Direct Deposit	01/26/2017	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$560,001.08	
281806	01/27/2017	Voided	Other Void	02/07/2017	Accounts Payable	THUNDERBIRD COLLECTION SPEC	\$202.59	
Type Check Totals:						4 Transactions	\$561,054.89	
JP Morgan AP - JP Morgan Accounts Payable Totals								

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Voided	4	\$561,054.89	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	4	\$561,054.89	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Voided	4	\$561,054.89	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	4	\$561,054.89	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Voided	4	\$561,054.89	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	4	\$561,054.89	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Voided	4	\$561,054.89	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	4	\$561,054.89	\$0.00

Difference

ARF-4211

Consent Agenda Item 5. I.

Regular BOS Meeting

Meeting Date: 03/07/2017

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 01-27-17, and 02-03-17

Submitted For: James Menlove, Finance Director

Submitted By: Betty Hurst, Contracts Administrator

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 01-27-17, and 02-03-17.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of January 23, 2017, through January 27, 2017; and January 30, 2017, through February 3, 2017.

Attachments

Reports Under \$50,000 for County Manager

Amendment No. 1 to Service Agreement No. 081114-2

Service Agreement No. 122216 with Dennis L. Lopez & Associates, LLC

Service Agreement No. 091413-1 with Data Storage Centers

Service Agreement No. 052114 with Data Storage Centers

Service Agreement No. 100316-2 with Empire Truck & Trailer

Service Agreement No. 020417 with AAA Lock Services

Amendment No. 1 to Service Agreement No. 011116-2

Service Agreement No. 013117 with Roy Haught Excavating, Inc.

Service Agreement No. 020317-1 with Rodriguez Constructions, Inc.

Service Agreement No. 020317-2 with Rodriguez Constructions, Inc.

Service Agreement No. 013117 with MDC Electrical Contractor

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000*January 23, 2017 thru January 27, 2017*

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
081114-2 Earth Mover Tire Sales	Tire Repair-Labor-Landfill Equipment	\$ Amendment No. 1-\$500.00 new contract amount \$1,100.00	10-07-16 to 10-06-17	01-26-17	Option to renew	Amendment No. 2 will serve to increase the contract amount of \$500.00 to \$1,100.00. The County doesn't have the equipment to handle heavy equipment tires if they have to be changed out. This contract is being issued to have a P.O. in place for when the need arises.
122216 Dennis L. Lopez & Associates, LLC	Appraisal of Property in Globe, AZ	\$1,200.00	06-30-17	01-26-17	Expires	An appraisal of a property at 4709 S Russell Rd in the County near Globe. It was appraised before purchase in 2014 and we need to appraise it again because the project will not be built and we no longer require the property. Since the purchase, it was discovered that there is no working septic system. Some of the appliances are missing as well. A non-profit organization within the County is interested in using it as a half-way house or temporary housing. We have been attempting to obtain an appraisal since April 2016 without success.
091413-1 Data Storage Centers	Document Conversion Services	\$5,000.00	01-01-17 to 12-31-17	01-26-17	Option to Renew	Lin-Cum, Inc. closed its doors and a company was needed for archival storage and conversion. Data Storage Centers was recommended by Lin-Cum, Inc. All Lin-Cum, Inc. pricing is being honored for a 12 month period. Contractor will provide Document Conversion services for the Clerk of the Board.

January 30, 2017 thru February 3, 2017

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
052114 Data Storage Centers	Document Conversion Services	\$5,042.00	01-01-17 to 12-31-17	02-08-17	Option to Renew	Lin-Cum, Inc. closed its doors and a company was needed for archival storage. Data Storage Centers was recommended by Lin-Cum, Inc. All Lin-Cum, Inc. pricing is being honored for a 12 month period. Contractor will provide Document Conversion services for the Gila County Superior Court
100316-2 Empire Truck & Trailer	Trouble Shoot Engine C-100	\$1,453.91	02-28-17 to 06-30-17	02-08-17	Expires	Trouble shoot a check engine light, travel time and perform an ECM download. Remove and install an exhaust pipe. Trouble shoot air conditioner.
020417 AAA Lock Services	Replacing lock on Gun Lockers	\$578.76	02-08-17 to 02-28-17	02-08-17	Expires	Need Vendor with the capabilities and tools required to open cabinets and lockers that no longer have keys or are otherwise not operational. Provide replacement locks for gun lockers and install.
011116-2 Allied Fire Protection, Inc.	Amendment No. 1 to increase dollar amount of contract	Amendment No. 1- \$2,000.00 new contract amount \$4,292.11	03-16-16 03-15-17	02-08-17	Option to renew	Amendment No. 1 will serve to increase the contract amount by \$2000.00, to cover repairs to fire sprinkler systems as needed or found during inspection/service. Contractor to prepare annual inspections, service and repairs for all of Gila County properties with Fire Sprinkler Systems of varying types. Having one company that is capable of both inspection and repair is essential to the County.

January 30, 2017 thru February 3, 2017

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
013117-1 Roy Haught Excavating, Inc.	Equipment and Operator Rental	\$3,500.00	01-21-17 to 03-31-17	02-08-17	Option to renew	Dozer or blade work during storms may be overwhelming for Road Department, especially in Young area. Too far to take equipment in inclement weather.
020317-2 Rodriguez Constructions, Inc.	Weatherization Project HH#10763	\$10,950.00	02-08-17 to 06-30-17	02-08-17	Expires	The purpose of this Weatherization contract is, but not limited to, remove old furnace, replace with new furnace and new 14 seer A/C system, and tie into existing duct work, digital thermostat.
020317-1 Rodriguez Constructions, Inc.	Weatherization Project HH#10792	\$6,900.00	02-08-17 to 06-30-17	02-08-17	Expires	The purpose of this Weatherization contract is, but not limited to, remove old furnace, replace with new furnace and new 14 seer A/C system, and tie into existing duct work, digital thermostat.
013117 MDC Electrical Contractor	Rehabilitation Project HH#9956	\$3,000.00	02-08-17 to 06-30-17	02-08-17	Expires	The purpose of this Weatherization contract is, but not limited to, service HVAC unit, repair ductwork, patch holes, blown fiberglass, open attic, replace water heater.



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 081114-2

The following amendments are hereby incorporated into the agreement for the below project

CONSOLIDATED ROADS DEPARTMENT

TIRE, REPAIR AND LABOR

Effective October 07, 2014 Gila County and Earth Mover Tire Sales, Inc. entered into a contract whereby Earth Mover Tire Sales, Inc. agreed to provide Tire repair and Labor at the Consolidated Roads Department.

Service Agreement No. 081114-2 will expire on October 06, 2016. **Per Article 14-Term**, Gila County shall have the option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 1 to Service Agreement No. 081114-2, 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 October 07, 2016 to October 06, 2017.

Further, Amendment No. 1 to Service Agreement No. 081114-2 will serve to decrease the contract amount by Two Hundred and Fifteen dollars and 00/100's for a not to exceed contract amount of Five Hundred dollars and 00/100's (\$500.00) 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 October 07, 2016 to October 06, 2017 renewal period.

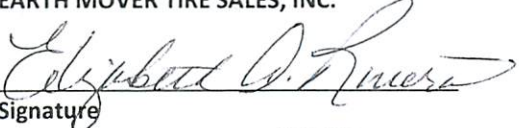
IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 30th day of November, 2016.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 11/30/16

EARTH MOVER TIRE SALES, INC.


Signature

Elizabeth A. Rivera
Print Name

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Tim Humphry, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Woody Cline, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

John Nelson, County Manager
Phone (928) 425-3231 Ext. 8761

James Menlove, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 122216
APPRAISAL OF PROPERTY IN GLOBE, AZ
ENGINEERING SERVICES DEPARTMENT

THIS AGREEMENT, made and entered into this 21st day of January, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Dennis L. Lopez & Associates, LLC, of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Engineering Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 122216** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 122216** 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 122216**, 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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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
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a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as 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 – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 7 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2017.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$1,200.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.


IN WITNESS WHEREOF, Service Agreement No. 122216 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

DENNIS L. LOPEZ & ASSOCIATES, LLC



John Nelson, County Manager

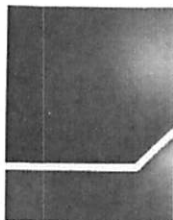


Signature

Date: 11/24/2

DENNIS L. LOPEZ

Print Name



DENNIS L. LOPEZ & ASSOCIATES, LLC
REAL ESTATE APPRAISERS AND CONSULTANTS

January 4, 2017

Ms. Betty Hurst
Contracts Administrator
Gila County Finance
1400 East Ash Street
Globe, Arizona

Re: One Appraisal of the Fee Simple Interest in a Single-family Residence
APN 207-07-053 (Globe)
5709 South Russell Road, Globe, Arizona

Dear Ms. Hurst:

This contract serves to confirm your order to have *Dennis L. Lopez & Associates, LLC*, prepare one appraisal of the fee simple interest in the property described above as of the effective of the appraisal (date of valuation) which will be the date of inspection. The intended use of the appraisal will be for asset management purposes. The intended user of the appraisal will be you, the client. The opinion of market value will be contained in one Appraisal Report at your request. The report will be signed by Dennis L. Lopez, MAI, SRA.

The report prepared pursuant to this contract will adhere to the Uniform Standards of Professional Appraisal Practice 2016-2017, the appraisal standards and requirements of the State Board of Appraisal, and the professional organization to which Mr. Lopez belongs, the Appraisal Institute. Attached to this letter you will find our Underlying Assumptions and Contingent Conditions and Certification.

In consideration for the completion and delivery of three copies of the report, and one PDF on CD, the fee will be **\$1,200**. We expect payment within 30 days of delivery of the appraisal report to you.

Dennis L. Lopez & Associates, LLC, will provide only the appraisal and report. The appraiser, Dennis L. Lopez, MAI, SRA, shall not be required to provide additional opinions or appraisals, give testimony or to participate in or attend any public or private meeting or hearing, in court or otherwise, with reference to the appraisal assignments without further compensation at a rate of \$250 per hour.

It is understood that:

- Only the Sales Comparison Approach will be utilized to estimate market value.
- The appraisal and report will be used by you in its entirety and no portion shall be used out of context.
- The appraisal and report will be subject to the attached Underlying Assumptions and Contingent Conditions and Certification.

Ms. Betty Hurst
January 4, 2017
Page 2

In order to begin preparation of the appraisal and report, we will need the following:

1. Signed contract
2. Contact for access into the property for the inspection

The assignment will be delivered to you within **30 days** after receipt of the items listed above.

We look forward to undertaking this assignment for you. If there are any questions, or any portion of this agreement does not conform to our understanding, please contact us at 480-838-7332.

Respectfully submitted,

Dennis L. Lopez & Associates, LLC



Dennis L. Lopez, MAI, SRA
Certified General Real Estate Appraiser - State of Arizona
Certificate No. 30189

ACKNOWLEDGMENT:

I hereby authorize *Dennis L. Lopez & Associates, LLC*, to prepare the above described assignment and I agree to all of the terms and conditions contained herein.



Name and Title

1/24/17

Date

Enc.

SW 1/4 SW 1/4 SECTION 22
TIN RISE

207-07
CODE 4060
CODE 4076
UPDATED 4-07-18

SEE MAP 206-04 5 of 6

S HOSPITAL
DRIVE

SEE MAP 207-06

FARMINGTON ACREAGE
Gila County Recorded
Plat 45

SEE MAP 207-01 3 of 5

ATTACHMENT "A" TO PROFESSIONAL SERVICES CONTRACT NO. 122216 PAGE 3 OF 4

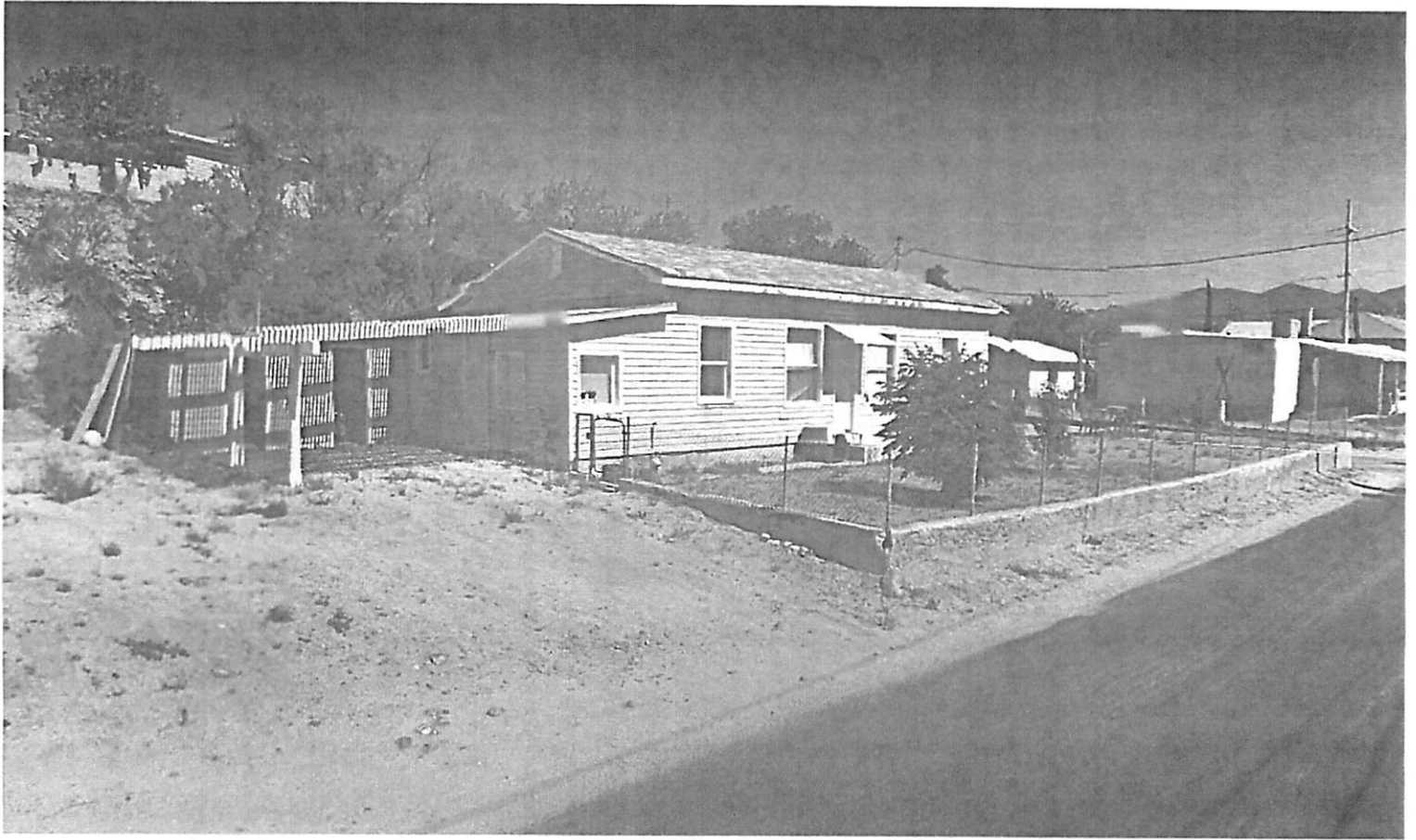
SEE MAP 206-07 3 of 3

SEE MAP 207-23 1 of 4

SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR





2223 East Magnolia Street Phoenix, AZ 85034 Office: 602 273-3045 Fax: 602 273-9117
Email: info@azdatastorage.com

SERVICES CONTRACT ARCHIVAL VAULT-STORAGE

Data Storage Centers, an Arizona Corporation with Federal Tax I.D. #86-0927020 (hereinafter referred to as (DSC), herein agrees to perform the services described in the paragraphs below.

This agreement is made between Data Storage Centers and Gila County Clerk of the Board covers both the Document Conversion and Archival Vault-Storage Contract No: 091413-1, herein referred to as "The Depositor". The terms, conditions, and pricing stated herein may be applied to the same or similar projects performed for other departments under this same agreement. However, any dissimilarities in content, sizes or procedures to be employed may require additional evaluation and/or altered pricing for those projects.

Terms and conditions of this agreement shall remain in effect for a period of twelve (12) months. This agreement shall automatically renew for additional twelve (12) months period unless either party sends written notice of termination no later than the date that is sixty (60) days prior to the termination. However, pricing is subject to change at the end of each twelve (12) month period.

Charges shown shall remain in effect for a twelve (12) month period. Unit pricing shown shall prevail regardless of volumes for each department serviced.

Archival Storage Facility Structure & Security:

- o 24X7X365 Operation
- o Solid Concrete Floor (8")
- o Steel reinforced 8", Back Filled Concrete Block Construction
- o Perimeter Locked; Controlled Access
- o Fully Alarmed, Separate Alarm Zoning
- o Interior Doors 12 Gauge Steel: 2 Hour Rated; 1200lb Self-Closing Locks
- o Ingress/Egress monitored 24X7X365
- o Temperature and Humidity Controlled per Regulatory Specifications
- o HVAC systems controlling all vaults are designed to maintain the following conditions:
 - *Temperature@50-75 Degrees Fahrenheit
 - *Humidity@20-40 %Relative Humidity

APPLICATIONS:

Archival storage of records media



PROPOSED PROCEDURES – OPTIONS:

Inventory media to be vault-stored

Package and store in 22 Gauge 12X24X6 Original Microfiche Container and/or in 22 Gauge 16X13X11 Original Roll Film Container; container load factor will not exceed 50 lbs.

ID and bar-code the containers and contents

Secure the containers with pre-numbered cable ties

Catalog and track all bar-coded carriers, descriptions and cable tie numbering The HVAC systems controlling archival vaults are designed to maintain the following conditions:

- o Temperature@50-75 Degrees Fahrenheit
- o Humidity@20-40 %Relative Humidity

UNIT PRICING:

Initial inventory, barcode and storage

Including container

Annual storage charge****

Pull Charge (Normal Business

Hours; 2 Hour Turnaround)

Return to storage

Copy and fax charge; per page

Scan, zip and email, including

- o Decryption sent in separate communication
- o Plus, applicable sales taxes, and shipping charges if required
- o Minimum invoiced; \$8.00

Microfiche

Roll film

CD-R

DVD

\$14.00

\$14.00

\$14.00

\$14.00

\$76.80/K

4.20 ea.

12.50 ea.

12.50

24.00

24.00

24.00

24.00

N/C

N/C

N/C

N/C

.50

.50

.50

.50

.25

.25

.25

.25Encryption*

TURNAROUND PROPOSED

Requests will be responded to within 2 hours within Metropolitan Phoenix, during normal business hours.

DATA PROTECTION/LIABILITY ASSUMPTION

The Parties agree that the maximum value of the record on deposit with DSC are as follows: \$10.00 per computer tape/cartridge stored in the vault (the "Agreed Upon Value"). Depositor waives and releases DSC from any liability for loss or damage in excess of that amount, to assume responsibility for any loss in excess of that amount and agrees to purchase insurance to cover any loss or damage to the records on deposit with DSC in excess of that amount.

Data Storage Centers cannot certify archival quality of disk-stored data, beyond that of the media manufacturers; (30-100 years). DSC suggests re-copying disk-recorded data every five (5) years or less, thereby "restarting the clock" for another such period. This ensures long-term preservation, until such time as archivability can be properly tested and assured industry-wide. *Arizona State Supreme Court approved procedural use of CD/OD for archiving their court files with periodic recopying procedures, or recopied during technology migration, whichever comes first.



TERMS

Quarterly invoices will be submitted for all storage and retrieval charges. Each invoice will bear the Contract Number or Purchase Order Number, and will itemize the charges for services provided during the period, for accounting purposes. Payment of the invoice is due within 30 days from the invoice date. This agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to DSC'S provided services. The client hereby affirms that this agreement is not entered into in reliance upon any representations at variance with the terms of this agreement as set forth herein. This agreement may be executed on behalf of DSC only by an authorized officer/representative of Data Storage Centers

Any attachments hereto are incorporated as though fully set forth herein, and become a part of this agreement.

IN WITNESS, WHEREOF, the parties hereby execute and approve this agreement as to form and content in its entirety:

Data Storage Centers ACCEPTANCE:

Depositor ACCEPTANCE:

By Phyllis Johnson

By gm

Title PRESIDENT

Title County Manager

Print Name John Nelson

Date 12/28/16

Date 1-17-17



DOCUMENT CONVERSION SERVICES CONTRACT

Superior Court Contract # 052114

Data Storage Centers., an Arizona Corporation (hereinafter referred to as "DSC"), located at 2223 East Magnolia Street in Phoenix, Arizona, herein agrees to perform the document services described in the paragraphs below.

This agreement is made between Data Storage Centers and Gila County Superior Court; 1400 E. Ash, Globe, Arizona 85501, herein referred to as "The Client". The terms and conditions, and pricing stated herein, may be applied to the same or similar projects performed for other departments or facilities of Gila County under this same agreement. However, any dissimilarities in document sizes or procedures to be employed may require additional evaluation and/or altered pricing for those projects.

Terms and conditions of this agreement shall remain in effect for a period of twelve (12) months. The agreement may be extended for additional twelve (12) month periods, or until terminated by either party by written notice of 60 days prior to such termination. However, pricing is subject to change at the end of each twelve (12) month period.

Charges shown shall remain in effect for a twelve (12) month period. Unit pricing shown shall prevail, regardless of volumes for each department serviced. Quantities used are based upon actual records we microfilmed during FY 2017-18. Indexing is based upon the fields agreed upon in the meetings held at the Gila County Superior Court Clerk's office, and the sample files CD-R with Alchemy Search software, that was provided.

1.APPLICATIONS:

Case files and Supplement
to be archival-microfilmed and
indexed by Case Class
\$790/mo. Vault storage

ANNUAL EST. VOLUME

See Section IV for breakdown

INDEX BY

Case Class,
Event Code,
Date

II. PROPOSED PROCEDURES-OPTIONS:

A. Microfilm to microfiche (previous procedure):

Pick up and prepare records for filming; documents are usually pre-prepared; staples removed, etc. Microfilm, archival-process and QC. Microfiche-jacket, title and index. Store original microfiche jackets in DSC vault, for offsite backup and disaster recovery.

B. Microfilm to Roll Film and scan to electronic format. Prepare for and provide advance notice of pickup/delivery trip. Pick up and prepare records for filming and scanning as required; documents are usually pre-prepared; staples removed, etc. Archival microfilm to roll film for archival purposes; digitize and index to CD-R, for admin. and research purposes, with one to two backup sets for disaster planning.

The records are microfilmed to roll film and archivally processed; boxed, titled and indexed. The images are then scanned to TIFF or PDF image format and QC verified. The records will be indexed by Classification, and Date or Number. All images will be verified by the scanning technician as properly aligned, clearly readable, with no streaks or smudges. For any document/page which is illegible or of such quality that correction requires replacement or alteration, to prevent alteration of the document, all attempts will be made to obtain a replacement copy of the page or document. If a better copy is not available, the illegible or poor quality document/page will be identified with a stamp ("Poor Quality Original"), in the upper right corner of the page/image.

The files will then be compiled and burned to a "master" CD-R for each year as requested, and a duplicate set will be produced for the office's research files. The "master" set is proposed vault-stored in the DSC vault, for backup and disaster recovery, or other equivalent facility of the Client's choosing. The backup CDs will be inventoried by production date, and scheduled for re-write every five (5) years, to perpetuate archivability (see A copy of the software for installing and/or reviewing the documents on the CD-R, will be provided on each CD-R at no additional charge.

At the time the records are picked up, in addition to a pickup transmittal being processed, DSC will have an authorized County representative sign a Certificate of Authenticity, (see attached copy) certifying that the records picked up are original documents or facsimiles thereof. When the document conversion is completed, the DSC technician signs the Certificate of Authenticity, and certification is so noted on the CD. A copy of this Certification will be provided to The Client. However, this certification is only valid for the records as they reside on the CD-R. Once the files are uploaded or moved to another storage medium, we can no longer vouch for the authenticity of THOSE files.

An Arizona DLAPR Certificate of Compliance shall also be completed by DSC, and submitted to The Client, for completion and forwarding to AZ DLAPR; (see attached example).

The original source document files shall be retained at DSC for up to 90 days, free, for the Client to verify and accept the CD-R files. At that time, at the discretion of The Client, the paper documents shall be shredded and certified-destroyed by DSC at the fee listed, or returned to The Client at the standard transport charge, or when the next pickup is scheduled at no charge.

DOCUMENT CONVERSION	UNIT	PRICING
Pickup and delivery, <u>maximum</u> per trip*		\$90.00
Set up, per application		NC
Document sort/preparation, <u>if required</u> ; per hour		\$16.25
Microfilming -letter/legal size		0.062
Microfilming -maps, drawings to 35mm microfilm; per sheet		1.10
Scanning - standard size; high quality, simplex, 200 dpi; per image		0.062
Scanning – maps, drawings, to standard formats; per sheet		1.10
OCR image scanning for full-search ability; per image (PDF format)		.02
Microfiche-jacketing, titling and indexing; per jacket		.98
Duplicate Microfiche		.30
Scanned images copied and processed to archival microfilm; per image		0.062
Microfiche jacket image scanning to electronic images		.084
Electronic indexing (6 fields per document)		.09
Compiling indexed files to CD-R; including retrieval software and labeling		\$30.00
Duplicating (incl. retrieval software); per CD		\$15.00
Shredding and AZ DLAPR certified destruction; per 1.2 cu ft. box		\$5.00

*Maximum to be charged, per trip; may be less, as trip charges are apportioned to all clients serviced on the same trip, which will be pursued.

IV. UNIT PRICING, EXTENDED TO ANNUAL ESTIMATED VOLUMES: (Quantities based on 2017 volumes +20% projected increase:

Description	Unit Price
Pickup and delivery; per trip	\$90.00
TBD images to be Microfilmed	\$0.062
TBD Jackets Indexed	\$0.98
Document Destruction per (Carton)	\$5.00

* Maximum trip charge; to be shared by other clients serviced on same trip. the volumes projected herein are based on 20%increases anticipated. Actual charges will be based on actual volumes processed and services performed. Applicable sales tax will be added to all invoices.

VAULT STORAGE is under a separate Agreement.

Unit prices shall prevail, if differences occur in estimated and actual quantities. Totals shown do not include applicable sales taxes.

V. TURNAROUND PROPOSED

Standard scheduled turnaround for microfilming averages 8 hours per 3,000 Images; for scanning averages 8 hours per 1,500 images. Therefore, the entire job could be done at one time, in approximately one week. Shorter turnarounds may be arranged as required. Access to records while in product on is available upon customer-authorized request, with copies faxed to the requestor as needed. Records are stored for up to 90 days after filming /scanning, (free), to allow time for media approval. Records are then returned or destroyed, at the Client's request.

VI. QUALITY ASSURANCE

All jobs are quality checked at each stage; prep., filming/scanning, processing, titling and indexing, duplicating, and final. Film chemicals and film are tested at the beginning of every job and each roll. Only deep bath, five-stage processing is used, to assure longevity of the film. Any workmanship or material discrepancies are re-filmed/scanned at no charge.

VII. DATA PROTECTION/LIABILITY ASSUMPTION

DSC, is Liability-insured for coverage amounts in compliance with the requirements of the State of Arizona agencies. All DSC employees are bonded by Employee Agreement against dissemination or disclosure of confidential information.

VIII. ARCHIVAL CERTIFICATION

Methylene Blue testing (residual thiosulphate) is done routinely to insure archival quality. This testing is in compliance with Federal Regulations 1230, Sec. 36, ANSI/N APM IT9.1-1992, and PH4.8-1985, (archival for >100 years' minimum). This periodic assurance testing is normal procedure for which there is no additional charge.

DSC cannot certify archival quality of optical/laser disk-stored data, beyond that of the media manufacturers, which vary from 30-100 years. DSC suggests re-copying laser disk recorded data every five (5) years or less, thereby "restarting the clock" for another such period. This will ensure long-term preservation, until such time as archivability can be properly tested and assured throughout the industry.

DSC participated in reviewing and inputting to the Arizona State Supreme Court standards and procedures, adopted in 1998;
http://www.supreme.state.az.us/cot/Standards/Standards_default.htm

DSC vault-stored electronic media are inventoried by production date, and scheduled for re-write every five (5) years, to perpetuate archivability.

X. TERMS

Monthly invoices will be submitted for work completed during that period. Each invoice will bear the Contract Number or Purchase Order Number, and will itemize the work that was performed, for accounting purposes. Payment of the invoice is due within 30 days from the invoice date, provided the work has been completed in a satisfactory manner, unless official notification has been provided by Gila County that the work as listed on the invoice has not been completed in a satisfactory manner.

This agreement will become effective on 1-7-17, and shall remain in force for a period of twelve (12) months. The agreement may be extended for up to twelve (12) months by mutual agreement of DSC and The Client. However, either party may terminate this Agreement by providing the other party at least thirty (60) days prior written notice. Either party may terminate this Agreement immediately in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

This agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to DSC document conversion services. The client hereby affirms that this agreement is not entered into in reliance upon any representations at variance with the terms of this agreement as set forth herein. This agreement may be executed on behalf of DSC only by an authorized officer/representative of Data Storage Centers.

Any attachments hereto are incorporated as though fully set forth herein, and become a part of this agreement.

IN WITNESS, WHEREOF, the parties hereby execute and approve this agreement as to form and content in its entirety:

Data Storage Centers ACCEPTANCE:

By Phyllis Johnson
Phyllis Johnson
Title: President

Date: 1-13-17

CLIENT ACCEPTANCE:

By John Nelson
Title: County Manager

Date: 1/24/17

ATTACHMENT "A"

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

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

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

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

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A) Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure 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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.S11

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. 100316-2

TROUBLE SHOOT ENGINE C-100

RECYCLE-LANDFILL DEPARTMENT

THIS AGREEMENT, made and entered into this 7th day of February, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Empire Truck & Trailer, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Recycle-Landfill Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 100316-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 100316-2** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 100316-2**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 7 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 - 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 9 - 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 10 - 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 11 – 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 12 – 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 13 – 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 14 – 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 15– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through April 30, 2017.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$1,453.91 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. 100316-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

for Jacques Sandus

John Nelson County Manager

Date: 2-7-17

EMPIRE TRUCK & TRAILER

Sam R. Ferrer

Signature

SAM R. FERRER

Print Name



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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

PAGE 1 OF 4

PROFORMA #	9999099
Client PO #	PROFORMA
Client #	0039225
Invoice Date	09-27-16
AGMT/PSO/WO #	9999099

ET&T - PHOENIX

SOLD TO

GILA COUNTY EQUIP PURCHASE
ATTN: ACCOUNTS PAYABLE
1400 E ASH STREET
GLOBE AZ

INITIAL SHIP TO

GLEN (STAR VALLEY)
928-951-3705

85501-1483

ORDER BY: ART EPPERSON

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	CT660S	0TEP01543		15429.0	T101060
QUANTITY	ITEM	NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

* * * PROFORMA INVOICE * * *

** THANK YOU FOR YOUR BUSINESS **
** IF YOU HAVE ANY QUESTIONS REGARDING **
** THIS INVOICE PLEASE CALL **
** SAM FERRERI AT 602-627-5726 **

** TO REGISTER YOUR ENGINE AND RECEIVE **
** SPECIAL OFFERS FROM CATERPILLAR **
** PLEASE VISIT **
** WWW.CATTRUCKENGINES.COM **

*

TRAVEL TO/FROM JOB SITE

CUSTOMER COMPLAINT:

SERVICE CALL.

REPAIR PROCESS COMMENTS:

TRAVEL TO AND FROM JOB SITE.

*

F/R LBR 600.00 *
SEGMENT 00 SEQNO 00 TOTAL 600.00 T

TROUBLE SHOOT ENGINE

CUSTOMER COMPLAINT:

CHECK ENGINE LIGHT ON.

*

PERFORMED A ECM DOWNLOAD/UPLOAD AND FOUND CODE SPN
157 FMI 2 FRP SIGNAL ERRATIC, INTERMITTENT, OR

TERMS: Machine sales payments are due Net 10; all others Net 30. Unless otherwise agreed in writing by a vice president of Empire Southwest, LLC ("Empire"), the purchase of goods (including, but not limited to, new and used equipment, attachments, parts and technology) or services from Empire will be governed solely by Empire's Terms and Conditions of Sales and Service (the "Sales and Service Terms"), which are available at www.empire-cat.com/salesandserviceterms, and the rental of equipment from Empire will be governed solely by Empire's Rental Terms and Conditions (the "Rental Terms"), which are available at www.empire-cat.com/rentalterms, or such other successor websites at which Empire posts its Sales and Service Terms and its Rental Terms (collectively, the "Terms") from time to time. A hard copy of the Terms is available upon written request to terms.conditions@empire-cat.com. Empire's Terms are hereby incorporated by reference into this document and all other documents related to your purchase of goods or services from Empire or the rental of equipment from Empire. By purchasing goods or services from Empire or renting equipment from Empire, you agree to be bound by Empire's Terms exactly as written.

PAY THIS AMOUNT	CONT'D
AMOUNT OF CREDIT	
PAST DUE AFTER: 10-27-16	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 29879
PHOENIX, AZ 85038-9879



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PAGE 2 OF 4

PROFORMA #	9999099
Client PO #	PROFORMA
Client #	0039225
Invoice Date	09-27-16
AGMT/PSO/WO #	9999099

ET&T - PHOENIX

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GILA COUNTY EQUIP PURCHASE
ATTN:ACCOUNTS PAYABLE
1400 E ASH STREET
GLOBE AZ

INITIAL SHIP TO

GLEN (STAR VALLEY)
928-951-3705

85501-1483

ORDER BY: ART EPPERSON

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	CT660S	OTEP01543		15429.0	T101060
QUANTITY	ITEM	*NON-RETURNABLE*	DESCRIPTION	UNIT PRICE	EXTENSION

* * * PROFORMA INVOICE * * *

INCORRECT. NOTE: LOOKED UP THE TROUBLE SHOOTING
TREE FOR CODE 157-2 AND IT IS NOT THERE. CHECKED
THE SNAP SHOOT AND FOUND THAT THE UNIT WAS AT
IDLE WHEN THE CODE WAS SET AND THE FRP (FUEL
RAIL PRESSURE) WAS 1300. MONITORED THE FUEL
PRESSURE AND STARTED THE ENGINE. THE DESIRED FRP
AT IDLE IS 1100 AND THE ACTUAL MATCHED. DATA
LOGGED AND TEST DROVE. DESIRED AND ACTUAL STILL
THE SAME. RAN AT IDLE, HIGH IDLE. AND LOADED,
STILL THE SAME. COULDN'T DUPLICATE AT THIS TIME.

*

F/R LBR 360.00 *
SEGMENT 10 SEQNO 10 TOTAL 360.00 T

PERFORM PRODUCT UPDATE ON PRODUCT UPDATE PROGRAM

UPDATE PRODUCTLINK PER CLIENT REQUEST.

*

REMOVED THE PASSENGER SIDE DASH PANEL TO INSPECT
THE PRODUCT SUPPORT LINK BECAUSE IT STOPPED
TRANSMITTING 3 DAY AGO. FOUND ANTENNA PLUGGED IN,
POWER LIGHT ON SOLID, POS LIGHT BLINKING, AND GSM
LIGHT ALSO BLINKING. UNIT NOT TRANSMITTING.
PERFORM UPDATE PER SERVICE LETTER.

*

1	505-1773	INSTL GP-FIE	N	542.64	542.64
TOTAL PARTS				SEG. 12	542.64 *
LESS 100%-PARTS					542.64 -*
				F/R LBR	300.00 *
LESS 100%-LABOR					300.00 -*

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PAY THIS AMOUNT	CONT'D
AMOUNT OF CREDIT	
PAST DUE AFTER: 10-27-16	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 29879
PHOENIX, AZ 85038-9879



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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

SOLD TO

GILA COUNTY EQUIP PURCHASE
ATTN: ACCOUNTS PAYABLE
1400 E ASH STREET
GLOBE AZ

85501-1483

INITIAL SHIP TO

GLEN (STAR VALLEY)
928-951-3705

PAGE 3 OF 4

PROFORMA #	9999099
Client PO #	PROFORMA
Client #	0039225
Invoice Date	09-27-16
AGMT/PSO/WO #	9999099

ET&T - PHOENIX

ORDER BY: ART EPPERSON

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH ID NUMBER
AA	CT660S	0TEP01543		15429.0	T101060
QUANTITY	ITEM	*NON-RETURNABLE*	DESCRIPTION	UNIT PRICE	EXTENSION

* * * PROFORMA INVOICE * * *

SEGMENT 12 SEQNO 12 TOTAL .00 T

REMOVE & INSTALL EXHAUST PIPE
ADJUSTABLE

REPLACE FLEX EXHAUST PIPE AT BACK OF CAB THAT IS
BROKEN.

*

REMOVED HEAT SHIELD ON STACK. REMOVED
EXHAUST PIPE. INSTALLED NEW PIPE, TORQUE CLAMPS TO
SPEC. INSTALLED HEAT SHIELD. RAN ENGINE CHECKED
FOR LEAKS NONE FOUND. RETURNED USED PIPE INTO
PARTS FOR WARRANTY.

*

1	451-6021	PIPE AS-INTM	N	911.48	911.48
TOTAL PARTS				SEG. 13	911.48 *
LESS 70%-PARTS					638.04 -*
				F/R LBR	96.00 *
LESS 70%-LABOR					67.20 -*
1.00		FREIGHT			21.32
TOTAL MISC CHGS				SEG. 13	21.32 *
SEGMENT 13 SEQNO 13 TOTAL					323.56 T

TROUBLE SHOOT AIR CONDITIONER

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PAY THIS AMOUNT	CONT'D
AMOUNT OF CREDIT	
PAST DUE AFTER: 10-27-16	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 29879
PHOENIX, AZ 85038-9879



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PROFORMA #	9999099
Client PO #	PROFORMA
Client #	0039225
Invoice Date	09-27-16
AGMT/PSO/WO #	9999099

ET&T - PHOENIX

SOLD TO

GILA COUNTY EQUIP PURCHASE
ATTN: ACCOUNTS PAYABLE
1400 E ASH STREET
GLOBE AZ

INITIAL SHIP TO

GLEN (STAR VALLEY)
928-951-3705

85501-1483

ORDER BY: ART EPPERSON

MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER
AA	CT660S	0TEP01543		15429.0	T101060
QUANTITY	ITEM	NON-RETURNABLE	DESCRIPTION	UNIT PRICE	EXTENSION

* * * PROFORMA INVOICE * * *

T/S A/C NOT BLOWING COLD.

*

CUSTOMER STATED THAT A/C WAS NOT WORKING. RAN UNIT
CHECKED A/C OPERATION ALL OK. IT WAS 80 DEGREES
OUT SIDE CENTER VENT WAS AT 50 DEGREES. TALKED TO
CUSTOMER AND HE STATED THAT A/C WOULD NOT BLOW
COLD WHILE DRIVING. TEST DROVE TRUCK A/C WORKING
FINE. COULD NOT FIND ANY PROBLEM WITH IT.

*

	F/R LBR	120.00 *
SEGMENT 14 SEQNO 14	TOTAL	120.00 T

SHOP SUPPLIES	25.00 T
---------------	---------

VOCATIONAL TRUCK STANDARD COVERED REPAIRS	1547.87
--	---------

STATE/COUNTY TAX	18.57 T
CITY/OTHER TAX	6.78 T

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PAY THIS AMOUNT	1453.91
AMOUNT OF CREDIT	
PAST DUE AFTER: 10-27-16	

Remit to: EMPIRE SOUTHWEST, LLC
PO BOX 29879
PHOENIX, AZ 85038-9879

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Timothy Humphrey, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Woody Cline, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

John Nelson, County Manager
Phone (928) 425-3231 Ext. 8761

James Menlove, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 020417

REPLACE LOCKS ON GUN LOCKERS

SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 16th day of February, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and AAA Lock Service, 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 **Sheriff's Office** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 020417** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 020417** 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 020417**, 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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 7 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12- 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 13 – 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 14 – 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 15- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through February 28, 2017.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$578.76 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. 020417 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

AAA LOCK SERVICE

John Nelson
For John Nelson., County Manager

Date: 2-10-17

Cathy Volner
Signature

Cathy Volner
Print Name

AAA LOCK SERVICE

660 WEST ASH STREET

GLOBE, AZ. 85501

928-425-5350



QUOTE FOR GILA CO. SHERIFF OFFICE

24 CAM LOCKS FOR GUN LOCKERS \$ 7.49 EACH

TOTAL \$ 179.76

PICKING OR DRILLING OUT OLD GUN LOCKERS

LABOR \$ 350.00

OPEN PAINTED CABINETS

ANY QUESTION PLEASE CALL FREE TO CALL

TOTAL

\$ 529.76

TAX

\$ 49.00

TOTAL COST FOR JOB

\$578.76

THANK YOU

CATHY VOLNER

AAA LOCK SERVICE



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 011116-2

The following amendments are hereby incorporated into the agreement for the below project

FIRE SPRINKLER INSPECTIONS, SERVICE AND REPAIR IN COUNTY BUILDINGS

FACILITIES MANAGEMENT

Effective March 16, 2016, Gila County and Allied Fire Protection, Inc. entered into a contract whereby Allied Fire Protection, Inc. agreed to provide Fire Sprinkler Inspections, Service and Repair in County Buildings.

Facilities Management would like to increase the original contract amount of Two Thousand, Two Hundred Ninety-Two dollars and 11/100's (\$2,292.11) by an additional Two Thousand dollars and 00/100's (\$2,000.00) to ensure that funds are available for Fire Sprinkler Inspections, Service and Repairs in County Buildings for the remainder of the March 16, 2016 to March 15, 2017 term of the contract.

Amendment No. 1 to Service Agreement No. 011116-2 will serve to increase the contract amount by an amount of Two Thousand dollars and 00/100's (\$2,000.00).

Consequently, the contract is amended to increase the contract amount by \$2,000.00 for a new total contract amount of Four Thousand Two Hundred Ninety-Two dollars and 11/100's (\$4,292.11).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 16, 2016 to March 15, 2017 period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 7th day of February, 2017.

GILA COUNTY


For John Nelson, County Manager

Date: 2-7-17

ALLIED FIRE PROTECTION, INC.


Signature

CATHERINE SCHUELLER
Print Name

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Timothy Humphrey, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Woody Cline, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



John Nelson, County Manager
Phone (928) 425-3231 Ext. 8761

James Menlove, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 013117-1
EQUIPMENT AND OPERATOR RENTAL
CONSOLIDATED ROADS

THIS AGREEMENT, made and entered into this 7th day of February, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Roy Haught Excavating, Inc., of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Consolidated Roads** 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 013117-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 013117-1** 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 013117-1**, 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 – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 7 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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ARTICLE 9 – 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 10 – 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 11 – 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 12- 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 13 – 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 14 – 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 15- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through March 31, 2017.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$3,500.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 013117-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

For *Jacqui Sandus*
John Nelson., County Manager

Date: 2-7-17

ROY HAUGHT EXCAVATING, INC.

R H A
Signature

Roy Haught
Print Name

ROY HAUGHT EXCAVATING, INC.

FAX (928) 474-8997

P O BOX 75

PAYSON AZ 85547

INVOICE

Invoice Date	Invoice #
1/23/2017	26202

SHIP TO:

BILL TO:

GILA COUNTY PUBLIC WORKS
 ATTN: SHANNON COONS
 1400 E ASH ST
 GLOBE AZ 85501

		P.O. NUMBER	PROJECT	TERMS
				NET 15
DATE	DESCRIPTION	QTY	RATE	AMOUNT
1/21/17	D4 DOZER - YOUNG ROAD - BB	9	90 00	810.00
1/22/17	D4 DOZER - YOUNG ROAD - BB	10	90 00	900.00
A FINANCE CHARGE OF 1 1/2% PER MONTH WILL BE CHARGED ON ALL PAST DUE BALANCES		Total Due		\$1,710.00

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Timothy Humphrey, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Woody Cline, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

John Nelson, County Manager
Phone (928) 425-3231 Ext. 8761

James Menlove, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash St. Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 020317-1
WEATHERIZATION PROJECT HH#10792
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this _____ day of _____, **2017**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Constructions, Inc., of the City of Miami, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 020317-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 020317-1** 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 No. 020317-1**, 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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability – Occurrence Form**

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

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

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to 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 – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 7 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15– TERM: The Contract commences on the date signed by the County Manager and remains in effect through June 30, 2017.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$6,900.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 020317-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

RODRIGUEZ CONSTRUCTIONS, INC.

John Nelson, County Manager

Signature

Date: _____

Print Name

Gila County Housing Services

5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

**SCOPE OF WORK**

Case Number:

Property Information:

BID DATE: 1-27-2017

CONTRACTOR INFORMATION:

Name:

Rodriguez Constructions, Inc.

Address:

P.O. Box 13Miami, AZ 85539

Jurisdiction Gila County
Census: 3

Owner:

Voice:

928-425-7244

email:

info@rodriguez-az.com

BID TOTAL \$:

6,900.00

Contractor Signature

**** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. ****

Contractor Bid

Case#

Page# 2 of 3

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LINE ITEMS - COMPLETE WRITE-UP**General Requirements**1 \$ 0**Permits and Fees**

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. **Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.**

2 \$ 0**Alternates and Suggestions**

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 \$ 0**performance**

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and Professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

4 \$ 0**ALL LEAD WORK**

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

Mechanical5 \$ 6,900.00**Install new 2.5 -3 Ton HVAC system**

Remove old furnace and replace with new 90+% furnace and new 14 Seer A/C system as specified to code. **NEATLY** tie into existing duct work. Install new t-stat and flue liner.****(Flu liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)

Install a new 90+% AFUE, 14 SEER A/C, **ENERGY STAR** rated units and digital thermostat as specified including,any needed ductwork, thermostat, registers, and main disconnect to code.

1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your request for payment, showing the sizing of the furnace for the design heat load. Do not over size the unit.

2) install and vent the unit per manufacturer's instructions (PMI)

3) electrical supply must be a dedicated circuit with a switch at the unit.

4) unit must have a minimum 30 inch front clearance, when installed.

5) check the gas input to the unit

6) check the temp. rise and match to the unit (PMI)

7) recheck for gas leaks

Contractor Bid

Case#

Page# 3 of 3

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-
- 8) Inspect the duct work and seal any joints or other leaks in supply or return ducts to meet SWS
9) be sure the filter box has a cover (install one if none present, and leave a case of filters for change out.)
10) ALL provisions of this item must be met to warrant payment.

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

****** Verify operation or lack thereof of a/c unit to avoid potential disputes. If problems are noted, obtain home

Job Total Cost: \$

6,900.00

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1400 E. Ash St. Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 020317-2
WEATHERIZATION PROJECT HH#10763
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 7th day of February, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Constructions, Inc. of the City of Miami, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 020317-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 020317-2** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 020317-2**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability – Occurrence Form**

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

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

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to 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 – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 7 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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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 12 – 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 13 – 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 14 – 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 15– TERM: The Contract commences on the date signed by the County Manager and remains in effect through June 30, 2017.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$10,950.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 020317-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


FOR John Nelson, County Manager

Date: 2-7-17

RODRIGUEZ CONSTRUCTIONS, INC.


Signature


Print Name

Gila County Housing Services
 5515 S. Apache Ave.
 P.O. Box 1254
 Globe Az. 85502
 (928)425 - 7631

**SCOPE OF WORK**

Case Number: _____

Property Information: _____

BID DATE: 1-27-2017**CONTRACTOR INFORMATION:**Name: Rodriguez Constructions, Inc.Address: P.O. Box 13
Miami, AZ 85539

Jurisdiction Town of Hayden
 Census: 2

Owner: _____

Voice: 928-425-7244email: info@rodriguez-az.com

Option A Bally insulation
 Estimate Attached to Bid
 \$ 500.00 + 10,050.00

BID TOTAL \$:

10,050.00

\$ 10,950.00

Miguel Ench
 Contractor Signature

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

Contractor Bid

Case#

Page# 2 of 3

Printed on: 1/24/2017 8:50:35 AM

LINE ITEMS - COMPLETE WRITE-UP**General Requirements**

1

\$ 0

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.

2

\$ 0

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3

\$ 0

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

4

\$ 0

ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

Ducts

5

\$ INCLUDED

Repair Ductwork

Remove all defective material and replace with new to code. Remove fan in ductwork replace with insulated duct and seal all ducts and registers to meet Wap Standards of less than 1 Pa. per register including return. make sure to add a return filter rack with common size filters and a case of filters.

6

\$ 5,500⁰⁰**Service HVAC unit**

Remove any defective materials and repair to code. Service unit clean all of the unit seal cabinet and flue repairs as needed, check freon ect. Also make sure that unit is drafting correctly do any and all means to make this happen per SWS

Infiltration

7

\$ N/A

Replace Window Glass

Replace all broken glass use glazing compound. Install new glazing points and compound and clean glass.

Contractor Bid

Case#

Page# 3 of 3

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8

\$ 800.00

Patch Holes

Patch all holes in sheet rock, walls, floors, ceilings or any visible holes in the house. reducing infiltration down to 1500 cfm 50 after duct work. initial is only 2,323 cfm 50

Insulation

9

\$ 2,000.00

Blown Fiberglass, Open Attic - (R38)

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84. and meets Wap Standards.

Water Heater

10

\$ 1,750.00

Replace water Heater

Replace the water heater as described. Remove and replace water heater with all new flexlines shut off valves, T&P, flue and dog house a manufactured housing is ok.

Job Total Cost: \$ 10,050.00



Estimate

PO Box 13
Miami, AZ 85539
928-425-7244
928-425-5337

RES/COMM. LIC. #
ROC247373K42
RES. #ROC247371B
COMM. # ROC247372 B-01
rodriguezconst@hotmail.com

1/30/2017

1393

Gila County Housing
5515 South Apache Avenue
P. O. Box 1254
Globe, AZ 85502

Ship To

Install insulation

Rodriguez Constructions Inc. hereby proposes to submit an estimate to perform the following work:

Description	Qty	Cost	Total
RCI proposes to install R-23 batten insulation to the floor joist for Sallis weatherization project.		900.00	900.00

\$900.00

If you are interested in accepting this bid, please sign and return with any deposit required.

Thank you

Signature of acceptance of above proposal:

*Respectfully Submitted,
Art I. Rodriguez*

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Timothy Humphrey, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Woody Cline, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

John Nelson, County Manager
Phone (928) 425-3231 Ext. 8761

James Menlove, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash St. Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 013117
REHABILITATION PROJECT HH#9956
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 7th day of February, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and MDC Electrical Contractor, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 013117** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 013117** 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 No. 013117**, 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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. Worker's Compensation and Employers' Liability

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

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

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

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

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

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ARTICLE 12 – 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 13 – 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 14 – 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 15– TERM: The Contract commences on the date signed by the County Manager and remains in effect through June 30, 2017.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$3,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 013117 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

for 
John Nelson, County Manager

Date: 2-7-17

MDC ELECTRICAL CONTRACTOR


Signature

Walter Martin Del Campo
Print Name



#9956

Invoice Re-Wire/Panel

5811 E. Short Ave.
 (928) 425-0071 Office
mdcelectrical@cableone.net
www.mdcelctricalcontractor.net

Date:12-27-16
 Invoice:1227

To: Gila County Housing

Estelle 200-0744

ebelarde@gilacountyaz.gov

Scope of Work Project	Labor & Materials Amount	
Re-wire attic		
Install 12/2 romex wire		
Install new receptacles		
Install new receptacle covers		
Install new switches		
Install new switch covers		
Install GFCI receptacles where needed		
Install smoke detectors		
Materials		
12/2 romex wire		
New receptacles		
New receptacle covers		
New switches		
New switch covers		
GFCI receptacles where needed	½ to begin	\$1,500
smoke detectors	Total Amount	\$3,000

This proposal may be withdrawn by us if not accepted within 30 days and/or project has not started within 90 days. *WRD*

All material is guaranteed to be as specified or as approved. All work to be completed in a workmanlike manner according to standard practices. Any instructions involving alteration or deviation from the above specifications may result in extra costs and are requested to be given in writing, as any extra work and the charges thereof will become an extra charge over and above the proposal. All agreements are contingent upon strikes, pickets, accidents or delays beyond our control. Owner to carry theft, fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Our firm operates open shop. We have figured this job at our usual rates for electricians and mechanics and will perform it with our own labor force. In all cases we will indemnify and hold harmless owners, contractors, agents, etc. only to the extent that we are at fault. We will not have duty to defend.

This contract becomes a part of all contracts signed for the above work.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I (we) agree to pay late fees of 8% per month on all past due accounts.