

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, SEPTEMBER 18, 2018 - 10:00
A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE -
INVOCATION**
2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to abate the taxes on parcel number 302-55-029E and issue a refund to the property owner in the amount of \$6,938.62 per the Assessor's Tax Roll Correction for years 2008-2017. **(Debora Savage)**
 - B. Information/Discussion/Action to adopt Resolution No. 18-09-01 authorizing a fee of \$5.00 for every writ issued on behalf of a justice of the peace to be collected by the Payson Regional Justice Court and Globe Regional Justice Court and deposited into the State of Arizona's Constable Ethics Standards and Training Fund pursuant to A.R.S. § 22-138; and repealing Resolution numbers 06-10-01 and 08-08-01. **(Tony McDaniel)**
 - C. Information/Discussion/Action to approve the Gila County Superior Court's "Fill the Gap" application in the amount of \$3,750 to the Court Services Division, Administrative Office of the Courts, to assist Gila County courts prepare for a new document imaging case management system. **(Jonathan Bearup)**

- D. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 072718-Baker Ranch Road Improvement Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract. **(Steve Sanders)**
- E. **(Adjourn as the Gila County Board of Supervisors and convene as the Gila County Board of Equalization.)** Information/Discussion/Action to receive and accept Board of Equalization Hearing Officer H. Charles Johnson's recommendation for Petition for Review of Property Valuation for Tax Year 2019 hearings conducted on August 20, 2018. **(Marian Sheppard) (Adjourn as the Gila County Board of Equalization and reconvene as the Gila County Board of Supervisors.)**
- 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 finance reports/demands/transfers for the reporting period of August 1, 2018, through August 31, 2018.
 - B. Approval of the September 6, 2018, and September 11, 2018, Board of Supervisors' meeting minutes.
- 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.

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.

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-5081

Regular Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 09/18/2018

Submitted For: Debora Savage, Treasurer

Submitted By: Marian Sheppard, Clerk of the Board

Department: Treasurer's Office

Fiscal Year: 2018-2019

Budgeted?: No

Contract Dates 09-18-18

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Abatement of taxes on parcel number 302-55-029E and refund to property owner in the amount of \$6,938.62 according to the Assessor's Tax Roll Correction (TRC) for years 2008-2017.

Background Information

The Assessor's Office combined parcel numbers 302-55-029E and 302-55-040B; however, the Treasurer's Office wasn't notified so taxes continued to be collected by the Treasurer for parcel number 302-55-029E for the period 2008 through 2017. Recently the Assessor's Office submitted a TRC to the Treasurer's Office in the amount of \$6,938.62 which includes interest. The Treasurer is requesting to abate the taxes on parcel number 302-55-029E and refund the property owner for the taxes that were paid from 2008 through 2017 which includes interest in the amount of \$6,938.62.

Evaluation

A spreadsheet is attached to this agenda item which shows the calculations that were used to arrive at the amount to be refunded to the property owner. The calculations were performed according to A.R.S. §42-11054, 42-16002, 42-16251, 42-16254, 42-16259, 42-18061, 42-18351, 42-18353, and 42-1123; Arizona Department of Revenue Interest Rate Sheet; and Internal Revenue Code, Section 6621(b) interest breakdown.

Conclusion

It is in the best interest of Gila County to abate the taxes on parcel number 302-55-029E and refund the taxes that were paid by the property owner from 2008 through 2017 which includes interest at prime rate plus 3 percentage points in accordance with A.R.S. § 42-1123(A).

Recommendation

The Assessor's Office and Treasurer's Office recommend that the Board of Supervisors approve the abatement of taxes on parcel number 302-55-029E and issue a refund to the property owner in the amount of \$6,938.62 per the Assessor's TRC for years 2008-2017.

Suggested Motion

Information/Discussion/Action to abate the taxes on parcel number 302-55-029E and issue a refund to the property owner in the amount of \$6,938.62 per the Assessor's Tax Roll Correction for years 2008-2017. **(Debora Savage)**

Attachments

Abatement of Tax and Refund for Parcel No. 302-55-029E

Assessor's Tax Roll Corrections 2008-2017

ABATEMENT OF TAX AND REFUND

TREASURER'S OFFICE)
STATE OF ARIZONA)
COUNTY OF GILA)

I hereby certify that sufficient evidence has been given according to Arizona Revised Statute § 42-18061 for appropriate refund with interest be granted to Gregory D. & Janet R. Holland on the following described property: 302-55-029E

Legal: PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95 ' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A)

Evidence or Reason: The Gila County Assessor's Office during routine quality control checks discovered an error that parcel number 302-55-029E was combined for tax year 2008 into parcel number 302-55-040 but was never deleted in the system so it continued to be assessed and tax notices were mailed out. The taxpayer continued to pay the taxes via their impound account with their mortgage company from 2008 to 2017. The Gila County Assessor's Office has issued Tax Roll Corrections for the years of 2008 through 2017.

YEAR	TAX	INTEREST	PENALTY	REV AMT	ACC INT %	PMT DATE	CANCEL DATE	NO. OF MTHS	ACC INT	GRAND TOTALS
2008	225.92			225.92	9%	10/29/2008	9/30/2018	120	203.33	\$ 429.25
2008	225.92			225.92	7%	4/22/2009	9/30/2018	114	150.24	\$ 376.16
2009	208.12			208.12	7%	10/28/2009	9/30/2018	108	131.12	\$ 339.24
2009	208.12			208.12	7%	4/22/2010	9/30/2018	102	123.83	\$ 331.95
2010	222.39			222.39	7%	10/25/2010	9/30/2018	96	124.54	\$ 346.93
2010	222.39			222.39	7%	4/20/2011	9/30/2018	90	116.75	\$ 339.14
2011	265.22			265.22	6%	10/21/2011	9/30/2018	84	111.39	\$ 376.61
2011	265.22			265.22	6%	4/23/2012	9/30/2018	78	103.44	\$ 368.66
2012	260.21			260.21	6%	10/25/2012	9/30/2018	72	93.68	\$ 353.89
2012	260.21			260.21	6%	4/22/2013	9/30/2018	66	85.87	\$ 346.08
2013	291.51			291.51	6%	11/21/2013	9/30/2018	59	86.00	\$ 377.51
2013	291.51			291.51	6%	4/23/2014	9/30/2018	54	78.71	\$ 370.22
2014	286.31			286.31	6%	10/24/2014	9/30/2018	48	68.71	\$ 355.02
2014	286.31			286.31	6%	4/22/2015	9/30/2018	42	60.13	\$ 346.44
2015	272.40			272.40	6%	10/6/2015	9/30/2018	36	49.03	\$ 321.43
2015	272.40			272.40	7%	4/19/2016	9/30/2018	30	47.67	\$ 320.07
2016	281.25			281.25	7%	10/24/2016	9/30/2018	24	39.38	\$ 320.63
2016	281.25			281.25	7%	4/20/2017	9/30/2018	18	29.53	\$ 310.78
2017	288.44			288.44	7%	10/13/2017	9/30/2018	12	20.19	\$ 308.63
2017	288.44			288.44	8%	4/18/2018	9/30/2018	6	11.54	\$ 299.98
TOTAL	\$ 5,203.54	\$ -	\$ -	\$ 5,203.54					\$ 1,735.08	\$ 6,938.62

In witness whereof, I have set my hand and seal this 18th day of September 2018.


Debora Savage
Gila County Treasurer & Tax Collector

Approved:

GILA COUNTY BOARD OF SUPERVISORS

Tim R. Humphrey, Chairman

Date Printed: 8/15/2018 8:25
Prepared By: JWILLIAMS

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2008
Resolution No: 40710
Date Created: 8/15/2018 8:25 AM

Reason For Change:

PARCEL DELETED. THIS LAND IS ASSESSED IN PARCEL 302-55-040B.

AS BILLED PARCEL ID: 30255029E
ACCOUNT NUMBER: R000025284
PUC

AREA CODE 1005

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
02RL	23,535	16.00	0	3,766
Total	23,535		0	3,766

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	23,535	16.00	0	3,766
Total	23,535		0	3,766

CHANGE TO PARCEL ID: 30255029E
ACCOUNT NUMBER: R000025284
PUC
0004-VL-UNDET-RUR-
NONSUBDIVID

AREA CODE 1005

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
Total	0		0	0

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Description As Billed

HOLLAND GREGORY D & JANET R
PO BOX 506
YOUNG, AZ 85554

Description Change To

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R
PO BOX 506
YOUNG, AZ 85554

Date Printed: 8/15/2018 8:28
Prepared By: JWILLIAMS

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2009
Resolution No: 40711
Date Created: 8/15/2018 8:28 AM

Reason For Change:

PARCEL DELETED. THIS LAND IS ASSESSED IN PARCEL 302-55-040B.

AS BILLED PARCEL ID: 30255029E
ACCOUNT NUMBER: R000025284
PUC

AREA CODE 1005

CHANGE TO PARCEL ID: 30255029E
ACCOUNT NUMBER: R000025284
PUC
0004-VL-UNDET-RUR-
NONSUBDIVID

AREA CODE 1005

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
02RL	23,535	16.00	0	3,766
Total	23,535		0	3,766

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
Total	0		0	0

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	23,535	16.00	0	3,766
Total	23,535		0	3,766

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Description As Billed

HOLLAND GREGORY D & JANET R
PO BOX 506
YOUNG, AZ 85554

Description Change To

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R
PO BOX 506
YOUNG, AZ 85554

Date Printed: 8/15/2018 8:30
Prepared By: JWILLIAMS

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2010
Resolution No: 40712
Date Created: 8/15/2018 8:30 AM

Reason For Change:

PARCEL DELETED. THIS LAND IS ASSESSED IN PARCEL 302-55-040B.

AS BILLED PARCEL ID: 30255029E
ACCOUNT NUMBER: R000025284
PUC

AREA CODE 1005

CHANGE TO PARCEL ID: 30255029E
ACCOUNT NUMBER: R000025284
PUC
0004-VL-UNDET-RUR-
NONSUBDIVID

AREA CODE 1005

Special Districts:

	Valuation	%	Exempt	UNITS	Net Assessed
Limited Property					
02RL	23,535	16.00	0		3,766
Total	23,535		0		3,766

Special Districts:

	Valuation	%	Exempt	UNITS	Net Assessed
Limited Property					
Total	0		0		0

	Valuation	%	Exempt	Net Assessed
Full Cash				
02RL	23,535	16.00	0	3,766
Total	23,535		0	3,766

	Valuation	%	Exempt	Net Assessed
Full Cash				
Total	0		0	0

Description As Billed

HOLLAND GREGORY D & JANET R
PO BOX 506
YOUNG, AZ 85554

Description Change To

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R
PO BOX 506
YOUNG, AZ 85554

Date Printed: 8/15/2018 8:31
Prepared By: JWILLIAMS

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2011
Resolution No: 40713
Date Created: 8/15/2018 8:31 AM

Reason For Change:

PARCEL DELETED. THIS LAND IS ASSESSED IN PARCEL 302-55-040B.

AS BILLED PARCEL ID: 30255029E
ACCOUNT NUMBER: R000025284
PUC

AREA CODE 1005

CHANGE TO PARCEL ID: 30255029E
ACCOUNT NUMBER: R000025284
PUC
0004-VL-UNDET-RUR-
NONSUBDIVID

AREA CODE 1005

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
02RL	23,535	16.00	0	3,766
Total	23,535		0	3,766

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
Total	0		0	0

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	23,535	16.00	0	3,766
Total	23,535		0	3,766

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Description As Billed

HOLLAND GREGORY D & JANET R
PO BOX 506
YOUNG, AZ 85554

Description Change To

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R
PO BOX 506
YOUNG, AZ 85554

Date Printed: 8/15/2018 8:33
Prepared By: JWILLIAMS

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2012
Resolution No: 40714
Date Created: 8/15/2018 8:33 AM

Reason For Change:

PARCEL DELETED. THIS LAND IS ASSESSED IN PARCEL 302-55-040B.

AS BILLED PARCEL ID: 30255029E
ACCOUNT NUMBER: R000025284
PUC

AREA CODE 1005

CHANGE TO PARCEL ID: 30255029E
ACCOUNT NUMBER: R000025284
PUC
0004-VL-UNDET-RUR-
NONSUBDIVID

AREA CODE 1005

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
02RL	23,535	16.00	0	3,766
Total	23,535		0	3,766

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
Total	0		0	0

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	23,535	16.00	0	3,766
Total	23,535		0	3,766

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Description As Billed

HOLLAND GREGORY D & JANET R
308 W LATIGO LN
PAYSON, AZ 85541

Description Change To

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R
308 W LATIGO LN
PAYSON, AZ 85541

Date Printed: 8/15/2018 8:35
Prepared By: JWILLIAMS

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2013
Resolution No: 40715
Date Created: 8/15/2018 8:35 AM

Reason For Change:

PARCEL DELETED. THIS LAND IS ASSESSED IN PARCEL 302-55-040B.

AS BILLED PARCEL ID: 30255029E
ACCOUNT NUMBER: R000025284
PUC

AREA CODE 1005

CHANGE TO PARCEL ID: 30255029E
ACCOUNT NUMBER: R000025284
PUC
0004-VL-UNDET-RUR-
NONSUBDIVID

AREA CODE 1005

Special Districts:

	Valuation	%	Exempt	UNITS	Net Assessed
Limited Property					
02RL	23,535	16.00	0		3,766
Total	23,535		0		3,766

Special Districts:

	Valuation	%	Exempt	UNITS	Net Assessed
Limited Property					
Total	0		0		0

	Valuation	%	Exempt	Net Assessed
Full Cash				
02RL	23,535	16.00	0	3,766
Total	23,535		0	3,766

	Valuation	%	Exempt	Net Assessed
Full Cash				
Total	0		0	0

Description As Billed

HOLLAND GREGORY D & JANET R
308 W LATIGO LN
PAYSON, AZ 85541

Description Change To

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R
308 W LATIGO LN
PAYSON, AZ 85541

Date Printed: 8/15/2018 8:36
Prepared By: JWILLIAMS

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2014
Resolution No: 40716
Date Created: 8/15/2018 8:36 AM

Reason For Change:

PARCEL DELETED. THIS LAND IS ASSESSED IN PARCEL 302-55-040B.

AS BILLED PARCEL ID: 30255029E AREA CODE 1005

ACCOUNT NUMBER: R000025284

PUC 0004-VL-UNDET-RUR-
NONSUBDIVID

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
02RL	23,535	16.00	0	3,766
Total	23,535		0	3,766

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	23,535	16.00	0	3,766
Total	23,535		0	3,766

CHANGE TO PARCEL ID: 30255029E

ACCOUNT NUMBER: R000025284

PUC 0004-VL-UNDET-RUR-
NONSUBDIVID

Special Districts:

Limited Property	Valuation	%	Exempt	UNITS Net Assessed
Total	0		0	0

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Description As Billed

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R
308 W LATIGO LN
PAYSON, AZ 85541

Description Change To

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R
308 W LATIGO LN
PAYSON, AZ 85541

Date Printed: 8/15/2018 8:38
Prepared By: JWILLIAMS

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2015
Resolution No: 40717
Date Created: 8/15/2018 8:38 AM

Reason For Change:

PARCEL DELETED. THIS LAND IS ASSESSED IN PARCEL 302-55-040B.

AS BILLED PARCEL ID: 30255029E AREA CODE 1005
ACCOUNT NUMBER: R000025284
PUC 0004-VL-UNDET-RUR-
NONSUBDIVID

Special Districts: UNITS
Limited Property **Valuation** % **Exempt** **Net Assessed**
02RL 23,535 16.00 0 3,766
Total 23,535 0 3,766

Full Cash **Valuation** % **Exempt** **Net Assessed**
02RL 23,535 16.00 0 3,766
Total 23,535 0 3,766

CHANGE TO PARCEL ID: 30255029E AREA CODE 1005
ACCOUNT NUMBER: R000025284
PUC 0004-VL-UNDET-RUR-
NONSUBDIVID

Special Districts: UNITS
Limited Property **Valuation** % **Exempt** **Net Assessed**
Total 0 0 0

Full Cash **Valuation** % **Exempt** **Net Assessed**
Total 0 0 0

Description As Billed

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R
308 W LATIGO LN
PAYSON, AZ 85541

Description Change To

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R
308 W LATIGO LN
PAYSON, AZ 85541

Date Printed: 8/15/2018 8:39
Prepared By: JWILLIAMS

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2016
Resolution No: 40718
Date Created: 8/15/2018 8:39 AM

Reason For Change:

PARCEL DELETED. THIS LAND IS ASSESSED IN PARCEL 302-55-040B.

AS BILLED PARCEL ID: 30255029E AREA CODE 1005
ACCOUNT NUMBER: R000025284
PUC 0004-VL-UNDET-RUR-
NONSUBDIVID

Special Districts:

	Valuation	%	Exempt	UNITS	Net Assessed
Limited Property					
02RL	24,712	15.00	0		3,707
Total	24,712		0		3,707

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	25,065	15.00	0	3,760
Total	25,065		0	3,760

CHANGE TO PARCEL ID: 30255029E AREA CODE 1005
ACCOUNT NUMBER: R000025284
PUC 0004-VL-UNDET-RUR-
NONSUBDIVID

Special Districts:

	Valuation	%	Exempt	UNITS	Net Assessed
Limited Property					
Total	0		0		0

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Description As Billed

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R
308 W LATIGO LN
PAYSON, AZ 85541

Description Change To

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R
308 W LATIGO LN
PAYSON, AZ 85541

Date Printed: 8/15/2018 8:41
Prepared By: JWILLIAMS

ASSESSMENT AND TAXROLL CORRECTION RESOLUTION

Tax Year: 2017
Resolution No: 40719
Date Created: 8/15/2018 8:41 AM

Reason For Change:

PARCEL DELETED. THIS LAND IS ASSESSED IN PARCEL 302-55-040B.

AS BILLED PARCEL ID: 30255029E AREA CODE 1005
ACCOUNT NUMBER: R000025284
PUC 0004-VL-UNDET-RUR-
NONSUBDIVID

Special Districts:				UNITS
Limited Property	Valuation	%	Exempt	Net Assessed
02RL	25,947	15.00	0	3,892
Total	25,947		0	3,892

Full Cash	Valuation	%	Exempt	Net Assessed
02RL	30,078	15.00	0	4,512
Total	30,078		0	4,512

CHANGE TO PARCEL ID: 30255029E AREA CODE 1005
ACCOUNT NUMBER: R000025284
PUC 0004-VL-UNDET-RUR-
NONSUBDIVID

Special Districts:				UNITS
Limited Property	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Full Cash	Valuation	%	Exempt	Net Assessed
Total	0		0	0

Description As Billed

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R TRUSTEES
HOLLAND FAMILY TRUST
308 W LATIGO LN
PAYSON, AZ 85541

Description Change To

PT PARCEL B OF ROS 825; SEC 31 T11N R11E; BEG AT NW COR PARCEL B; TH N89-56-07E 207.58'; TH S2-40-17E 95.49'; TH S64-53-19W 180.95' TH ALG A LFT CURV R=40' L=45.35'; TH S89-56-07W 24.92'; TH N0-03- 53W 208.23' TO POB; = 0.695 AC M/L (OUT OF 302-55-029A).

HOLLAND GREGORY D & JANET R TRUSTEES
HOLLAND FAMILY TRUST
308 W LATIGO LN
PAYSON, AZ 85541

ARF-5073

Regular Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 09/18/2018

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Marian Sheppard, Clerk of the Board

Department: Justice Court-Payson Regional

Information

Request/Subject

Adopt Resolution No. 18-09-01 Regarding the Collection of Writ Fees

Background Information

On October 3, 2006, the Board of Supervisors adopted Resolution No. 06-10-01 authorizing the charging in civil cases a fee of \$2.00 for every writ served on behalf of the Payson Regional Justice of the Peace and Globe Regional Justice of the Peace which shall be deposited into the State of Arizona's Constable Ethics Standards and Training Fund established by A.R.S. § 22-138.

On July 1, 2008, the Board of Supervisors authorized an increase in the writ fee from \$2.00 to \$5.00; however, a resolution was not presented at that time for Board adoption. On August 4, 2008, the Board of Supervisors adopted Resolution No. 08-08-01 to be retroactive to July 1, 2008, which amended Resolution No. 06-10-01. This amendment increased the writ fee from \$2.00 to \$5.00 for every writ served on behalf of the Payson Regional Justice of the Peace and the Globe Regional Justice of the Peace.

Recent passage and signing into law of SB1113 made a change to A.R.S. § 11-445 (A)(17) affecting the way writ fees are collected from every writ "served" on behalf of a justice of the peace to every writ "issued" on behalf of a justice of the peace, and to be collected by the justice of the peace and deposited into the State of Arizona's Constable Ethics Standards and Training Fund.

Evaluation

A new resolution needs to be adopted by the Board of Supervisors to effectively notate this legislative change and repeal previously Board-adopted Resolution numbers 06-10-01 and 08-08-01.

Conclusion

The Board of Supervisors should consider adopting Resolution No. 18-09-01.

Recommendation

It is recommended that the Board of Supervisors adopt Resolution No. 18-09-01 which authorizes a fee of \$5.00 for every writ "issued" on behalf of a justice of the peace to be collected by the Payson Regional Justice Court and Globe Regional Justice Court and deposited into the State of Arizona's Constable Ethics Standards and Training Fund pursuant to A.R.S. § 22-138; and repeals Resolution numbers 06-10-01 and 08-08-01.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 18-09-01 authorizing a fee of \$5.00 for every writ issued on behalf of a justice of the peace to be collected by the Payson Regional Justice Court and Globe Regional Justice Court and deposited into the State of Arizona's Constable Ethics Standards and Training Fund pursuant to A.R.S. § 22-138; and repealing Resolution numbers 06-10-01 and 08-08-01.

(Tony McDaniel)

Attachments

Resolution No. 18-09-01

Resolution No. 08-08-01

Resolution No. 06-10-01

ARS 22-138



RESOLUTION NO. 18-09-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING A FEE OF \$5.00 FOR EVERY WRIT ISSUED ON BEHALF OF A JUSTICE OF THE PEACE TO BE COLLECTED BY THE PAYSON REGIONAL JUSTICE COURT AND GLOBE REGIONAL JUSTICE COURT AND DEPOSITED INTO THE STATE OF ARIZONA'S CONSTABLE ETHICS STANDARDS AND TRAINING FUND PURSUANT TO A.R.S. § 22-138; AND REPEALING RESOLUTION NUMBERS 06-10-01 AND 08-08-01.

WHEREAS, A.R.S. § 11-445 (A)(17) states, *“For every writ served on behalf of a justice of the peace, a fee established by the board of supervisors not to exceed five dollars per writ. Monies collected from the writ fees shall be deposited in the constable ethics standards and training fund established by section 22-138.”*; and,

WHEREAS, on October 3, 2006, the Board of Supervisors adopted Resolution No. 06-10-01 to charge in civil cases a fee of \$2.00 per writ for every writ served on behalf of the Payson Regional Justice of the Peace and Globe Regional Justice of the Peace and deposited into the State of Arizona's Constable Ethics Standards and Training Fund; and,

WHEREAS, on July 1, 2008, the Board of Supervisors authorized an increase in the fee from \$2.00 to \$5.00 for every writ served on behalf of the Payson Regional Justice of the Peace and Globe Regional Justice of the Peace and deposited into the State of Arizona's Constable Ethics Standards and Training Fund; and,

WHEREAS, on August 4, 2008, the Board of Supervisors adopted Resolution No. 08-08-01 retroactive to July 1, 2008, which amended Resolution No. 06-10-01 by authorizing an increase in the fee from \$2.00 to \$5.00 for every writ served on behalf of the Payson Regional Justice of the Peace and Globe Regional Justice of the Peace and deposited into the State of Arizona's Constable Ethics Standards and Training Fund; and,

WHEREAS, recent passage and signing into law of SB1113 made a change to A.R.S. § 11-445 (A)(17) affecting the way writ fees are collected from every writ “served” on behalf of a justice of the peace to every writ “issued” on behalf of a justice of the peace;

NOW, THEREFORE, BE IT RESOLVED that, in accordance with A.R.S. § 11-445 (A)(17), the Board of Supervisors hereby adopts this Resolution authorizing a fee of \$5.00 for every writ issued on behalf of a justice of the peace to be collected by the Payson Regional Justice Court and Globe Regional Justice Court and deposited into the State of Arizona's Constable Ethics Standards and Training Fund pursuant to A.R.S. § 22-138; and repeals Resolution numbers 06-10-01 and 08-08-01.

PASSED AND ADOPTED this 18th day of September 2018, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Tim R. Humphrey, Chairman

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

When recorded,
return to:
Marian Sheppard, BOS
(8/4/08 #9I)



2008-011286 RESL Page: 1 of 1
08/25/2008 12:27:48 PM Receipt #: 08-4964
Rec Fee: \$0 Board Of Supervisors
Gila County, Az, Sadie Tomerlin Dalton, Recorder



RESOLUTION NO. 08-08-01

AMENDING RESOLUTION NO. 06-10-01 - A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE GILA COUNTY SHERIFF AND CONSTABLES TO CHARGE IN CIVIL CASES A ~~\$2.00~~ \$5.00 FEE FOR EVERY WRIT SERVED ON BEHALF OF THE JUSTICE OF THE PEACE TO BE DEPOSITED INTO THE CONSTABLE ETHICS COMMITTEE FUND.

WHEREAS, the State of Arizona has established the Constable Ethics Committee Fund pursuant to A.R.S. § 22-136; and


WHEREAS, A.R.S. § 11-445(A)(17) requires the Board of Supervisors in civil cases to establish a fee not to exceed \$5.00 for every writ served on behalf of a Justice of the Peace to be deposited in the Constable Ethics Committee Fund established pursuant to A.R.S. § 22-136.

NOW, THEREFORE, BE IT RESOLVED THAT by this Resolution of the Gila County Board of Supervisors it is ordered and declared establishing in civil cases a ~~\$2.00~~ \$5.00 fee for every writ served on behalf of a justice of the peace to be deposited in the Constable Ethics Fund established pursuant to A.R.S. § 22-136.

PASSED AND ADOPTED this 1st day of July 2008.

Attest:

GILA COUNTY BOARD OF SUPERVISORS


Steven L. Besich, Clerk


Jose M. Sanchez, Chairman

Approved as form:


Bryan Chambers, Chief Deputy County Attorney





Gila County, AZ

RESL

2006-017045

Page: 1 of 1
10/04/2006 10:53A
0 00

GILA COUNTY, ARIZONA



After recording, please deliver to: Marian Sheppard, BOS

RESOLUTION NO. 06-10-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE GILA COUNTY SHERIFF AND CONSTABLES TO CHARGE IN CIVIL CASES A \$2.00 FEE FOR EVERY WRIT SERVED ON BEHALF OF THE JUSTICE OF THE PEACE TO BE DEPOSITED INTO THE CONSTABLE ETHICS COMMITTEE FUND.

WHEREAS, the State of Arizona has established the Constable Ethics Committee Fund pursuant to A.R.S. § 22-136; and

WHEREAS, A.R.S. § 11-445(A)(17) requires the Board of Supervisors in civil cases to establish a fee not to exceed \$5.00 for every writ served on behalf of a Justice of the Peace to be deposited in the Constable Ethics Committee Fund established pursuant to A.R.S. § 22-136.

NOW, THEREFORE, BE IT RESOLVED THAT by this Resolution of the Gila County Board of Supervisors it is ordered and declared establishing in civil cases a \$2.00 fee for every writ served on behalf of a justice of the peace to be deposited in the Constable Ethics Fund established pursuant to A.R.S. § 22-136.

PASSED AND ADOPTED this 3rd day of October 2006.

ATTEST

GILA COUNTY BOARD OF SUPERVISORS

Steven L. Besich
Steven L. Besich, Clerk

Jose M. Sanchez
Jose M. Sanchez, Chairman

Approved as form:

Bryan B. Chambers
Bryan B. Chambers, Chief Deputy County Attorney

22-138. Constable ethics standards and training fund; budget

A. A constable ethics standards and training fund is established consisting of monies received from writ fees collected pursuant to section 11-445, subsection A, paragraph 17. The constable ethics standards and training board shall administer the fund. On notice from the board, the state treasurer shall invest and divest monies in the fund pursuant to section 35-313, and monies earned from investment shall be credited to the fund. Monies in the fund are exempt from the provisions of section 35-190 relating to lapsing of appropriations and are continuously appropriated to the board for the purposes of this section.

B. The constable ethics standards and training board shall use:

1. Eighty per cent of the monies appropriated from the fund for constable training, equipment and related grants.
2. Twenty per cent of the monies appropriated from the fund for operating expenses of the board.

C. On or before July 1 of each year, the board shall adopt a budget. The budget is effective on the approval of the board.

ARF-5082

Regular Agenda Item 2. C.

Regular BOS Meeting

Meeting Date: 09/18/2018

Submitted For: Jonathan Bearup, Court Administrator

Submitted By: Jonathan Bearup, Court Administrator

Department: Superior Court Division: Superior Court Administration

Information

Request/Subject

The Superior Court is requesting Board approval of a “Fill the Gap” application in the amount of \$3750.00 to continue grant funding the Court’s “Disconnected Scanning Program.”

Background Information

The Court Services Division, Administrative Office of the Courts (“AOC”) Fill the Gap is a funding source available for the use of state courts to facilitate plans and programs that focus on improvement to criminal case processing. Such funds may only be expended upon approval by the Arizona Supreme Court. To expend these funds, the applicant must present a joint plan from the Presiding Judge of the Superior Court, the Clerk of Court, the Presiding Justice of the Peace, and the Board of Supervisors. The Gila County Superior Court intends to apply for and utilize State Fill the Gap funding for a project that meets the requirements described above.

Evaluation

The AOC will upgrade the current case management system employed in Limited Jurisdiction Courts (Justice of the Peace, Magistrate, and Municipal courts) from "AZTEC" [Arizona (AZ) Transaction & Electronic Case Management System] to a new system called "AJACS" (Arizona Judicial Automated Case System). This substantial change will affect all Gila County Limited Jurisdiction Courts: Globe Regional Justice Court; Miami Magistrate Court; Winkelman Magistrate Court; Hayden Magistrate Court; Payson Justice Court; Payson Municipal Court; and Star Valley Magistrate Court.

The new system, AJACS, varies from previous case management

systems in that it is not merely a case database, but also a document imaging application. In short, all pleadings, motions, and other materials constituting the case record will be "scanned in" and available for instant digital viewing and/or retrieval. The conversion of existing, open case files to a digital format will require that each Limited Jurisdiction Court implement scanning processes; the AOC offers a program for that very purpose: "Disconnected Scanning."

The only cost associated with the "Disconnected Scanning Program" is the annual \$750 device fee for each scanner system. As some courts are consolidated into one office, the total number of scanners needed will be five (5) for a total annual cost of \$3,750 and that is the amount requested in the "State Fill the Gap" application before the Board.

This is year five for this program in Gila. To date, over twenty (23) clerks have been trained and the above-referenced courts have been scanning for over four years (even longer in some courts). Some courts are advancing towards paperless business processes.

Conclusion

Due to the limited resources available in the southern Gila County municipalities involved, and given the current budgetary environment, the Gila County Superior Court is requesting funding to offset the device fees associated with the "Disconnected Scanning Program." Without such aid, the participation of most of these courts is unlikely. Approval of the "Fill the Gap" application will allow the Gila County Superior Court to pursue funds that will allow continued participation in the program, without any cost to the County.

Recommendation

The Gila County Superior Court respectfully requests that the Board approve the Fill the Gap application which will allow the Limited Jurisdiction courts to participate in the "Disconnected Scanning Program."

Suggested Motion

Information/Discussion/Action to approve the Gila County Superior Court's "Fill the Gap" application in the amount of \$3,750 to the Court Services Division, Administrative Office of the Courts, to assist Gila County courts prepare for a new document imaging case management system. **(Jonathan Bearup)**

Attachments

FY19 Fill the Gap Application

FILL THE GAP (FTG) APPLICATION

A. APPLICANT INFORMATION

1. COURT NAME: ARIZONA SUPERIOR COURT OF GILA COUNTY

2. CONTACT PERSON: JON BEARUP

3. TITLE: COURT ADMINISTRATOR

4. ADDRESS (STREET, CITY, STATE, ZIP): 1400 EAST ASH STREET GLOBE, AZ 85501

5. PHONE: 928 402 8672

6. FAX: 928 425 3605

7. E-MAIL ADDRESS:
JBEARUP@COURTS.AZ.GOV

B. BUDGET INFORMATION

8. PROJECT TITLE: DISCONNECTED SCANNING – YEAR FIVE

9. BEGIN DATE: JULY 1, 2018

END DATE: JUNE 30, 2019

10. AMOUNT STATE FTG
REQUESTED:
\$ 3750.00

AMOUNT LOCAL FTG
REQUESTED:
\$

LOCAL BALANCE (COURT PORTION):
\$
As Of:
(CERTIFIED BY LOCAL FINANCE)

11. OTHER ACTIVE APPROVED GRANTS FOR FTG (STATE \$ AMOUNT):

12. ☒ NEW REQUEST

☐

CONTINUE PROJECT – TIME & \$

☐

CONTINUE PROJECT – ADDITIONAL STAFF

GPT #

☐

EXTEND PROJECT -
TIME ONLY, No
ADDITIONAL FUNDS

GPT #

C. PROJECT INFORMATION

13. DESCRIPTION OF PROJECT PLAN.

AS GILA'S LIMITED JURISDICTION COURTS AWAIT THE TRANSITION FROM AZTEC TO THE AJACS SYSTEM, ALL EIGHT OF OUR LJ COURTS ARE DILIGENTLY WORKING ON "BACK SCANNING" TO ARCHIVE THEIR OLDER CASES AS WELL AS SCAN NEW CASES AT THE COMMENCEMENT OF THE ACTION. "DISCONNECTED SCANNING" HAS BEEN ESSENTIAL IN PREPARING AND MOVING OUR LIMITED JURISDICTION COURTS FORWARD TOWARDS A PAPERLESS COURT.

14. DESCRIBE THE NEED FOR THIS PROJECT AND HOW THE EXPENDITURE OF THESE MONIES WILL ADDRESS THE NEED.

The scanning of documents and creating an archive image is a one of the most prominent features of AJACS. The funding for these scanners has been a vital part in preparing our Lower Jurisdiction Courts for the future conversion. Our LJ Courts continue to bridge the gap between the archived cases and the new cases scanned at the time the scanners were implemented.

15. LIST THE PROJECT'S PERFORMANCE MEASURES.

- 1. REGULAR PROGRESS REPORTING: COURT ADMINISTRATION KEEPS APPRISED OF THE LIMITED JURISDICTION COURTS PROGRESS WITH THE SCANNING PROGRAM. THE LJ COURTS ARE TO PROVIDE BI-ANNUAL REPORTS CONTAINING PERTINENT OPERATIONAL INFORMATION (CHALLENGES, TECHNICAL ISSUES, AND OPPORTUNITIES FOR IMPROVEMENT); UPDATES ON STAFF (TRAINING NEEDED, TRAINING ISSUES) AND LIBRARY DEVELOPMENT (PROGRESS FOR SCANNING).**
- 2. RECORD THE NUMBER OF STAFF MEMBERS TRAINED TO SCAN: THIS PERFORMANCE MEASURE IS DERIVED BY THE NUMBER OF TRAINED STAFF VS. THE NUMBER OF TOTAL STAFF. THE RATIO WILL INDICATE THE DIFFUSION OF THE SCANNING PROCEDURE THROUGHOUT THE VARIOUS COURTS.**

D. BUDGET (SUPERIOR COURT) (SEE ATTACHMENT FOR COMPLETE BREAKDOWN OF PROPOSED EXPENDITURE).

PERSONNEL	\$	
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	
OTHER OPERATING	\$	
OFFICE EQUIPMENT	\$	
COMPUTER EQUIPMENT	\$	3750.00
E. BUDGET (CLERK OF THE COURT)	TOTAL	\$

PERSONNEL	\$	
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	
OTHER OPERATING	\$	
OFFICE EQUIPMENT/FURNITURE	\$	
COMPUTER EQUIPMENT	\$	
F. BUDGET (JUSTICE COURT)	TOTAL	\$

PERSONNEL	\$	
PROFESSIONAL SERVICES	\$	
TRAVEL	\$	
OTHER OPERATING	\$	
OFFICE EQUIPMENT	\$	
COMPUTER EQUIPMENT	\$	
TOTAL	\$	

G. PERSONNEL EXPENDITURE DETAIL**SUPERIOR COURT**

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		\$
		\$
		\$
		\$
Total		\$

CLERK OF THE COURT

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		\$
		\$
		\$
		\$
Total		\$

JUSTICE COURTS

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
		\$
		\$
		\$
		\$
Total		\$

H. EQUIPMENT EXPENDITURE DETAIL**SUPERIOR COURT**

Type of Equipment	Amount
Scanner – Hayden Magistrate (ACAP Fee)	\$ 750.00
Scanner – Winkelman Magistrate (ACAP Fee)	\$ 750.00
Scanner – Miami Magistrate/Globe Justice (ACAP Fee)	\$ 750.00
Scanner – Globe Magistrate (ACAP Fee)	\$ 750.00
Scanner – Payson Municipal/Star Valley Magistrate/Payson Justice (ACAP Fee)	\$ 750.00
Total	\$ 3750.00

CLERK OF THE COURT

Type of Equipment/Furniture/Other Operating	Amount
	\$
	\$
	\$
	\$
	\$
Total	\$

JUSTICE COURT

Type of Equipment	Amount
	\$
	\$
	\$
	\$
	\$
Total	\$

I. SIGNATURES OF SUBMITTING PARTIES

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)



PRESIDING JUDGE SUPERIOR COURT



DATE

CHAIRMAN, BOARD OF SUPERVISORS

DATE



PLEASE PRINT NAME

PLEASE PRINT NAME

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)



CLERK OF THE SUPERIOR COURT



DATE

PRESIDING JUSTICE OF THE PEACE

DATE



PLEASE PRINT NAME

PLEASE PRINT NAME

SUBMIT COMPLETED APPLICATION TO:

csdgrants@courts.az.gov

or

GRANT SPECIALIST

COURT SERVICES DIVISION

ADMINISTRATIVE OFFICE OF THE COURTS

1501 W. WASHINGTON, SUITE 410

PHOENIX, AZ 85007

I. SIGNATURES OF SUBMITTING PARTIES

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

PRESIDING JUDGE SUPERIOR COURT

DATE

CHAIRMAN, BOARD OF SUPERVISORS

DATE

PLEASE PRINT NAME

PLEASE PRINT NAME

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

CLERK OF THE SUPERIOR COURT

DATE


PRESIDING JUSTICE OF THE PEACE

8-24-18
DATE

PLEASE PRINT NAME


PLEASE PRINT NAME

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)


AN ELECTED JUSTICE OF THE PEACE
Acting Globe Justice of the Peace

Aug. 30, 2018
DATE


PLEASE PRINT NAME

RETURN COMPLETE APPLICATION AND SEND TO:
ADMINISTRATIVE OFFICE OF THE COURTS
GRANT SPECIALIST, COURT SERVICES DIVISION
1501 W. WASHINGTON, SUITE 410
PHOENIX, AZ 85007

ARF-5075

Regular Agenda Item 2. D.

Regular BOS Meeting

Meeting Date: 09/18/2018

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2019

Budgeted?: Yes

Contract Dates 90 Days from Notice

Grant?: No

Begin & End: To Proceed

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Contract Award in response to Invitation for Bids (IFB) No. 072718 Baker Ranch Road Improvements Project

Background Information

The work consists of a roadway improvement project for a portion of Baker Ranch road located in Young, Arizona. The proposed project would begin at the intersection of Baker Ranch and Zachariae Ranch roads and continue west for approximately 1 mile. The proposed work consists of pulverizing the existing pavement surface and base material where applicable followed by the installation of geogrid base reinforcement, new aggregate base material and asphaltic concrete pavement. The Eastern Arizona Resource Advisory Council (RAC) approved \$250,000 of RAC funds to be used for the proposed improvements on Baker Ranch road. The Gila County Board of Supervisor's approved a contract on February 20, 2018 for Woodson Engineering to prepare the project plans and specifications for the proposed improvements for Baker Ranch road.

On August 7, 2018, the Board of Supervisors approved the advertisement of IFB No. 072718. The IFB was advertised in the Payson Roundup newspaper on August 14, 2018, and August 21, 2018. The bids were opened on August 30, 2018 at 4:00 P.M. and there were 6 responses. The bids were opened at 4:00 p.m. and evaluated in accordance with A.R.S, § 41-2533 Competitive Sealed Bidding.

Evaluation

Of the 6 bids received, all of them were complete and one was chosen to be the best price with qualified experience. The time frame provision for completion in the IFB is 90 days from Notice to Proceed.

Conclusion

Surface improvements to Baker Ranch road will eliminate the current need for routine maintenance by County forces and will provide a safer roadway for the traveling public.

Recommendation

It is the recommendation of the Public Works Division Director and Finance Department Director that the Board of Supervisors award a contract to the lowest bidder, J-4 Excavating, in the amount of \$483,532.36 in response to IFB No. 072718 Baker Ranch Road Improvement Project.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 072718-Baker Ranch Road Improvement Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract. **(Steve Sanders)**

Attachments

Contract No. 072718 - J-4 Excavating

As Read Bid Results

Intermountain West Civil Constructors, Inc. - Sealed Bid

Hatch Construction - Sealed Bid

Mangum Civil Constructors - Sealed Bid

J-4 Excavating - Sealed Bid

E.W. Parker Enterprises - Sealed Bid

AZ Western Contracting - Sealed Bid

Addendum 1

Addendum 2

IFB No. 072718

Plan Holder List

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS
BAKER RANCH ROAD IMPROVEMENT PROJECT
BID CALL 072718**

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



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

COUNTY MANAGER
James Menlove

PUBLIC WORKS DIRECTOR
Steve Sanders



**INVITATION FOR BIDS
BID CALL NO. 072718**

Sealed bids will be received by Gila County Procurement, in the Copper Building Conference Room, 1350 East Monroe, Globe, AZ 85501, until 4:00 P.M. (AZ Time), Thursday August 30, 2018 for the Baker Ranch Road Improvement Project Bid No. 072718, 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, 928-402-8502, 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 "**BAKER RANCH ROAD IMPROVEMENT PROJECT, ARIZONA BID CALL NO. 072718**". All Bids shall be mailed 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 Payson Roundup: **August 14, 2018 and August 21, 2018**

Signed: _____
Timothy Humphrey, 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: ____/____/____

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS
BAKER RANCH ROAD IMPROVEMENT PROJECT
BID CALL 072718**

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



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

COUNTY MANAGER
James Menlove

PUBLIC WORKS DIRECTOR
Steve Sanders



**INVITATION FOR BIDS
BID CALL NO. 072718**

Sealed bids will be received by **Gila County Procurement, in the Copper Building Conference Room, 1350 East Monroe, Globe, AZ 85501**, until **4:00 P.M. (AZ Time), Thursday August 30, 2018** for the **Baker Ranch Road Improvement Project Bid No. 072718, 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, 928-402-8502, Gila County Public Works Division, 745 North Rose Mofford Way, Globe, AZ.

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Timothy Humphrey, 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 continued...

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 Friday, August 24, 2018. A response will be issued to all plan holders no later than 4:00 P.M., AZ time, on Tuesday, August 28, 2018.

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**SPECIAL PROVISIONS FOR
BAKER RANCH ROAD
ROADWAY IMPROVEMENTS PROJECT**

The proposed work is located in the northern part of Gila County, on the western edge of the Town of Young. The work for this improvement project will be performed on Baker Ranch Road. The work consists of pulverizing the existing pavement surface and base material where applicable, the installation of new asphaltic concrete pavement and aggregate base material and other incidental work as shown on the project plans (see **APPENDIX C**) and as described in these Special Provisions.

SPECIFICATIONS:

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

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008.
Arizona Department of Transportation, Construction Standard Drawings, 2012 edition.
Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, 2018 Edition.
Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, 2018 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 the plans and Standard Specifications, the plans shall prevail. In the event of any conflict between these Special Provisions and the plans or Standard Specifications, these Special Provisions shall prevail.

GENERAL REQUIREMENTS:

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.

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 **ninety (90)** calendar days from the date the Contractor receives the Notice to Proceed from the County.

SECTION 101 DEFINITIONS AND TERMS:

101-01 BLANK

101-02 DEFINITIONS:

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

MAG. Maricopa Association of Governments.

ADOT. Arizona Department of Transportation

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

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

ASTM. The American Society for Testing and Materials.

AASHTO. The American Association of State Highway and Transportation Officials.

AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BOARD OF SUPERVISORS. The Gila County Board of Supervisors acting under the authority of the laws of the State of Arizona.

CALENDAR DAY. Every day shown on the calendar.

CERTIFIED FLAGGER. An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

CHANGE ORDER. A written order by the Engineer or Owner to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

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

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. §

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.

103-08 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-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 contract 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.

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 the 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 in compliance with 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 PRECONSTRUCTION CONFERENCE:

The contractor shall meet with the Engineer for a preconstruction conference prior to commencing work. At the preconstruction conference, the contractor shall submit to the Owner a progress schedule for review and approval. The schedule shall show the order in which the contractor proposes to carry out the work, the dates on which the contractor will start the salient features of the work and the

contemplated dates for the completion of the said salient features. The schedule may be in a bar chart format or a critical path method format. No schedule activity shall be shorter than one day or longer than 15 working days. The schedule must show interrelationships among the activities, and the controlling items of work throughout the project shall be identified. If requested by the Engineer, the contractor shall furnish information needed to justify activity time durations. Such information shall include estimated manpower, equipment, unit quantities, and production rates. The schedule shall illustrate the completion of the work not later than the contract completion date.

The contractor shall furnish a list of the contractor's proposed subcontractors and major material suppliers.

The contractor shall submit a traffic control plan in accordance with Subsection 701-1 of the ADOT Standard Specifications. The contractor shall designate an employee who is competent and experienced in traffic control to implement and monitor the traffic control plan. The qualifications of the designated employee must be satisfactory to the Engineer.

The contractor shall submit a Safety Plan and designate a competent person as Safety Supervisor to be responsible for implementation of the Safety Plan.

Both plans must be satisfactory to the Engineer.

If approved by the Engineer, the contractor may designate one employee to be responsible for both the traffic control and safety plans.

The contractor shall also submit a program for erosion control and pollution prevention, as set forth in Subsection 104-09, on all projects involving clearing and grubbing, earthwork, or other construction, when such work is likely to create erosion or pollution problems.

If the contractor fails to provide the required submissions, the Engineer may order the preconstruction conference suspended until such time as they are furnished. Work shall not begin until the preconstruction conference has been concluded and the safety plan has been approved, unless authorized by the Engineer. The contractor shall not be entitled to additional compensation or an extension of contract time resulting from any delays due to such a suspension.

When the specifications require specific quality control measures for certain materials by referencing Subsection 106.04(C), the contractor shall designate a qualified employee as Quality Control Manager. The Quality Control Manager shall be responsible for the implementing and monitoring of the quality control requirements described in Subsection 106.04(C).

108-04 PROSECUTION AND PROGRESS:

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:

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 201 CLEARING AND GRUBBING:

Clearing and Grubbing shall be in accordance with Section 201 of the ADOT Standard Specifications unless modified herein.

201-3.02 Removal and Disposal of Materials: the second and third paragraphs of the Standard Specifications are revised to read:

In the disposal of all tree trunks, stumps, brush, limbs, roots, vegetation and other debris, the contractor shall comply with the requirements of Title 49, Chapter 3, of the Arizona Revised Statutes, and with the Rules and Regulations for Air Pollution Control, Title 18, Chapter 2, Article 6, adopted by the Arizona Department of Environmental Quality pursuant to the authority granted by the Arizona Administrative Code.

Burning will be permitted only after the contractor has obtained a permit from the Arizona Department of Environmental Quality and from any other Federal, State, County or City Agency that may be involved.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

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

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

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

SECTION 203 GRADER DITCH:

Grader ditch shall be in accordance with Section 203-6 of the ADOT Standard Specifications unless modified herein.

203-6.01 Description: is modified to add:

The intent of this item is to remove excess material from the existing ditch line and/or establish a new ditch line if needed to allow positive flow between existing driveway culverts.

Hand work may be necessary at some locations where equipment is not practical to use.

The removal of all excess material that cannot be reshaped in the area specified for grading shall become the property of the contractor.

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.

The removal of all existing asphalt within the project limits shall be considered incidental to the work performed with this pay item. This includes any loose pieces of asphalt that may fall beyond the limits of the new edge of pavement.

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 208 SEPARATION GEOTEXTILE FABRIC:

Separation geotextile fabric shall be in accordance with Section 208 of the ADOT Standard Specifications unless modified herein.

208-2.01 Geotextile Fabric: is modified to add: the type of separation geotextile shall meet the requirements for a **High Survivability, Nonwoven Fabric**.

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 306 GEOGRID BASE REINFORCEMENT:

Geogrid base reinforcement shall be in accordance with Section 306 of the ADOT Standard Specifications unless modified herein.

306-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing and placing a geogrid material within and/or below the aggregate base in accordance with the requirements of the specifications and as shown on the project plans.

306-3.04 Geogrid Placement: the second and third paragraphs of the Standard Specifications are revised to read:

A 12-inch minimum overlap is required at all transverse and longitudinal joints.

The center of a longitudinal overlapped joint in a geogrid layer shall be staggered a minimum of one foot with relation to the center of a longitudinal overlapped joint in any immediate underlying geogrid layer.

The center of a longitudinal overlapped joint in a geogrid layer below an asphaltic concrete pavement shall be located within one foot of the center of a lane or within one foot of the centerline between two adjacent lanes.

At transverse joints, the top layer of the geogrid shall overlap the lower layer of geogrid in the direction that the aggregate base will be placed.

The geogrid shall be tensioned by hand and anchored to the ground with securing pins at the edges, including overlaps, and in the center of the roll at 30-foot intervals along the roll length, at the corners if applicable, or as directed by the Engineer. Securing pins shall be 3/16-inch diameter steel bars, with a minimum length of four inches, pointed at one end and fabricated with a head to retain a steel washer having an outside diameter of not less than 1.5 inches. Alternatively, U-shaped pins may be used if approved by the Engineer. The use of securing pins may be reduced or eliminated by the Engineer if it can be shown that by careful installation the geogrid is adequately tensioned by hand and anchored by the placed aggregate in a progressive installation process as recommended by the manufacturer's representative.

306-3.05 Placing and Compacting Aggregate Fill: the second and third paragraphs of the Standard Specifications are revised to read:

If the underlying material is capable of supporting rubber tire trucks (end and belly dumps) they may drive over the grid at very low speeds, less than five miles per hour, and dump aggregate as they go. Sudden stops and turning by trucks shall be avoided while on the grid. No tracked vehicles shall be allowed on the grid until there is a minimum of six inches of material between the tracks and the grid.

Any ruts which might develop during spreading or compacting the aggregate shall be filled with additional aggregate rather than bladed from surrounding areas. Placing additional aggregate into the rutted areas ensures that the design aggregate thickness is maintained.

306-5 Basis of Payment: of the Standard Specifications is revised to read:

The accepted quantity of geogrid base reinforcement, measured as provided above, will be paid for at the contract unit price per square yard, which price shall be full compensation for furnishing all labor, material, and equipment, and performing all operations in connection with placing the geogrid. No payment will be made for geogrid base reinforcement which has been rejected.

SECTION 336 PAVEMENT MATCHING AND SURFACING REPLACEMENT

The Contractor shall construct a thickened edge pavement section at pavement terminations as indicated on the project plans. Construction shall be in accordance with MAG Specifications - Section 336 and MAG Standard Detail 201, Type 'A' unless modified herein (see **APPENDIX A**).

All materials for the construction of thickened edge pavement terminations shall be modified to be per ADOT Standard Specifications as indicated on the project plans.

336.4 Measurement: Paragraph (H) of the Standard Specifications is revised to read:

A separate measurement and payment for thickened edge pavement terminations shall be made per linear foot of thickened edge as measured along the centerline of the thickened edge.

336.5 Payment: of the Standard Specifications is revised to read: the accepted quantity of thickened edge pavement terminations, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for furnishing all labor and equipment, and performing all operations in connection with constructing the thickened edge pavement termination. The asphalt concrete required for the thickened edge will be paid for with bidding Item No. 409 – Asphalt Concrete (Misc. Structural).

SECTION 345 ADJUST UTILITY FRAMES, COVERS AND VALVE BOXES

The Contractor shall adjust all utility frames, covers and valve boxes indicated on the project plans to account for the new pavement grade. Adjustments shall be in accordance with MAG Specifications - Section 345 and MAG Standard Details 391-1 and 391-2 as applicable (See **APPENDIX A**).

SECTION 403 ASPHALTIC CONCRETE HOT PLANT REQUIREMENTS:

Asphaltic Concrete Hot Plant Requirements shall be in accordance with Section 403 of the ADOT Standard Specifications unless modified herein.

403-2 Requirements: the third paragraph of the Standard Specifications is revised to read:

The mineral admixture shall be added and thoroughly mixed with the mineral aggregate by means of a mechanical mixing device prior to the mineral aggregate and mineral admixture entering the dryer. For all asphaltic concrete mixes except ACFC (Specification Sections 407 and 411) and AR-ACFC (Specification Section 414), the moisture content of the combined mineral aggregate shall be a minimum of three percent by weight of the aggregate during the mixing process.

403-2 Requirements: the twelfth paragraph of the Standard Specifications is revised to read:

The contractor shall provide daily documentation of the weight and proportion of each individual component (mineral aggregate, mineral admixture, and bituminous material) incorporated into the mix. In addition, when reclaimed asphaltic pavement (RAP) is used, the contractor shall provide daily documentation of the weight, determined by a belt scale, and proportion of material from each individual RAP stockpile incorporated into the mix. The percent moisture content of the RAP material from each stockpile shall also be determined and provided daily by the contractor.

When Warm Mix Asphalt (WMA) technologies are used, the contractor shall provide the percent of water (for WMA water foaming processes) and/or the percent of WMA additive incorporated in the mix. The percent of each WMA technology shall be reported either by weight of total mix or by weight of total binder.

When incorporating WMA technologies, the hot plant shall be modified as required by the WMA technology manufacturer to introduce the WMA technology. Plant modifications may include additional plant instrumentation, the installation of asphalt binder foaming systems and/or WMA additive delivery systems, adjusting the plant burner and/or the mixing drum flights in order to operate at lower production temperatures, and/or reducing the production rate of WMA.

SECTION 404 BITUMINOUS TREATMENTS:

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

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

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

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

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

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

Type of Bituminous Material	Approximate Tack Coat Application Rates: Gallons / Square Yard		Payment Factor
	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	
Emulsified Asphalt (Special Type) – See Note Below.	Not Allowed	0.12	0.7
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0
Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.			

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

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

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete (asphalt-rubber), application of the tack

coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

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

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

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

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

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

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

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

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

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read: Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read: The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

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

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

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.

409-5.02 Reduction for Noncompliance: of the Standard Specifications is revised to read: A reduction in payment to the contractor for asphaltic concrete will be made for quantities of asphalt cement (bituminous material) that do not meet the requirements of Section 1005 as determined by corresponding test results. Adjustments in payment will be made in accordance with the requirements of Table 1005-1 and the following formula:

$$R = (100 - P) \times \left[\frac{(CP) \times T}{100} \right]$$

Where:

R = Amount of Reduction in Payment (dollars)
T = Quantity of asphalt cement in failure (tons, rounded to nearest tenth)
P = Percent of Contract Unit Price allowed (Table 1005-1)
CP = Current Price for asphalt cement (bituminous material), as determined by the Department, for the month in which a deficiency was noted. This value will be made known by means of a memorandum issued on the last Wednesday of each month and mailed to those currently receiving copies of the Advertisements for Bids. This information may also be obtained from ADOT Contracts and Specifications Services, (602) 712-7221, or from ADOT's website.

SECTION 501 PIPE CULVERT AND STORM DRAINS:

Pipe culvert shall be in accordance with Section 501 of the ADOT Standard Specifications except as modified herein.

New pipe culverts shall be corrugated steel pipe with a wall thickness of 0.064 inches, a corrugation configuration of 2 2/3 X 1/2 and shall be coated with aluminum.

501-1 Description: the first paragraph of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing pipe and all other materials required and the installing of pipe, including excavating, and furnishing, placing and compacting backfill material, all in accordance with the details shown on the plans and the requirements of the specifications.

501-1 Description: the last sentence of the third paragraph of the Standard Specifications is revised to read:

Special sections, fittings, elbows, branch connections, tapered inlets, end sections, connectors, coupling, and other such items shall be of the same material and coating as the pipe to which they are attached unless otherwise stated in the specifications.

501-3.03(A) General: the second paragraph of the Standard Specifications is revised to read:

If the Engineer determines that the end of an existing pipe is damaged to the extent that it cannot be repaired sufficiently to be joined properly to the new pipe, the damaged portion shall be removed.

Pipe shall be installed in reasonably close conformity with the lines, grades and dimensions shown on the project plans or specified by the Engineer.

501-3.03(B)(1) General: the seventh paragraph of the Standard Specifications is hereby deleted:

501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe: the title and text of the Standard Specifications are revised to read:

501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe and Steel Reinforced High Density Thermoplastic Ribbed Pipe:

Corrugated high density polyethylene plastic pipe and steel reinforced high density thermoplastic ribbed pipe shall be assembled and installed in accordance with the manufacturer's instructions.

Watertight joints, unless otherwise specified, will not be required for storm drains, culverts, or other drainage pipes. However, joints for these pipes shall be water resistant. Watertight joints shall be provided for siphon and irrigation pipe installations.

Watertight and water-resistant joints shall conform to the requirements of Subsection 1010-8.

Tracer wire for magnetic detection shall be placed in accordance with the requirements of Subsection 104.15.

Special care shall be taken in the handling and installation of corrugated high density polyethylene plastic pipe and fittings and steel reinforced high density thermoplastic ribbed pipe and fittings to prevent damage and to assure that proper line and pipe grade are maintained throughout the backfilling operation.

When end sections for either pipe are called for on the plans, the contractor shall use metal safety end sections unless otherwise specified.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

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

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

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

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

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

SECTION 708 PERMANENT PAVEMENT MARKINGS:

Permanent Pavement Markings shall be in accordance with Section 708 of the ADOT Standard Specifications.

SECTION 810 EROSION CONTROL AND POLLUTION PREVENTION:

810-1 Description: The Contractor shall be responsible for compliance with any rules and regulations of the Arizona Department of Environmental Quality (ADEQ) that may be applicable as a result of the proposed work of this contract. The contractor shall provide the Owner with a copy of all correspondence from ADEQ demonstrating that all permits for the work have been obtained, all requirements have been met and approval to begin the work has been granted.

The work under this section shall include furnishing, installing, maintaining, removing and disposing of temporary erosion control measures needed to fulfill the requirements of the permits needed under this section.

All work specified in this subsection will be temporary for use during construction, unless designated otherwise.

The Contractor shall be responsible for maintaining all erosion and pollution control devices in proper functioning condition at all times during Construction. After completion and final approval of construction activities the Owner shall be responsible for maintaining all erosion and pollution control devices.

When deficiencies in the erosion control devices or other elements of work listed herein are noted by inspection or other observation, specified corrections shall be made by the contractor by the end of the day or work shift, or as directed by the Engineer.

Work specified herein which is lost, destroyed, or deemed unacceptable by the Engineer as a result of the Contractor's operations shall be replaced. Work specified herein which is lost or destroyed, as a result of natural events, such as excessive rainfall, shall be replaced by the Contractor.

In cases of serious or willful disregard for the protection of the waters of the U.S. and/or natural surroundings by the contractor, the Owner's Engineer will immediately notify the Contractor of such non-compliance.

810-2 Method of Measurement: No measurement shall be made for Erosion Control and Pollution Prevention. The contract unit of measurement shall be lump sum.

810-3 Basis of Payment: Payment for Erosion Control and Pollution Prevention shall be lump sum and shall be full compensation for all of the work necessary to complete said Erosion Control and Pollution Prevention including all necessary permit fees, materials, equipment and labor associated with said work.

SECTION 901 MOBILIZATION:

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

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

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

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

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 PULVERIZE EXISTING CHIP SEAL:

920-1 Description: The Contractor shall pulverize the existing roadway surface to a depth equal to the thickness of the existing Chip Seal and Millings base course. The pulverization depth will vary between 2" – 5". Pulverization shall be completed only at the locations shown on the project plans.

The gradation of the pulverized material shall be tested during construction to ensure it corresponds to the gradation as required in the table shown below. Gradation tests shall be completed at a minimum of 2 per day.

Sieve Sizes	% Passing
2"	100
1 1/2"	90-100

Contractor shall grade pulverized material to a uniform cross section prior to compaction. Compaction shall then proceed according to the project plans and standard specifications for subgrade preparation.

924-2 Method of Measurement and Basis of Payment: Measurement and Payment for the item Pulverize Existing Chip Seal shall be measured and paid by the square yard based on the pulverization areas shown on the project plans and includes all labor, materials, tools and equipment related to the pulverization operation.

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.

SECTION 1014 GEOSYNTHETICS:

Geosynthetics shall be in accordance with Section 1014 of the ADOT Standard Specifications unless modified herein.

1014-1 General Requirements: the third sentence of the fourth paragraph of the Standard Specifications is revised to read:
Samples shall be a minimum of six feet long by the full roll width.

1014-3 Geogrid: the last sentence of the last paragraph of the Standard Specifications is hereby deleted:

1014-4.03(A) Nonwoven: of the Standard Specifications is revised to read:
High survivability, nonwoven separation fabric shall meet the following physical requirements:

Property	Requirement (Average Roll Value) (1)	Test Method
Grab Tensile Strength: lbs.	200 min.	ASTM D 4632
Grab Elongation at Break: %	45 min., 115 max. (2)	ASTM D 4632

Puncture Strength: lbs.	75 min.	ASTM D 4833
Burst Strength: psi	320 min.	ASTM D 3786
Trapezoidal Tear: lbs.	50 min.	ASTM D 4533
Permittivity: second ⁻¹	0.07 min.	ASTM D 4491
Apparent Opening Size: U.S. Standard sieve size	30 – 140	ASTM D 4751
Ultraviolet Stability: %	70 min.	ASTM D 4355
<p>(1) Average roll values represent the average test results for a lot in the weaker direction when sampled according to ASTM D 4354 and tested according to the test method specified above.</p> <p>(2) If the average grab elongation of the fabric is greater than 115 percent at break, the elongation will be acceptable if the grab tensile strength requirement is met prior to or at 115 percent elongation.</p>		



***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. 072718 Baker Ranch Road Improvement Project**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

JSTC Inc. DBA J-4 Excavating

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

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

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

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within ninety (90) 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: JSTC Inc. DBA J-4 Excavating

Corporate Address: 49821 N. Hwy 188, Payson, AZ 85541

Incorporated under the laws of the State of : Arizona

By (Signature): Chancy Thomas **Date:** 8/29/18

President: Shelly Brown

Secretary: Chancy Thomas

Treasurer: Trevor Brown

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)

**BAKER RANCH ROAD IMPROVEMENT 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: J-4 Excavating

TOTAL CONTRACT PRICE, for the sum of \$ 483,532.36

WRITTEN TOTAL CONTRACT PRICE

Four hundred eighty three thousand five hundred thirty two Dollars
and thirty six Cents.

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

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

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L. SUM	1	\$521.45	\$521.45
202-A	Remove Existing Asphaltic Concrete	SQ. YD.	174	\$10.43	\$1,814.82
202-B	Remove Existing 4" PVC Culvert	L. FT.	25	\$2.09	\$52.25
203	Grader Ditch	L. FT.	105	\$2.09	\$219.45
205	Grading Roadway for Pavement	SQ. YD.	12,435	\$2.92	\$36,310.20
208	Separation Geotextile Fabric	SQ. YD.	12,096	\$1.78	\$21,530.88
303	Aggregate Base, Class 2	CU. YD.	2,085	\$50.06	\$104,375.10
306	Geogrid Base Reinforcement	SQ. YD.	12,096	\$2.02	\$24,433.92
336	Pavement Termination	L. FT.	166	\$12.52	\$2,078.32
345	Adjust Survey Monument to Grade	EACH	1	\$260.73	\$260.73
409	Asphaltic Concrete (Misc. Structural)	TON	1,726	\$106.38	\$183,611.88
501	Pipe Culvert (Arch Pipe - 21" x 15")	L. FT.	25	\$52.15	\$1,303.75
701	Maintenance and Protection of Traffic	L. SUM	1	\$10,220.42	\$10,220.42
708-Y	Permanent Pavement Markings (4" Yellow Stripe)	L. FT.	10,310	\$1.15	\$11,856.50
708-W	Permanent Pavement Markings (18" White Stop Bar - 4" Equivalent = 284 L. FT.)	L. FT.	284	\$1.15	\$326.60
810	Erosion Control and Pollution Prevention	L. SUM	1	\$11,263.32	\$11,263.32
901	Mobilization	L. SUM	1	\$9,698.97	\$9,698.97
920	Pulverize Existing Chip Seal	SQ. YD.	5,827	\$1.04	\$6060.08
924	Force Account Work (Unforeseen Conditions)	L. SUM	1	\$40,000.00	\$40,000.00
925	Construction Surveying & Layout	L. SUM	1	\$17,593.72	\$17,593.72

Total Base Bid \$483,532.36

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 JSTC, Inc. dba J-4Excavating,

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company,

a corporation duly organized under the laws of the State of New Hampshire

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

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 072718, BAKER RANCH ROAD IMPROVEMENT PROJECT

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

IN WITNESS WHEREOF, we hereunto set our hands and seals: August 29, 2018

JSTC, Inc. dba J-4 Excavating
Principal

By Joe H Brown

Title OWNER

The Ohio Casualty Insurance Company
Surety

By Attorney-in-Fact Taylor J. Winstead
2855 E. Brown Rd., Ste. 9, Mesa, AZ 85213

Address, Attorney-in-Fact
Subscribed and sworn to before me
this 29th day of August, 2018

My commission expires: 9/10/2020

Notary Public

Cynthia Kleiner
Cynthia Kleiner



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8110813

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cynthia Kleiner; Alec Kleiner; Christopher D. Morrow; David J. Wilstead; Taylor J. Wilstead

all of the city of MESA, state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of May, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 24th day of May, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of August, 2018



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
J-4 Excavating
49821 N. Hwy 188, Payson, AZ 85541
928-479-2351
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:** 0.86
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:** ROC246408



Signature of Authorized Representative

Chancy Thomas
Printed Name

Secretary
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: | <u>APS</u> |
| Contact: | <u>Bill Roberson</u> |
| Phone: | <u>928-587-0636</u> |
| Address: | <u>Joseph City, AZ</u> |
| | |
| 2. Company: | <u>Pride Contracting</u> |
| Contact: | <u>JR Pryke</u> |
| Phone: | <u>602-721-1826</u> |
| Address: | <u>Payson, AZ</u> |
| | |
| 3. Company: | <u>APS</u> |
| Contact: | <u>Mike Hancock</u> |
| Phone: | <u>928-243-8420</u> |
| Address: | <u>Joseph City, AZ</u> |
| | |
| 4. Company: | <u>APS</u> |
| Contact: | <u>Rusty Westover</u> |
| Phone: | <u>928-587-2590</u> |
| Address: | <u>Joseph City, AZ</u> |

J-4 Excavating

Name of Business

Charney Thomas

Signature of Authorized Representative

Secretary

Title

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Chancy Thomas (Secretary)

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached

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

At the time of the submission of Invitation for Bid No. 072718, 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.

Western Technologies Inc.
ROC260996
Carrie Asher
928-774-8700
Material Testing

J-4 Excavating

Name of Business

Clayton Thomas

Signature of Authorized Representative

Secretary

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:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
Proposal	<u>✓</u>
Bidding Schedule	<u>✓</u>
Surety (Bid) Bond	<u>✓</u>
Qualification & Certification Form	<u>✓</u>
Reference List	<u>✓</u>
Affidavit of Non-Collusion	<u>✓</u>
Certification Regarding Debarment	<u>✓</u>
Subcontractor Certification	<u>✓</u>
Contract	<u>✓</u>
Bidders Checklist & Addenda Acknowledgment	<u>✓</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials and Date	<u>CA</u> <u>8/29/18</u>	<u>CA</u> <u>8/29/18</u>	<u> </u>	<u> </u>	<u> </u>

Signed and dated this 29th day of August, 2018.

J-4 Excavating

CONTRACTOR:

Chancy Thomas
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: Baker Ranch Road improvement Project, Bid No. 072718.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Thursday, August 30, 2018.**

GILA COUNTY
CONTRACT NO. 072718 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and J-4 Excavating of the City of Payson, County of Gila, 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. 072718- Baker Ranch Road Improvement 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 072718 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.

ARTICLE IV – INDEMNIFICATION CLAUSE: The **Contractor** agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the

terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

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

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Betty Hurst, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **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:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **90 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)**.

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 \$483,532.36 **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. 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Timothy Humphrey, 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 Oblige) 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 Oblige for: **Bid No. 072718-Baker Ranch Road Improvement 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 _____, 2018.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **Bid No. 072718-Baker Ranch Road Improvement 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 _____, 2018.

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. 072718-BAKER RANCH ROAD IMPROVEMENT 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

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. JSTC INC. DBA		
2 Business name/disregarded entity name, if different from above J-4 Excavating		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 49821 N. Hwy 188	Requester's name and address (optional) Gila County	
6 City, state, and ZIP code Payson, Arizona 85541		
7 List account number(s) here (optional) 9		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Chancy Thomas

Date ►

7/31/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



**GILA COUNTY
BAKER RANCH ROAD IMPROVEMENT PROJECT
INVITATION FOR BIDS NO. 072718**

ADDENDUM #1:

DATE: 08/13/18

CLARIFICATIONS:

1. **QUESTION:** Do you have a Pre-Bid Conference Schedule? Is it Mandatory?
ANSWER: No there is no Pre-Bid Conference Schedule. It is not mandatory.
2. **QUESTION:** What is the estimated construction/project cost?
ANSWER: The estimated construction/project cost is \$652,021.
3. **QUESTION:** Have you listed any addenda for this project?
ANSWER: No addenda has been issued to date.
4. **QUESTION:** Are you working with an outside Engineer or Architect on this project?
ANSWER: Yes, see project plans for more information.

This concludes Addendum No. 1 to Invitation for Bid No. 072718

**INVITATION FOR BID NO. 072718
ADDENDUM #1**



**GILA COUNTY
BAKER RANCH ROAD IMPROVEMENT PROJECT
INVITATION FOR BIDS NO. 072718**

ADDENDUM #2:

DATE: 08/20/18

CLARIFICATIONS:

Please see Attachment A attached to this Addendum

SECTION 404 BITUMINOUS TREATMENTS:

404-5 Basis of Payment: of the Standard Specifications is modified to add:

This concludes Addendum No. 2 to Invitation for Bid No. 072718

**INVITATION FOR BID NO. 072718
ADDENDUM #2**

SECTION 404 BITUMINOUS TREATMENTS:

404-5 Basis of Payment: of the Standard Specifications is modified to add:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt, and emulsified asphalt.

The contract unit price for each item of bituminous material will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of the material as required, including the "initial cost" of bituminous material, but excluding any difference in the cost of bituminous material that occurs between the date of bid opening and the date that the material is used on the project.

A cost for bituminous material will be determined monthly by the Department based on the selling prices of asphalt cement published by the Asphalt Weekly Monitor, a publication of Poten & Partners, Inc. The cost will be the arithmetic average of the high and low selling prices for asphalt cement shown in the previous four reports for the Arizona/Utah and Southern California regions.

This cost will be deemed the "initial cost" (IC) for bituminous material for projects on which bids are opened during the following month. This cost will also be deemed the "current price" (CP) for bituminous material for the following month for projects in construction.

This value will be effective as of the last Wednesday of each month, and will be posted on the ADOT Contracts and Specifications Section website, on or shortly after the last Wednesday of month.

For each item of bituminous material for which there is a specific pay item, and for the bituminous material used in Asphaltic Concrete (Miscellaneous Structural), an adjustment will be made as follows for each month that a quantity of bituminous material was used on the project.

The "initial cost" (IC) for the month in which the project was bid will be compared with the "current price" (CP) as specified above for the appropriate current month. The "current price" (CP) will be as posted on the Department's website on the last Wednesday of each month, and will be used to adjust costs for bituminous material incorporated into the job during the following month (for example; bituminous material used in May will be adjusted, as specified herein, based on the "current price" (CP) for May as posted on the last Wednesday of April). Any difference in price between these two values will be applied to the quantity of eligible bituminous material incorporated into the work.

Determination of the eligible quantities of bituminous material will be based on contractor-furnished invoices, except as modified below.

The tons of emulsified products to which the adjustment will be applicable will be the tons of the emulsified asphalt prior to dilution.

Adjustments in compensation for emulsified asphalts will be made at 60 percent of either the increase or decrease.

The tons of Bituminous Material (Asphalt-Rubber) to which the adjustment will be applicable will be 0.80 multiplied times the total quantity of the item used. The adjustment will not apply to the 20 percent of the material which constitutes the crumb rubber additive.

The tons of bituminous material incorporated in Asphaltic Concrete (Miscellaneous Structural) or Asphaltic Concrete (Miscellaneous Structural-Special Mix) to which an adjustment will be applicable shall be as follows:

- (1) For mixes without reclaimed asphalt pavement (RAP), the adjustment will be equal to five percent of the quantity, measured in tons, of asphaltic concrete placed, regardless of the actual percentage of bituminous material incorporated into the mix.
- (2) For mixes with reclaimed asphalt pavement (RAP), the adjustment will be equal to four percent of the quantity, measured in tons, of asphaltic concrete placed, regardless of the actual percentage of bituminous material incorporated into the mix.
- (3) If the quantity of asphaltic concrete is measured by volume, the supplemental agreement establishing the method of measurement will specify the manner in which the tons of bituminous material eligible for the adjustment is determined.

The tons of bituminous materials which are paid for on the basis of testing by nuclear asphalt content gauge, ignition furnace, or other approved methods to which the adjustment will be applicable, are the tons which have been incorporated into the mixture.

When reclaimed asphalt pavement (RAP) is used in asphaltic concrete, only the virgin asphalt cement will be subject to a bituminous material price adjustment. RAP binder is not subject to a price adjustment.

No additional compensation will be made for any additional or increased charges, costs, expenses, taxes, etc., which the contractor may have incurred since the time of bidding and which may be the result of any increase in the "initial cost" of bituminous material.

Adjustment in unit prices of items governed by this provision will be made in the next regular monthly progress payment following actual use or application of the bituminous material.

Any adjustment in compensation made for bituminous material incorporated into the work after the expiration of the specified completion time set forth in the contract, or as may be extended in accordance with the provisions of Subsection 108.08, will be on the basis of the price of bituminous material shown on the Department's website and applicable for the date of the expiration of the specified completion time as hereinbefore specified.

EXHIBIT "K"

R
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BID RESULTS



GILA COUNTY

BID

TITLE: Baker Ranch Road Improvements

BID

DUE

NO.:

072718

DATE: 08/30/18-4:00 P.M.

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Intermountain West Civil Constructors, Inc.	684,676.90	
2	Hatch Construction	540,382.75	
3	Mangum Civil Constructors	517,841.22	
4	J-4 Excavating	483,532.36	
5	E.W. Parker Enterprises	554,894.92	
6	AZ Western Contracting	579,279.21	
7			
8			
9			
10			
11			



***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. 072718 Baker Ranch Road Improvement Project**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

InterMountain West Civil Constructors, Inc.

1564 N. Alma School Rd. Suite 200, Mesa, AZ 85201

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

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

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

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within ninety (90) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved

by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

If by a Corporation:

(SEAL)

Corporate Name: InterMountain West Civil Constructors, Inc.

Corporate Address: 1564 N. Alma School Rd. Suite 200, Mesa, AZ 85201

Incorporated under the laws of the State of: Arizona

By (Signature):



Date:

8/29/18

President: Michelle Randall

Secretary: Brett Haase

Treasurer: Kyle "Reese" Randall

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)

**BAKER RANCH ROAD IMPROVEMENT PROJECT
GILA COUNTY, ARIZONA**

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

Firm Name: InterMountain West Civil Constructors, Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 694,676.²⁰

WRITTEN TOTAL CONTRACT PRICE

SIX HUNDRED EIGHTY FOUR THOUSAND SIX HUNDRED SEVENTY^{50X} Dollars
and NINETY Cents.

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

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

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L. SUM	1	\$10,000.00	\$10,000.00
202-A	Remove Existing Asphaltic Concrete	SQ. YD.	174	\$25.00	\$4,350.00
202-B	Remove Existing 4" PVC Culvert	L. FT.	25	\$50.00	\$1,250.00
203	Grader Ditch	L. FT.	105	\$15.00	\$1,575.00
205	Grading Roadway for Pavement	SQ. YD.	12,435	\$4.00	\$49,740.00
208	Separation Geotextile Fabric	SQ. YD.	12,096	\$2.60	\$31,449.60
303	Aggregate Base, Class 2	CU. YD.	2,085	\$74.00	\$154,290.00
306	Geogrid Base Reinforcement	SQ. YD.	12,096	\$2.20	\$26,611.20
336	Pavement Termination	L. FT.	166	\$40.00	\$6,640.00
345	Adjust Survey Monument to Grade	EACH	1	\$800.00	\$800.00
409	Asphaltic Concrete (Misc. Structural)	TON	1,726	\$132.00	\$227,832.00
501	Pipe Culvert (Arch Pipe - 21" x 15")	L. FT.	25	\$150.00	\$3,750.00
701	Maintenance and Protection of Traffic	L. SUM	1	\$5,000.00	\$5,000.00
708-Y	Permanent Pavement Markings (4" Yellow Stripe)	L. FT.	10,310	\$0.55	\$5,670.50
708-W	Permanent Pavement Markings (18" White Stop Bar - 4" Equivalent = 284 L. FT.)	L. FT.	284	\$0.85	\$241.40
810	Erosion Control and Pollution Prevention	L. SUM	1	\$8,000.00	\$8,000.00
901	Mobilization	L. SUM	1	\$64,000.00	\$64,000.00
920	Pulverize Existing Chip Seal	SQ. YD.	5,827	\$3.60	\$20,977.20
924	Force Account Work (Unforeseen Conditions)	L. SUM	1	\$40,000.00	\$40,000.00
925	Construction Surveying & Layout	L. SUM	1	\$22,500.00	\$22,500.00

Total Base Bid **\$684,676.00**

SURETY (BID) BOND (BB-1)

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned InterMountain West Civil Constructors, Inc.
as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company,
a corporation duly organized under the laws of the State of Iowa,

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


WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 072718, BAKER RANCH ROAD IMPROVEMENT PROJECT

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

IN WITNESS WHEREOF, we hereunto set our hands and seals: August 21, 2018

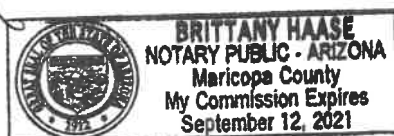
InterMountain West Civil Constructors, Inc.
Principal

By 
Title
SECRETARY

Brett Haase Subscribed and sworn
before me on this 28th day of
August, 2018.

My commission expires 09/12/2021.

Butt



Employers Mutual Casualty Company
Surety



By Attorney-in-Fact

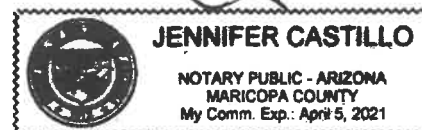
Melanie Ankeney

Address, Attorney-in-Fact

Subscribed and sworn to before me
this 21 day of August, 2018

My commission expires: 4-5-2021


Notary Public, Jennifer Castillo



**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT****KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
DAVID J. MCKEE, JOSEPH A. CLARKEN, III, PATRICK R. HEDGES, JENNIFER CASTILLO, MELANIE ANKENNEY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

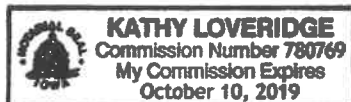
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

4th day of OCTOBER, 2017.

Seals



Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Todd Strother
Vice President

On this 4th day of OCTOBER AD 2017 before me
a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and
Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the
Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of
The Companies above; that the seals affixed to this instrument are the seals of said corporations;
that said instrument was signed and sealed on behalf of each of the Companies by authority
of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as
such officers, acknowledged the execution of said instrument to be the voluntary act and deed
of each of the Companies.

My Commission Expires October 10, 2019.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies,
and this Power of Attorney issued pursuant thereto on OCTOBER 4, 2017 on behalf of:
DAVID J. MCKEE, JOSEPH A. CLARKEN, III, PATRICK R. HEDGES, JENNIFER CASTILLO, MELANIE ANKENNEY

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of
each Company this 21 day of August 2018.

James D. Clough
Vice President

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

Purpose

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

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

Contract Number 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
InterMountain West Civil Constructors, Inc.
1564 N. Alma School Rd. Suite 200 Mesa, AZ 85201
602-888-0169
2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
 - e. List the specific qualifications the Contractor has in supplying the specified services.
 - f. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** .83
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
7. **Current Arizona Contractor License Number:** ROC# 145649



Signature of Authorized Representative

Brett Haase

Printed Name

Secretary

Title



CONTACT INFO

Michelle Randall, President
Tel (602) 888-0169
Cell (928) 970-0195
strandall@imwcc.net

LICENSES

ROC # 145649
ROC # 194358
DUNS # 102821428
AZ UTRACS # 15391
WOSB # 2005129504

NAICS CODES

237310, 237110, 237210,
237990, 238110, 238910,
238990, 236115, 236220

CERTIFICATES

SBA WOSB
Woman Owned Small Business



Specializing in asphalt concrete paving since 1994.

ABOUT US

IMWCC is a certified **Woman Owned Small Business (WOSB)** that specializes in **asphalt concrete paving and restoration of existing roadways**. We are a privately-held, type S corporation organized under State of Arizona law, which enjoys annual sales revenue in excess of \$5,000,000, and employs an average of 20 employees. Since inception in 1994, the business has grown to become a leading AZ contractor.

WHAT SETS US APART?

■ Experience

With over 20 years of experience that includes a broad spectrum of heavy civil engineering projects, IMWCC has the in-depth knowledge and experience to complete projects effectively—on time and within budget.

■ Bonding Capacity

For over 20 years, IMWCC has been in good standing with the same bonding agent. We have a surety bond program with single and aggregate limits for individual bonded projects of **\$9,500,000** with aggregate backlogs in excess of **\$15,000,000**.

■ Technology

We use InEight—a proven software technology—to estimate, manage, control and connect all aspects of our projects. Our team is constantly learning, growing and searching for new and innovative ways to develop our business.

■ Relationships

IMWCC maintains lasting relationships with our clients, subcontractors and suppliers. Our goal is to provide exceptional customer service and a quality end product at a fair price.

CORE SERVICES

- grading & paving
- utilities & drainage
- cutting & coring

Follow Us!



SOC 2P PRIME RV 1.26.17

WORK EXPERIENCE



■ **SR Hwy 86 Improvements—Sells, AZ**
IMWCC was the subcontractor for this ADOT highway improvement project located at SR Hwy 86 from mile post 123.9—128.8.
Scope of Work: asphalt concrete paving
\$1,379,047



■ **High Mountain Lakes Facility Improvements—16 Individual Locations**
The purpose of this Job Order Contract (JOC) for the AZ Game & Fish Department was to upgrade the parking, access, and recreational facilities to be Americans with Disabilities Act (ADA) compliant.
\$12,000,000



■ **Riggs Rd—Val Vista Dr to Recker Rd**
IMWCC was the prime contractor to the Town of Gilbert on this road improvement project.
Scope of Work: road widening, bike lanes, curb & gutter, sidewalk, street lights, landscaping, drainage, utilities, installation of full traffic signal, and modification of existing traffic signals.
\$10,197,710

TEAM MEMBERS

■ **President**—Michelle Randall—has a degree from NAU in Business Management and has 20+ years experience in accounting and construction management. She serves as the qualifying party and contact entity for IMWCC.

■ **Director of Field Operations**—Reese Randall—is educated in Civil Engineering and has been successfully managing all aspects of our operations since the company's inception in 1994.

■ **Operations Manager**—Brett Haase—is an ASU graduate of Construction Management. He has managed projects ranging from Commercial Buildings to Master Plan Developments for over 10 years.

■ **Office Manager**—Brittany Haase—has been managing Accounts Receivable, Accounts Payable, Reconciliations for Month End and Year End financials, and Tax Reporting for 10+ years at various companies.

■ **Project Supervisor**—Kyle Randall—is educated in Construction Management and Technology and has been estimating, supervising field crews and operating heavy equipment for over 6 years.

KEY CLIENTS

- Arizona Department of Transportation (ADOT)
- Arizona Game & Fish
- Tonto Apache Tribe
- National Park Service
- Tohono O'odham Nation
- Arizona Bureau of Land Management (BLM)
- Salt River Pima Maricopa Indian Community
- US Army Corps of Engineers



August 30th, 2018

**ATTN: Betty Hurst, Contracts Administrator
Gila County Procurement Department**

Re: Subcontractor List

**Baker Ranch Road Improvement Project
Arizona Bid Call No. 072718**

Dear Betty,

As requested on page 72 of the solicitation, Qualifications & Certification Form section 5.d below is a summary of the subcontractors we anticipate using:

- Northstar Surveying, Stephen R Perim RLS# 23955 & John Davis RLS# 24516
 - o John Davis, (928)-474-9646
- Franklin Striping, ROC A-15 - 115703
 - o Phil Kowalczyk, (480)-898-1180
- Pavement Recycling, ROC# 183900
 - o Kim Crenshaw, (623)-936-8800

Material Suppliers include but are not limited to:

- Border Construction Specialties
- Payson Concrete & Materials
- Pacific Corrugated

Thank you for your considerations,

Brett Haase
Secretary / Operations Manager



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:** Arizona Department of Transportation
Contact: Jon Lenzmeier
Phone: (928)-606-0590
Address: 200 N. Colcord Suite C Payson, AZ 85541

2. **Company:** City of Phoenix
Contact: David Bradley
Phone: (602)-534-7069
Address: 1034 E. Madison St. Phoenix, AZ 85034

3. **Company:** Town of Camp Verde
Contact: Ron Long
Phone: (928)-554-0821
Address: 395 S. Main St. Camp Verde, AZ 86322

4. **Company:** Arizona Game & Fish Department
Contact: Ron Christofferson
Phone: (623)-236-7481
Address: 5000 W. Carefree HWY. Phoenix, AZ 85086

InterMountain West Civil Constructors, Inc.

Name of Business



Signature of Authorized Representative

Secretary

Title

STATE OF ARIZONA)
COUNTY OF: Maricopa)ss
)

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Brett Haase, Secretary

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached

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

At the time of the submission of **Invitation for Bid No. 072718**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

InterMountain West Civil Constructors, Inc.

Name of Business



Signature of Authorized Representative

Secretary

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	<u>✓</u>
Bidding Schedule	<u>✓</u>
Surety (Bid) Bond	<u>✓</u>
Qualification & Certification Form	<u>✓</u>
Reference List	<u>✓</u>
Affidavit of Non-Collusion	<u>✓</u>
Certification Regarding Debarment	<u>✓</u>
Subcontractor Certification	<u>✓</u>
Contract	<u>✓</u>
Bidders Checklist & Addenda Acknowledgment	<u>✓</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials and Date	BH 8/13/18	BH 8/29/18	_____	_____	_____

Signed and dated this 29TH day of AUGUST, 2018.

InterMountain West Civil Constructors, Inc.

CONTRACTOR:

[Signature]
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: Baker Ranch Road Improvement Project, Bid No. 072718.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Thursday, August 30, 2018.**

GILA COUNTY
CONTRACT NO. 072718 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and ^{InterMountain West Civil} _____ of the City of Mesa, County of Maricopa, 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. 072718- Baker Ranch Road Improvement 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 072718 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.

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the

terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **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:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **90 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)**.

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 \$684,676.90 **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. 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

Timothy Humphrey, Chairman, Board of Supervisors

CONTRACTOR:

InterMountain West Civil Constructors, Inc.

Contractor Signature

BRETT HAASE
Print Name

ATTEST:

N/A
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

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, Brett Haase, representing
InterMountain West Civil Constructors, Inc. (company name)

do hereby warranty the work performed for the:

BID NO. 072718-BAKER RANCH ROAD IMPROVEMENT 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 8/29/18 Date

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

InterMountain West Civil Constructors, Inc.

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

IMWCC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1564 N. Alma School Rd, Ste 200

6 City, state, and ZIP code

Mesa, AZ 85201

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 6 - 0 7 5 3 0 4 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Michelle Randall

Date ► 12-01-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **Bid No. 072718 Baker Ranch Road Improvement Project**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

HATCH CONSTRUCTION & PAVING, INC

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

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

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

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



***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

by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

If by a Corporation:

(SEAL)

Corporate Name: HATCH CONSTRUCTION + PAVING INC

Corporate Address: 127 S MAIN, TAYLOR, AZ 85939

Incorporated under the laws of the State of: Arizona

By (Signature):  **Date:** 8/30/18

President: ERIC RITZ

Secretary: LYNN HATCH

Treasurer: LYNN Hatch

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)

**BAKER RANCH ROAD IMPROVEMENT PROJECT
GILA COUNTY, ARIZONA**

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

Firm Name: HATCH CONSTRUCTION & PAVING INC.

TOTAL CONTRACT PRICE, for the sum of \$ 540,382.75

WRITTEN TOTAL CONTRACT PRICE

FIVE HUNDRED FORTY THOUSAND THREE HUNDRED EIGHTY - TWO Dollars

and SEVENTY - FIVE Cents.

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

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

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L. SUM	1	2500.00	2500.00
202-A	Remove Existing Asphaltic Concrete	SQ. YD.	174	10.00	1740.00
202-B	Remove Existing 4" PVC Culvert	L. FT.	25	10.00	250.00
203	Grader Ditch	L. FT.	105	10.00	1050.00
205	Grading Roadway for Pavement	SQ. YD.	12,435	3.00	37,305.00
208	Separation Geotextile Fabric	SQ. YD.	12,096	2.00	24,192.00
303	Aggregate Base, Class 2	CU. YD.	2,085	59.00	123,015.00
306	Geogrid Base Reinforcement	SQ. YD.	12,096	2.00	24,192.00
336	Pavement Termination	L. FT.	166	10.00	1,660.00
345	Adjust Survey Monument to Grade	EACH	1	500.00	500.00
409	Asphaltic Concrete (Misc. Structural)	TON	1,726	114.00	196,764.00
501	Pipe Culvert (Arch Pipe - 21" x 15")	L. FT.	25	65.00	1,625.00
701	Maintenance and Protection of Traffic	L. SUM	1	4,500.00	4,500.00
708-Y	Permanent Pavement Markings (4" Yellow Stripe)	L. FT.	10,310	.35	3,608.50
708-W	Permanent Pavement Markings (18" White Stop Bar - 4" Equivalent = 284 L. FT.)	L. FT.	284	1.00	284.00
810	Erosion Control and Pollution Prevention	L. SUM	1	7000.00	7000.00
901	Mobilization	L. SUM	1	49,000.00	49,000.00
920	Pulverize Existing Chip Seal	SQ. YD.	5,827	1.75	10,197.25
924	Force Account Work (Unforeseen Conditions)	L. SUM	1	\$40,000.00	\$40,000.00
925	Construction Surveying & Layout	L. SUM	1	11,000.00	11,000.00

Total Base Bid 540,382.75

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 Hatch Construction & Paving, Inc.

as Principal, hereinafter called the Principal, and Hartford Casualty Insurance Co.

a corporation duly organized under the laws of the State of Indiana

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. 072718, BAKER RANCH ROAD IMPROVEMENT PROJECT

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

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

Hatch Construction & Paving, Inc.

Principal

By



Title

PRESIDENT

Hartford Casualty Insurance Co.

Surety

By Attorney-in-Fact Corinne B. Hayhurst

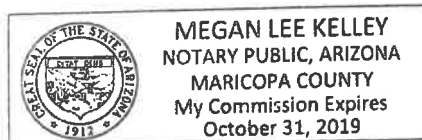
Address, Attorney-in-Fact

Subscribed and sworn to before me
this 22 day of August, 2018

My commission expires 10/31/2019

Notary Public

Megan Lee Kelley
Megan Lee Kelley



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Name: COMMERCIAL WEST INSURANCE AGENCY

Agency Code: 59-307001

KNOW ALL PERSONS BY THESE PRESENTS THAT:

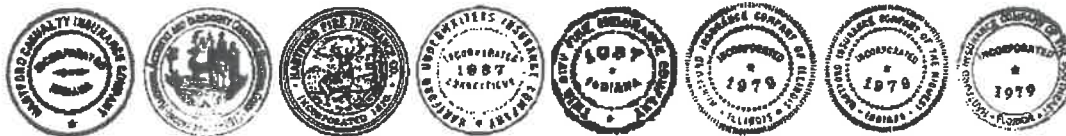
- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized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

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

Megan L. Bredeson, Ronda H. Epperson, Jacob H. Grover, Corinne B. Hayhurst, Bridgett Spagle, Lori Spelde, Jeffery L. Steed of GILBERT, Arizona

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko

Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 22, 2018

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

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. 072718, BAKER RANCH ROAD IMPROVEMENT PROJECT

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

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

Principal

Surety

By

By Attorney-in-Fact

Title

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

My commission expires: _____

Notary Public

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 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
HATCH CONSTRUCTION & PAVING INC
127 S. MAW, TAYLOR, AZ 85939
928 536 7213
2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
 - e. List the specific qualifications the Contractor has in supplying the specified services.
 - f. Gila County reserves the right to request additional information.

Founded in 1943, Hatch Construction & Paving, Inc. has over seventy five years of experience in construction, particularly in asphalt placement as well as earthwork. Our primary direct customers are public entities. Our corporate office is located at 127 S. Main Street in Taylor Arizona. Over the last few years, we have averaged roughly \$10M in annual contracting sales related to asphalt and aggregate sales.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** 1.51
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
7. **Current Arizona Contractor License Number:** 071421 A



Signature of Authorized Representative

ERIC RITZ

Printed Name

PRESIDENT

Title

GILA COUNTY
REFERENCE LIST (RL-1)

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

References

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

1. **Company:** ADOT SZ18501C
Contact: Randy Routhier
Phone: 928-532-2345
Address: 200 W. McNeil Show Low AZ
2. **Company:** ADOT H 869001C
Contact: Randy Routhier
Phone: 928-532-2345
Address: 200 W. McNeil Show Low AZ
3. **Company:** City of Show Low / Park Valley R-1217
Contact: Shane Hemmesath
Phone: 928-532-4000
Address: 180 N. 9th Street Show Low, AZ
4. **Company:** Gila County
Contact: Mark Guerena
Phone: 928-402-8743
Address: 1400 Eash St. Globe AZ

HATCH CONSTRUCTION & PAVING INC
Name of Business


Signature of Authorized Representative

PRESIDENT
Title

STATE OF ARIZONA)
COUNTY OF: Navajo)ss
)

That he is PRESIDENT (Title)
of HATCH CONSTRUCTION + PAVING INC and (Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 072718, BAKER RANCH ROAD IMPROVEMENT PROJECT** and,

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

That neither he nor anyone associated with the said _____

HATCH CONSTRUCTION & PAVING INC
(Name of Business)

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

HATCH CONSTRUCTION & PAVING INC
Name of Business

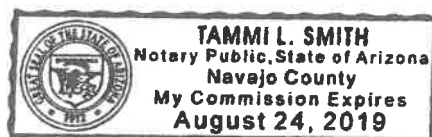
By

PRESIDENT
Title

Subscribed and sworn to before me this 28 day of August, 2018.

Jammi L Smith
Notary Public

My Commission expires: 8-24-19



CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

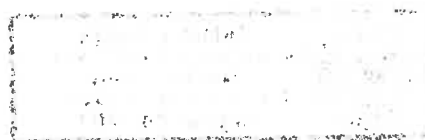
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Eric Ritz President
Typed Name and Title of Authorized Representative


Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached



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

At the time of the submission of **Invitation for Bid No. 072718**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

HATCH CONSTRUCTION + PAVING INC

Name of Business



Signature of Authorized Representative

PRESIDENT

Title

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

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

X
X
X
X
X
X
X
X
X
X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials and Date	<u>SL</u> <u>8/27/18</u>	<u>SL</u> <u>8/27/18</u>	_____	_____	_____

Signed and dated this 30th day of AUGUST, 2018.

HATCH CONSTRUCTION & PAVING INC

CONTRACTOR:

BY: 

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: Baker Ranch Road Improvement Project, Bid No. 072718.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Thursday, August 30, 2018.**

**GILA COUNTY
CONTRACT NO. 072718 (C-1 TO C-7)**

THIS AGREEMENT, made and entered into this _____ day of _____, **2018**, 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. 072718- Baker Ranch Road Improvement 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 072718 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.

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the

terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **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:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **90 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)**.

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. 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Timothy Humphrey, 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. 072718-Baker Ranch Road Improvement 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 _____, 2018.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **Bid No. 072718-Baker Ranch Road Improvement 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 _____, 2018.

Principal _____ Seal _____

Surety _____ Seal _____

By: _____

Agency of Record _____

By: _____

Arizona Countersignature _____

Agency Address _____

Address _____

Phone Number _____

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)

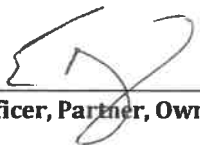
I, ERIC R. H., representing
HATCH CONSTRUCTION & RANCH, INC. (company name)

do hereby warranty the work performed for the:

BID NO. 072718-BAKER RANCH ROAD IMPROVEMENT 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) 8/22/18 Date

APPENDIX A

REFERENCED

MAG

STANDARD

DETAILS

AND

SPECIFICATIONS

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. HATCH Construction & Paving, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 127	Requester's name and address (optional)	
6 City, state, and ZIP code Taylor, AZ 85939		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
8	6		-	0	4	6	6	1	2	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



*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. 072718 Baker Ranch Road Improvement Project**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Mangum Civil Constructors, Inc

1075 E Salter Dr., Phx. Az. 85024

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

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

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

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within ninety (90) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved

by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

If by a Corporation:

(SEAL)

Corporate Name: Mangum Civil Constructors, Inc

Corporate Address: 1075 E Salter Dr., Phx. Az. 85024

Incorporated under the laws of the State of : Arizona

By (Signature):  **Date:** 8/30/2018

President: Christopher J Cordell

Secretary: Jeffery Luke Plante

Treasurer: Christopher J Cordell

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)

**BAKER RANCH ROAD IMPROVEMENT PROJECT
GILA COUNTY, ARIZONA**

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

Firm Name: Mangum Civil Constructors, Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 517,841.22

WRITTEN TOTAL CONTRACT PRICE

Five hundred seventeen thousand eight hundred forty-one **Dollars**

and twenty-two **Cents.**

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

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

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L. SUM	1	1500.00	1500.00
202-A	Remove Existing Asphaltic Concrete	SQ. YD.	174	9.00	1566.00
202-B	Remove Existing 4" PVC Culvert	L. FT.	25	10.00	250.00
203	Grader Ditch	L. FT.	105	25.00	2625.00
205	Grading Roadway for Pavement	SQ. YD.	12,435	1.35	16787.25
208	Separation Geotextile Fabric	SQ. YD.	12,096	1.75	21168.00
303	Aggregate Base, Class 2	CU. YD.	2,085	65.20	135942.00
306	Geogrid Base Reinforcement	SQ. YD.	12,096	1.75	21168.00
336	Pavement Termination	L. FT.	166	10.00	1660.00
345	Adjust Survey Monument to Grade	EACH	1	500.00	500.00
409	Asphaltic Concrete (Misc. Structural)	TON	1,726	110.00	189860.00
501	Pipe Culvert (Arch Pipe - 21" x 15")	L. FT.	25	60.00	1500.00
701	Maintenance and Protection of Traffic	L. SUM	1	13000.00	13000.00
708-Y	Permanent Pavement Markings (4" Yellow Stripe)	L. FT.	10,310	0.19	1958.90
708-W	Permanent Pavement Markings (18" White Stop Bar - 4" Equivalent = 284 L. FT.)	L. FT.	284	3.00	852.00
810	Erosion Control and Pollution Prevention	L. SUM	1	3200.00	3200.00
901	Mobilization	L. SUM	1	35000.00	35000.00
920	Pulverize Existing Chip Seal	SQ. YD.	5,827	1.41	8216.07
924	Force Account Work (Unforeseen Conditions)	L. SUM	1	\$40,000.00	\$40,000.00
925	Construction Surveying & Layout	L. SUM	1	21088.00	21088.00

Total Base Bid \$517,841.22

SURETY (BID) BOND (BB-1)

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Mangum Civil Constructors, Inc.,
as Principal, hereinafter called the Principal, and Western Surety Company,
a corporation duly organized under the laws of the State of South Dakota

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. 072718, BAKER RANCH ROAD IMPROVEMENT PROJECT

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

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

Principal Mangum Civil Constructors, Inc.

By

Title VICE PRESIDENT

Surety Western Surety Company

By Attorney-in-Fact

Melanie Ankeney

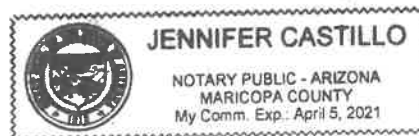
7220 N. 16th Street, Building K, Phoenix, AZ 85020

Address, Attorney-in-Fact

Subscribed and sworn to before me
this 27th day of August, 2018

My commission expires: 4-5-2021

Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**David J McKee, Joseph A Clarken III, Jennifer Castillo, Patrick R Hedges, Melanie Ankeney,
Individually**

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of July, 2018.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 31st day of July, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27 day of August, 2018.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

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 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Mangum Civil Constructors, Inc.
1075 E Salter Dr
Phx., Az. 85024
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:** 0.68
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:** 290160



Signature of Authorized Representative

Jeffery Luke Plante

Printed Name

Vice President

Title

GILA COUNTY
REFERENCE LIST (RL-1)

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

References

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

1. **Company:** Wilson Construction, Inc
Contact: Mace Pevler
Phone: 971-409-3664
Address: 1190 NW 3rd Ave. Canby, Or. 97013

2. **Company:** Diamond Resorts International
Contact: Vicki Nelson
Phone: 480-202-0883
Address: 16858 North Perimeter Dr. Scottsdale, Az.

3. **Company:** State Constructors, Inc
Contact: Buddy Randall
Phone: 928-978-0440
Address: 318 W Aero Dr. Payson, Az. 85541

4. **Company:** T&T Construction, Inc
Contact: Ben Siegert
Phone: 623-210-5283
Address: 12014 N Falcon Dr. Fountain Hills, Az

Mangum Civil Constructors, Inc

Name of Business



Signature of Authorized Representative

Vice President

Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Jeffery Luke Plante

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached

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

At the time of the submission of **Invitation for Bid No. 072718**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

Mangum Civil Constructors, Inc

Name of Business



Signature of Authorized Representative

Vice President

Title

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

Proposal	<u>x</u>
Bidding Schedule	<u>x</u>
Surety (Bid) Bond	<u>K</u>
Qualification & Certification Form	<u>x</u>
Reference List	<u>x</u>
Affidavit of Non-Collusion	<u>x</u>
Certification Regarding Debarment	<u>x</u>
Subcontractor Certification	<u>x</u>
Contract	<u>x</u>
Bidders Checklist & Addenda Acknowledgment	<u>x</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials and Date	<u>08/13/2018</u>	<u>08/20/2018</u>	<u> </u>	<u> </u>	<u> </u>

Signed and dated this 30th day of August, 2018.

Mangum Civil Constructors, Inc

CONTRACTOR:



BY: Jeffery Luke Plante

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: Baker Ranch Road Improvement Project, Bid No. 072718.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Thursday, August 30, 2018.**

GILA COUNTY
CONTRACT NO. 072718 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, 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. **072718- Baker Ranch Road Improvement 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 072718 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.

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the

terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **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:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **90 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)**.

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 \$ 517,841.22 **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. 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Timothy Humphrey, Chairman, Board of Supervisors



Contractor Signature

Jeffery Luke Plante

Print Name

ATTEST:

Witness (If Contractor is Individual)

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

STATUTORY PERFORMANCE BOND (CPB-1)
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the 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. 072718-Baker Ranch Road Improvement 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 _____, 2018.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **Bid No. 072718-Baker Ranch Road Improvement 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 _____, 2018.

Principal Seal

Surety Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)


I, Jeffery Luke Plante, representing
Mangum Civil Constructors, Inc (company name)

do hereby warranty the work performed for the:

BID NO. 072718-BAKER RANCH ROAD IMPROVEMENT 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) 8/30/2018
Date



**GILA COUNTY
BAKER RANCH ROAD IMPROVEMENT PROJECT
INVITATION FOR BIDS NO. 072718**

ADDENDUM #1:

DATE: 08/13/18

CLARIFICATIONS:

1. **QUESTION:** Do you have a Pre-Bid Conference Schedule? Is it Mandatory?
ANSWER: No there is no Pre-Bid Conference Schedule. It is not mandatory.
2. **QUESTION:** What is the estimated construction/project cost?
ANSWER: The estimated construction/project cost is \$652,021.
3. **QUESTION:** Have you listed any addenda for this project?
ANSWER: No addenda has been issued to date.
4. **QUESTION:** Are you working with an outside Engineer or Architect on this project?
ANSWER: Yes, see project plans for more information.

This concludes Addendum No. 1 to Invitation for Bid No. 072718



**GILA COUNTY
BAKER RANCH ROAD IMPROVEMENT PROJECT
INVITATION FOR BIDS NO. 072718**

ADDENDUM #2:

DATE: 08/20/18

CLARIFICATIONS:

Please see Attachment A attached to this Addendum

SECTION 404 BITUMINOUS TREATMENTS:

404-5 Basis of Payment: of the Standard Specifications is modified to add:

This concludes Addendum No. 2 to Invitation for Bid No. 072718

SECTION 404 BITUMINOUS TREATMENTS:

404-5 Basis of Payment: of the Standard Specifications is modified to add:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt, and emulsified asphalt.

The contract unit price for each item of bituminous material will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of the material as required, including the "initial cost" of bituminous material, but excluding any difference in the cost of bituminous material that occurs between the date of bid opening and the date that the material is used on the project.

A cost for bituminous material will be determined monthly by the Department based on the selling prices of asphalt cement published by the Asphalt Weekly Monitor, a publication of Poten & Partners, Inc. The cost will be the arithmetic average of the high and low selling prices for asphalt cement shown in the previous four reports for the Arizona/Utah and Southern California regions.

This cost will be deemed the "initial cost" (IC) for bituminous material for projects on which bids are opened during the following month. This cost will also be deemed the "current price" (CP) for bituminous material for the following month for projects in construction.

This value will be effective as of the last Wednesday of each month, and will be posted on the ADOT Contracts and Specifications Section website, on or shortly after the last Wednesday of month.

For each item of bituminous material for which there is a specific pay item, and for the bituminous material used in Asphaltic Concrete (Miscellaneous Structural), an adjustment will be made as follows for each month that a quantity of bituminous material was used on the project.

The "initial cost" (IC) for the month in which the project was bid will be compared with the "current price" (CP) as specified above for the appropriate current month. The "current price" (CP) will be as posted on the Department's website on the last Wednesday of each month, and will be used to adjust costs for bituminous material incorporated into the job during the following month (for example; bituminous material used in May will be adjusted, as specified herein, based on the "current price" (CP) for May as posted on the last Wednesday of April). Any difference in price between these two values will be applied to the quantity of eligible bituminous material incorporated into the work.

Determination of the eligible quantities of bituminous material will be based on contractor-furnished invoices, except as modified below.

The tons of emulsified products to which the adjustment will be applicable will be the tons of the emulsified asphalt prior to dilution.

Adjustments in compensation for emulsified asphalts will be made at 60 percent of either the increase or decrease.

The tons of Bituminous Material (Asphalt-Rubber) to which the adjustment will be applicable will be 0.80 multiplied times the total quantity of the item used. The adjustment will not apply to the 20 percent of the material which constitutes the crumb rubber additive.

The tons of bituminous material incorporated in Asphaltic Concrete (Miscellaneous Structural) or Asphaltic Concrete (Miscellaneous Structural-Special Mix) to which an adjustment will be applicable shall be as follows:

- (1) For mixes without reclaimed asphalt pavement (RAP), the adjustment will be equal to five percent of the quantity, measured in tons, of asphaltic concrete placed, regardless of the actual percentage of bituminous material incorporated into the mix.
- (2) For mixes with reclaimed asphalt pavement (RAP), the adjustment will be equal to four percent of the quantity, measured in tons, of asphaltic concrete placed, regardless of the actual percentage of bituminous material incorporated into the mix.
- (3) If the quantity of asphaltic concrete is measured by volume, the supplemental agreement establishing the method of measurement will specify the manner in which the tons of bituminous material eligible for the adjustment is determined.

The tons of bituminous materials which are paid for on the basis of testing by nuclear asphalt content gauge, ignition furnace, or other approved methods to which the adjustment will be applicable, are the tons which have been incorporated into the mixture.

When reclaimed asphalt pavement (RAP) is used in asphaltic concrete, only the virgin asphalt cement will be subject to a bituminous material price adjustment. RAP binder is not subject to a price adjustment.

No additional compensation will be made for any additional or increased charges, costs, expenses, taxes, etc., which the contractor may have incurred since the time of bidding and which may be the result of any increase in the "initial cost" of bituminous material.

Adjustment in unit prices of items governed by this provision will be made in the next regular monthly progress payment following actual use or application of the bituminous material.

Any adjustment in compensation made for bituminous material incorporated into the work after the expiration of the specified completion time set forth in the contract, or as may be extended in accordance with the provisions of Subsection 108.08, will be on the basis of the price of bituminous material shown on the Department's website and applicable for the date of the expiration of the specified completion time as hereinbefore specified.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Manqum Civil Constructors, Inc.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1075 E. Salter Dr.

6 City, state, and ZIP code

Phoenix, AZ 85024

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 5 - 2 8 3 3 8 3 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 08/30/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



***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. 072718 Baker Ranch Road Improvement Project**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

JSTC Inc. DBA J-4 Excavating

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

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

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

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within ninety (90) 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: JSTC Inc. DBA J-4 Excavating

Corporate Address: 49821 N. Hwy 188, Payson, AZ 85541

Incorporated under the laws of the State of : Arizona

By (Signature): Chancy Thomas **Date:** 8/29/18

President: Shelly Brown

Secretary: Chancy Thomas

Treasurer: Trevor Brown

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)

**BAKER RANCH ROAD IMPROVEMENT 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: J-4 Excavating

TOTAL CONTRACT PRICE, for the sum of \$ 483,532.36

WRITTEN TOTAL CONTRACT PRICE

Four hundred eighty three thousand five hundred thirty two Dollars
and thirty six Cents.

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

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

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L. SUM	1	\$521.45	\$521.45
202-A	Remove Existing Asphaltic Concrete	SQ. YD.	174	\$10.43	\$1,814.82
202-B	Remove Existing 4" PVC Culvert	L. FT.	25	\$2.09	\$52.25
203	Grader Ditch	L. FT.	105	\$2.09	\$219.45
205	Grading Roadway for Pavement	SQ. YD.	12,435	\$2.92	\$36,310.20
208	Separation Geotextile Fabric	SQ. YD.	12,096	\$1.78	\$21,530.88
303	Aggregate Base, Class 2	CU. YD.	2,085	\$50.06	\$104,375.10
306	Geogrid Base Reinforcement	SQ. YD.	12,096	\$2.02	\$24,433.92
336	Pavement Termination	L. FT.	166	\$12.52	\$2,078.32
345	Adjust Survey Monument to Grade	EACH	1	\$260.73	\$260.73
409	Asphaltic Concrete (Misc. Structural)	TON	1,726	\$106.38	\$183,611.88
501	Pipe Culvert (Arch Pipe - 21" x 15")	L. FT.	25	\$52.15	\$1,303.75
701	Maintenance and Protection of Traffic	L. SUM	1	\$10,220.42	\$10,220.42
708-Y	Permanent Pavement Markings (4" Yellow Stripe)	L. FT.	10,310	\$1.15	\$11,856.50
708-W	Permanent Pavement Markings (18" White Stop Bar - 4" Equivalent = 284 L. FT.)	L. FT.	284	\$1.15	\$326.60
810	Erosion Control and Pollution Prevention	L. SUM	1	\$11,263.32	\$11,263.32
901	Mobilization	L. SUM	1	\$9,698.97	\$9,698.97
920	Pulverize Existing Chip Seal	SQ. YD.	5,827	\$1.04	\$6060.08
924	Force Account Work (Unforeseen Conditions)	L. SUM	1	\$40,000.00	\$40,000.00
925	Construction Surveying & Layout	L. SUM	1	\$17,593.72	\$17,593.72

Total Base Bid \$483,532.36

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 JSTC, Inc. dba J-4Excavating,
as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company,
a corporation duly organized under the laws of the State of New Hampshire

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

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 072718, BAKER RANCH ROAD IMPROVEMENT PROJECT

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

IN WITNESS WHEREOF, we hereunto set our hands and seals: August 29, 2018

JSTC, Inc. dba J-4 Excavating
Principal

By

Joe A Brown

Title OWNER

The Ohio Casualty Insurance Company
Surety

By Attorney-in-Fact *Taylor J. Winstead*
2855 E. Brown Rd., Ste. 9, Mesa, AZ 85213

Address, Attorney-in-Fact
Subscribed and sworn to before me
this 29th day of August, 2018

My commission expires: 9/10/2020

Notary Public

Cynthia Kleiner
Cynthia Kleiner



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8110813

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cynthia Kleiner, Alec Kleiner, Christopher D. Morrow, David J. Wilstead, Taylor J. Wilstead

all of the city of MESA, state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of May, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of May, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of August, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

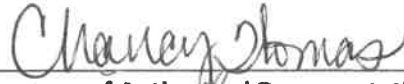
The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
J-4 Excavating
49821 N. Hwy 188, Payson, AZ 85541
928-479-2351
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:** 0.86

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:** ROC246408



Signature of Authorized Representative

Chancy Thomas

Printed Name

Secretary

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: | <u>APS</u> |
| Contact: | <u>Bill Roberson</u> |
| Phone: | <u>928-587-0636</u> |
| Address: | <u>Joseph City, AZ</u> |
| | |
| 2. Company: | <u>Pride Contracting</u> |
| Contact: | <u>JR Pryke</u> |
| Phone: | <u>602-721-1826</u> |
| Address: | <u>Payson, AZ</u> |
| | |
| 3. Company: | <u>APS</u> |
| Contact: | <u>Mike Hancock</u> |
| Phone: | <u>928-243-8420</u> |
| Address: | <u>Joseph City, AZ</u> |
| | |
| 4. Company: | <u>APS</u> |
| Contact: | <u>Rusty Westover</u> |
| Phone: | <u>928-587-2590</u> |
| Address: | <u>Joseph City, AZ</u> |

J-4 Excavating

Name of Business

Charney Thomas

Signature of Authorized Representative

Secretary

Title

STATE OF ARIZONA

COUNTY OF:

Page 75 of 87

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Chancy Thomas (Secretary)

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached

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

At the time of the submission of **Invitation for Bid No. 072718**, 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.

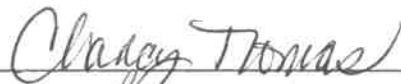
Yes ☒ it is my intention to subcontract a portion of the work.

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

Western Technologies Inc.
ROC260996
Carrie Asher
928-774-8700
Material Testing

J-4 Excavating

Name of Business



Signature of Authorized Representative

Secretary

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:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
Proposal	<u>✓</u>
Bidding Schedule	<u>✓</u>
Surety (Bid) Bond	<u>✓</u>
Qualification & Certification Form	<u>✓</u>
Reference List	<u>✓</u>
Affidavit of Non-Collusion	<u>✓</u>
Certification Regarding Debarment	<u>✓</u>
Subcontractor Certification	<u>✓</u>
Contract	<u>✓</u>
Bidders Checklist & Addenda Acknowledgment	<u>✓</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials and	<u>CA</u>	<u>CS</u>			
Date	<u>8/29/18</u>	<u>8/29/18</u>	<u> </u>	<u> </u>	<u> </u>

Signed and dated this 29th day of August, 2018.

J-4 Excavating

CONTRACTOR:

Chancy Thomas

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: Baker Ranch Road improvement Project, Bid No. 072718.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Thursday, August 30, 2018.**

**GILA COUNTY
CONTRACT NO. 072718 (C-1 TO C-7)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, 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. 072718- Baker Ranch Road Improvement 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 072718 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.

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the

terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **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:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **90 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)**.

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. 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Timothy Humphrey, 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. 072718-Baker Ranch Road Improvement 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 _____, 2018.

Principal Seal

Surety Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____ (hereinafter called the Principal), as Principal,

and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **Bid No. 072718-Baker Ranch Road Improvement 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 _____, 2018.

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. 072718-BAKER RANCH ROAD IMPROVEMENT 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

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. JSTC INC. DBA	
2 Business name/disregarded entity name, if different from above J-4 Excavating	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 49821 N. Hwy 188	Requester's name and address (optional) Gila County
6 City, state, and ZIP code Payson, Arizona 85541	
7 List account number(s) here (optional)	
g	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Chancy Thomas

Date ► **7/31/18**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



***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. 072718 Baker Ranch Road Improvement Project**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

E. W. Parker Enterprises LLC
PO Box 1292
Payson Az 85547

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

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

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

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within ninety (90) 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: EW Parker Enterprises LLC

Corporate Address: PO Box 1292 Payson AZ 85547

Incorporated under the laws of the State of: Arizona

By (Signature):  Date: 3/22/04

President: Ty E Parker - member

Secretary: Edwin W Parker - member

Treasurer: Cory W Parker - member

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)

**BAKER RANCH ROAD IMPROVEMENT 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: E W Parker Enterprises LLC

TOTAL CONTRACT PRICE, for the sum of \$ 554,894.92

WRITTEN TOTAL CONTRACT PRICE

Five hundred fifty four thousand eight hundred ninety four dollar
and ninety-two Cents.

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

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

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L. SUM	1	18000 ⁰⁰	18000 ⁰⁰
202-A	Remove Existing Asphaltic Concrete	SQ. YD.	174	10 ⁰⁰	1740 ⁰⁰
202-B	Remove Existing 4" PVC Culvert	L. FT.	25	4 ⁰⁰	100 ⁰⁰
203	Grader Ditch	L. FT.	105	20 ⁰⁰	2100 ⁰⁰
205	Grading Roadway for Pavement	SQ. YD.	12,435	5.28	65,656 ⁸⁰
208	Separation Geotextile Fabric	SQ. YD.	12,096	1.47	17781 ¹²
303	Aggregate Base, Class 2	CU. YD.	2,085	44 ⁰⁰	91740 ⁰⁰
306	Geogrid Base Reinforcement	SQ. YD.	12,096	2.11	25522 ⁵⁶
336	Pavement Termination	L. FT.	166	20 ⁰⁰	3320 ⁰⁰
345	Adjust Survey Monument to Grade	EACH	1	400 ⁰⁰	400 ⁰⁰
409	Asphaltic Concrete (Misc. Structural)	TON	1,726	105.64	182334 ⁶⁴
501	Pipe Culvert (Arch Pipe - 21" x 15")	L. FT.	25	92 ⁰⁰	2300 ⁰⁰
701	Maintenance and Protection of Traffic	L. SUM	1		25,000 ⁰⁰
708-Y	Permanent Pavement Markings (4" Yellow Stripe)	L. FT.	10,310	3.82	3917 ⁸⁰
708-W	Permanent Pavement Markings (18" White Stop Bar - 4" Equivalent = 284 L. FT.)	L. FT.	284	10.50	2982 ⁰⁰
810	Erosion Control and Pollution Prevention	L. SUM	1		27000 ⁰⁰
901	Mobilization	L. SUM	1		6000 ⁰⁰
920	Pulverize Existing Chip Seal	SQ. YD.	5,827		10100 ⁰⁰
924	Force Account Work (Unforeseen Conditions)	L. SUM	1	\$40,000.00	\$40,000.00
925	Construction Surveying & Layout	L. SUM	1		29000 ⁰⁰

Total Base Bid 554,894.92

SURETY (BID) BOND (BB-1)

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

See attached document

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 Oblige, hereinafter called the Oblige, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 072718, BAKER RANCH ROAD IMPROVEMENT PROJECT

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

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

Principal

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



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MONTI HANCOCK, JOSH RABAN, OF TAYLOR, AZ

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
TWO MILLION DOLLARS(\$2,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

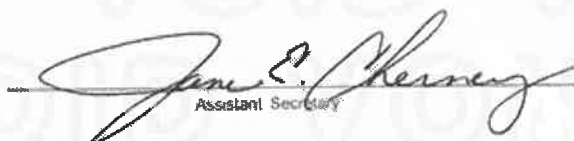
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice-president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice-president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

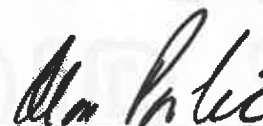
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of JULY, 2018.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

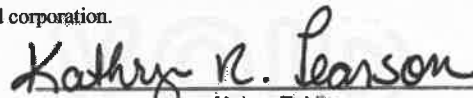
STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 10TH day of JULY, 2018

, personally came before me, Alan Pavlic and

Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

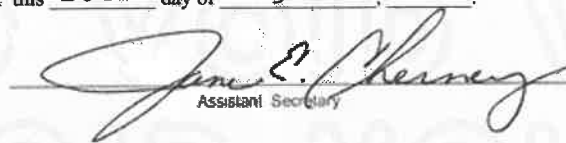
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

52-5847

Signed and sealed at the City of Brookfield, WI this 20th day of August, 2018.




Assistant Secretary

HANCOCK LEAVITT INS AGENCY INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

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 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

The applicant submitting this Bid warrants the following:

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

E. W. Parker Enterprises LLC
PO Box 1292
Payson AZ 85547
928-978-0902

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
- A brief history of the Contractors Firm.
 - A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.
 - 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.
 - 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.
 - List the specific qualifications the Contractor has in supplying the specified services.
 - Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** .98

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:** 192751

Signature of Authorized Representative

Edwin Wade Parker

Printed Name

Owner

Title

GILA COUNTY
REFERENCE LIST (RL-1)

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

References

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

1. **Company:**

Contact:

Phone:

Address:

2. **Company:**

Contact:

Phone:

Address:

3. **Company:**

Contact:

Phone:

Address:

4. **Company:**

Contact:

Phone:

Address:

Name of Business

Signature of Authorized Representative

Title

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

STATE OF ARIZONA)

)ss

COUNTY OF:)

Edwin Wade Parker

(Name of Individual)

being first duly sworn, deposes and says:

That he is OWNER

(Title)

of E.W. Parker Enterprises LLC and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 072718, BAKER RANCH ROAD IMPROVEMENT PROJECT** and,

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

That neither he nor anyone associated with the said _____

EW Parker Enterprises LLC
(Name of Business)

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

E.W. Parker Enterprises LLC
Name of Business

By [Signature]

OWNER
Title



Subscribed and sworn to before me this 28 day of August, 2018.

Jennifer L. Scott
Notary Public

My Commission expires:
June 14, 2021

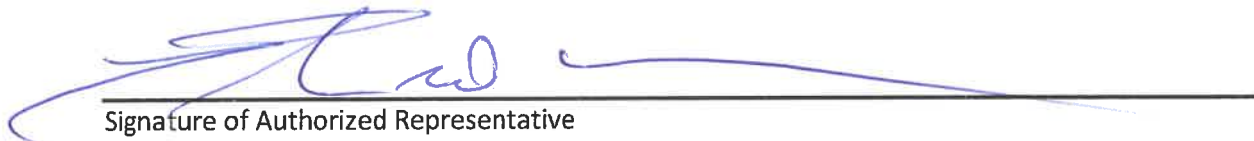
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

E. W. Parker Enterprises LLC
Typed Name and Title of Authorized Representative


Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached

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

At the time of the submission of **Invitation for Bid No. 072718**, 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.

EW Parker Enterprises LLC

Name of Business


Signature of Authorized Representative

owner

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

Certification Regarding Debarment

Subcontractor Certification

Contract

Bidders Checklist & Addenda Acknowledgment

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials and Date	EW P 8/13/18	EW P 8/29/18	_____	_____	_____

Signed and dated this 28th day of August, 2018.

EW Parker Enterprises LLC
CONTRACTOR:

Edwin W Parker
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: Baker Ranch Road Improvement Project, Bid No. 072718.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Thursday, August 30, 2018.**

GILA COUNTY
CONTRACT NO. 072718 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, **2018**, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and EN Baker Est. LLC of the City of Payson, County of Gila, 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. 072718- Baker Ranch Road Improvement 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 072718 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.

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the

terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **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:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **90 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)**.

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 \$ 554,894.92 **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. 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Timothy Humphrey, Chairman, Board of Supervisors

Contractor Signature

Edwin W. Parker
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

**DISCLAIMER**

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaim.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 192751 (Tuesday, August 21, 2018 1:09:50 PM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
E W Parker Enterprises LLC 910 S McLane Rd Payson, AZ 85541-5426 Phone:	CURRENT	A COMMERCIAL LLC	First Issued: 08/29/2006 Renewed Thru: 08/31/2018

License Class & Description **A GENERAL ENGINEERING****Comments**

●[SUSPENDED LACK OF BOND 12/18/2013 - 01/22/2014] ●[SUSPENDED LACK OF BOND 09/28/2012 - 01/10/2013]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Cory Wade Parker	Name Cory Wade Parker
Position QP/MEMBER	Position MEMBER
Qual. Date 08/29/2006	
Name Edwin Wade Parker	Name Margaret Hunt Parker
Position MEMBER	Position MEMBER

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the **Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762)** to identify the ROC office location you need to visit to view complete complaint documentation.

Open: 0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases	
Disciplined: 0	This is the number of complaints that resulted in discipline against this contractor.
Resolved/Settled/Withdrawn: 0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access: 0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy: 0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
A270047863	08/09/2016	\$50,000.00	\$0.00	\$50,000.00	platte river insurance company	

Bond [2] Information

Number	Effective	Amount	Paid	Available	Company	Notes
17988	02/14/2016	\$5,000.00	\$0.00	\$5,000.00	Western National Mutual Insurance Company	

Bond [3] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
7900392659	03/13/2013	12/18/2013	\$5,000.00	\$0.00	\$5,000.00	Nationwide Mutual Insurance Company	

Bond [4] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
66093997	10/26/2010	09/28/2012	\$5,000.00	\$0.00	\$5,000.00	AUTO OWNERS INSURANCE COMPANY	

Bond [5] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
41072785	08/29/2006	08/30/2010	\$5,000.00	\$0.00	\$5,000.00	PLATTE RIVER INSURANCE COMPANY	

A NEW WAY TO SIGN IN - If you already have
a SAM account, use your **SAM email** for login.gov.

[Log In](#)[Login.gov FAQs](#)

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

Search Results

Current Search Terms: e.w.parker* enterprises* llc*

Your search for "e.w.parker* enterprises* llc*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	E W Parker Enterprises LLC	Status: Active
DUNS: 144842478	CAGE Code: 354U9	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 09/12/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		



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WWW1

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

CONTRACT FORMS

Proposal	P-1 to P-3
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. 072718 Baker Ranch Road Improvement Project**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

AZ Western Contracting, Inc.

934 N. 103rd St., Mesa, AZ 85207

480-984-6589

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

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

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

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

Corporate Address: 934 N. 103rd St., Mesa, AZ 85507

Incorporated under the laws of the State of: ARIZONA

By (Signature):  Date: 8-30-2018
Jay R. Smith

President: Jay R. Smith

Secretary: Kathleen J. Durand

Treasurer: _____

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

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

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1 to BS-2)

**BAKER RANCH ROAD IMPROVEMENT 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: AZ Western Contracting, Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 579,279.21

WRITTEN TOTAL CONTRACT PRICE

Five Hundred Seventy-Nine Thousand Two Hundred Seventy-Nine Dollars
and Twenty-One Cents.

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

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

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L. SUM	1	16,000.00	16,000.00
202-A	Remove Existing Asphaltic Concrete	SQ. YD.	174	2.87	499.38
202-B	Remove Existing 4" PVC Culvert	L. FT.	25	20.00	500.00
203	Grader Ditch	L. FT.	105	2.72	285.60
205	Grading Roadway for Pavement	SQ. YD.	12,435	4.75	59,066.25
208	Separation Geotextile Fabric	SQ. YD.	12,096	1.33	16,087.68
303	Aggregate Base, Class 2	CU. YD.	2,085	82.00	170,970.00
306	Geogrid Base Reinforcement	SQ. YD.	12,096	1.27	15,361.92
336	Pavement Termination	L. FT.	166	2.41	400.06
345	Adjust Survey Monument to Grade	EACH	1	600.00	600.00
409	Asphaltic Concrete (Misc. Structural)	TON	1,726	93.73	161,777.98
501	Pipe Culvert (Arch Pipe - 21" x 15")	L. FT.	25	120.00	3,000.00
701	Maintenance and Protection of Traffic	L. SUM	1	5,000.00	5,000.00
708-Y	Permanent Pavement Markings (4" Yellow Stripe)	L. FT	10,310	0.35	3,608.50
708-W	Permanent Pavement Markings (18" White Stop Bar - 4" Equivalent = 284 L. FT.)	L. FT.	284	0.35	99.40
810	Erosion Control and Pollution Prevention	L. SUM	1	7,000.00	7,000.00
901	Mobilization	L. SUM	1	57,000.00	57,000.00
920	Pulverize Existing Chip Seal	SQ. YD.	5,827	1.72	10,022.44
924	Force Account Work (Unforeseen Conditions)	L. SUM	1	\$40,000.00	\$40,000.00
925	Construction Surveying & Layout	L. SUM	1	12,000.00	12,000.00

Total Base Bid 579,279.21

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 AZ Western Contracting, Inc.,

as Principal, hereinafter called the Principal, and Argonaut Insurance Company,

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

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. 072718, BAKER RANCH ROAD IMPROVEMENT PROJECT

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

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

AZ Western Contracting, Inc.

Principal

By Ray E. Smith

President / Director
Title

Argonaut Insurance Company

Surety

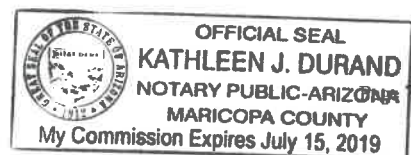
08/28/18

By Attorney-in-Fact / Gabriella Grady

20335 Ventura Blvd., Ste. 426
Woodland Hills, CA 91364

Address, Attorney-in-Fact

Subscribed and sworn to before me
this 28 day of August, 2018
My commission expires: 7-15-2019
Notary Public



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of surety ship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

 (Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 28th day of August, 2018.



Sarah Heineman

Sarah Heineman, VP-Underwriting Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)On AUG 28 2018 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared GABRIELLA GRADY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

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 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
AZ Western Contracting, Inc.
934 N. 103rd Street, MESA, AZ 85207
480-984-6589
2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
 - e. List the specific qualifications the Contractor has in supplying the specified services.
 - f. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** 1.00
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:** 314779



Signature of Authorized Representative

Jay R. Smith

Printed Name

President / Director

Title

AZ Western Contracting, Inc.

Proposed Subcontractor List

Baker Ranch Road Improvement

Gila County Project 072718

Subcontractor	Trade	AZ ROC License #
Falcon Contracting, Inc. 11030 N. 21 st Avenue Phoenix, AZ 85029 602-944-3614 Contact: Nikki Schultz	Striping	168973
Pavement Recycling Systems, Inc. 801 S. 71 st Avenue Phoenix, AZ 85043 623-936-8800 Contact: Kim Crenshaw	Asphalt Pulverizing	183900

August 30, 2018

To Whom It May Concern:

AZ Western Contracting, Inc. (AZWCI) was started and incorporated in the state of Arizona on May 25th, 2017.

The President and Director of AZ Western Contracting, Inc. is Jay R. Smith. Mr. Smith has over thirty (30) years in the civil construction industry with projects ranging from road and highway construction, concrete structure, bridge construction and restoration. With his broad experience in the civil construction industry, Jay Smith has managed and delivered a broad range of civil construction projects across the state of Arizona.

I have attached Jay Smith's resume and a partial listing of completed projects which he has managed over the years. In addition, I have also included a listing of AZWCI's completed projects to date under Jay Smith's direction.

AZWCI has proven under Jay Smith's direction that we can deliver quality projects on schedule and within the allotted budgets.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Kathy Durand", written in a cursive style.

Kathy Durand

Secretary

AZ Western Contracting, Inc.

attachments

Jay Smith

934 N. 103rd St.

Mesa, AZ 85207

(480) 462-8204

jsmith@azwestern.org

Qualification Highlights

Project Management	Project Coordination	Project Supervision
Estimating	Roads and Bridges	Structures
JOC Management	Earthwork	Underground Utilities
Paving	CMAR Coordination	Subcontractor Management

Employment:

2016 – 2017 Project Superintendent – DBA Construction – Phoenix, AZ

Managed numerous bridge and road projects; supervised subcontracted work; ordered materials and supplies; ensured project was on schedule and within budget. Project work scopes included scour protection, earthwork/excavation, paving, underground pipe and concrete flatwork.

2003 – 2016 Project Superintendent – J. Banicki Construction – Tempe, AZ

Main project superintendent for the majority of the city and county General Construction JOC projects. Over 30 years of construction experience with roles ranging from a laborer and estimator to Project Superintendent and Project Manager, managing numerous road, bridge and concrete projects.

2001-2003 Lead Estimator/Project Manager – Bison Contracting – Phoenix, AZ

Estimated bridge and road projects. As Project Manager, managed numerous bridge and road projects throughout Arizona.

1998-2001 Project Superintendent – J. Banicki Construction – Tempe, AZ

Managed numerous bridge and road projects; supervised subcontracted work; ordered materials and supplies; ensured project was on schedule and within budget. Project work scopes included scour protection, earthwork/excavation, paving, underground pipe and concrete flatwork.

1997-1998 Project Superintendent – Bison Contracting – Phoenix, AZ

Managed numerous bridge and road projects; supervision of construction crews, subcontractor scheduling and work performance; materials ordering; ensuring projects were on schedule and within budget. Projects work scopes included bridge rehabilitation, road widening, drainage improvements, scour protection, earthwork/excavation, underground pipe installation and concrete pipe work.

1995-1997 Carpenter Foreman – Sundt Corporation – Tempe, AZ

Supervised carpenter crews for several bridge projects.

1985-1995 Carpenter Foreman – JWI Contracting – Phoenix, AZ

Laborer/carpenter foreman with work scope including managing post tension bridges, girder bridges, box culverts and paving.

Education: Phoenix College – Phoenix, AZ - 1988 Blueprint Reading Course

Phoenix College – Phoenix, AZ – 1984-1986

Arizona A General Engineering Examination (passed) – July 25, 2000

Arizona Business management Examination (passed) – July 25, 2000

OSHA 10 Hour Certification, 2013

Trench Safety/Excavation Competent Person

Valley Metro Light Rail Track Safety Training

Comprehensive Dust Control Coordinator Certification

JOC/CMAR/DB Continuing Education

CPR, Standard First Aid Certified

Certified Flagging & Traffic Control Training

Projects: Glendale Park & Ride (GC) – Project Superintendent – 10,900,000

Construct park and ride facility/388 parking spaces w/overflow parking. Construct building including restroom, security room, storage and janitor rooms. Facility consists of covered public platforms, parking canopies and public walkways.

ASU Tempe Transit Center (CMAR) – Project Superintendent – 1,500,000

Construction of a bus transit station adjacent to the Valley Metro Light Rail station at Rural Rd. south of University Drive. Major project features include: passenger drop-off area, bus shelters, lighting, pedestrian platform and walkways, storm drainage system, benches and trash receptacles, bus access drive, asphalt paving and PCCP, landscaping, signage and striping. Extensive utility relocation and coordination with ASU and SRP.

Lake Pleasant Parkway Sound Wall (CM@R) – Project Superintendent – 2,252,171

Remove existing rear property wall; replace with 10' to 15' high sound wall along residencies. Other work items included grading of greenbelt, placement of decomposed granite, additional courses of block and reinforcement of footer along 600 LF of residential rear block wall; coordination with residents on a daily basis.

Maryland Avenue Pedestrian Bridge (GC) – Project Superintendent – 4,257,981

Construction of a new steel truss pedestrian bridge. The 270,000 lb bridge consists of a 135 ft span and 115 ft span and is 27' tall. Work included decorative rail, steel ramps, concrete abutments, piers, landscaping and artwork relief designs integrated into the walls. Jay served as the project Superintendent on this project and was responsible for all aspects and management of the project.

Country Club Way Bike/Pedestrian Bridge (GC) – Project Superintendent – 1,964,328

Construction of a new two span steel truss pedestrian bridge consisting of 100 decorative steel T-beams on US 60 at Country Club Way. Work included new cast in place concrete approach landings and ramps, lighting, landscaping, connection of multi-use paths and noise walls. Jay served as Project Superintendent and was responsible for overseeing and management every aspect of this project.

References:	Jerry Banicki, founder and former President of J. Banicki Construction, Inc.	602-399-0117
	James Matthews, Project Manager Airport Division, J. Banicki Construction, Inc.	602-509-2955
	Jeff Price, JOC Division Manager, J. Banicki Construction, Inc.	480-298-3040
	Bill Grimes, Inspection Supervisor, Maricopa County Dept. of Transportation	602-506-6604
	Dave Bradley, Chief Construction Supervisor, City of Phoenix	602-206-0446
	Ben Wilson, Civil Engineer, City of Peoria	623-773-7185
	Barry Smiley, Engineer, J. Banicki Construction	602+376-0150

Jay R. Smith
Additional Work History
Completed Projects as a Superintendent

Project	Prime	Tracs No.	Value	Year
Dysart Road	Banicki	0000 MA AVN SS75601C ARRA-AVN—0(206)A	1.4 mil	2010
51 st Ave. & Northern	Banicki	0000 MA GLN SH43101C HES-GLN-0(303)A	674,000.00	2011
Casa Grande SR 287	Banicki	287 PN 111 H793601c STP-287-A(200)A	2.7 mil	2012
Casa Grande SR 387	Banicki	STP-387-A (200)T 387 PN 000 H810901C STP-387-A(202)T 387 PN 001 H855501C	1.8 mil	2013
I-10 Deck Park Tunnel	Banicki	010 MA 144 H834401C IM-NHPP-010-C-(209)T	1.8 mil	2015

Jay Smith served as the main project superintendent for the majority of the city and county General Construction JOC projects while at J. Banicki Construction.

During the period Jay Smith worked at Bison Contracting (1997 – 1998 and 2001 – 2003) he was the project manager and superintendent on the following bridge projects:

McGuirreville Wash Bridge – ADOT 1,000,000

Construction of a new 2 span concrete girder bridge. It was a demo & replace job for ADOT. Also completed on this project was grading, drainage and construction of a box culvert on the McGuirreville golf course.

Thornydale Bridge Tucson – Project for Pima County 1,000,000. Jay served as project manager and superintendent for Thornydale Road widening and the construction of a new 4 span steel girder bridge.

Safford Scour Protection – ADOT 200,000

Five (5) bridge locations between Safford and Duncan, AZ - ADOT Jay served as Project Manager and superintendent for the scour protection at the five bridges on this project.

AZ Western Contracting, Inc.

Project #	Name	Owner	% Complete	
17-01	Battaglia & Overfield Intersection Imprv	Pinal County	100.00%	Remove existing asphalt, installing aggregate base course and asphaltic concrete, constructing a reinforced concrete box culvert, handrail, drainage excavation, and other related work.
18-01	Empire Blvd @ Village Ln. Intersection Imp	Pinal County	100.00%	Construct a new EB right turn lane and WB left turn lane, also the NB approach to the project intersection will be reconstructed to provide and exclusive left and right turn lane, installation of new traffic signal & associated roadway, traffic signing
18-02	High Mesa Road (Barney to Harmon Ln.)	Graham County	100.00%	Construct a roadway prism on High Mesa Road from Barney Ln. to Harmon Ln. Or a portion thereof including clearing and grubbing, roadway excavation and fill, subgrade prep, installing culverts and placement and compaction of a 6" aggregate base. Project length 2500'
18-03	Silver Springs Bank Remediation	City of Cottonwood	10.00%	Stabilize and protect the north bank of the Silver Spring Wash immediately south of the Pizza Hut parking area. Work includes drainage excavation, construction of a masonry wall and installation reno mattress and soldier piles.

Louis Andersen
Public Works Director

Scott Bender
County Engineer



Greg Stanley
County Manager

PINAL COUNTY

WIDE OPEN OPPORTUNITY

Date: March 22, 2018

Contractor: AZ Western Contracting, LLC

Address: 934 N. 103rd St.
Mesa, AZ 85907

520 836-1860

Project No.: 62954220

Project Name: Battaglia and Overfield Intersection Improvements

Project Description: Pinal County Public Works CIP

An inspection of the above-named project has been made, and it is accepted as complete in accordance with the approved Pinal County plans and/or specifications.

The Final Completion Date is hereby issued as: February 9, 2018

The warranty shall commence on the date of final acceptance, for a period of (two years).

Sincerely,

A handwritten signature in dark ink, appearing to read "Scott Bender".

Scott Bender, P.E.
County Engineer

C: file

Comptroller
Construction
Engineering
Public Works Director
Contractor

PUBLIC WORKS DEPARTMENT

31 North Pinal Street, Building F, PO Box 727 Florence, AZ 85132

T 520-509-3555 Hours M-F 8:00 am – 5:00 pm F 520-866-6511 www.pinalcountyz.gov

CONTRACTOR'S PERFORMANCE EVALUATION FORM Revised 4 28 2015

Project Name: **Battaglia and Overfield Intersection Impt**
Construction Firm: **AZ Western Contracting**
Bid Amount: **\$293,571.64**
Notice to Proceed Date: **November 17, 2017**
Contract Completion Date: **March 27, 2018**

Project Number: **62954220**
Project Manager/Engineer: **Angeline To**
Final Construction Cost: **\$254,627.87**
Final Acceptance Date: **February 9, 2018**

PERFORMANCE REVIEW CRITERIA

1. PROJECT SCHEDULE (0-30 points)
 - Schedule and Progress Meetings 10 pts
 - Time Extensions 10pts
 - Meeting Contract Completion Date 10pts 27
 2. PROJECT COST (0-35 points)
 - Cost Change Orders 15 pts
 - Meeting Cost at Completion 20 pts 35
 3. CONTRACT REQUIREMENTS (0-35 points)
 - Plans and Specifications 15 pts
 - Submittals 5 pts
 - Safety, Considerate and Courteous 10pts
 - Communication and Responsiveness 5 pts 35
- Total Score: 97

RATING

Circle One
Performance

EXCELLENT
(90-100)

GOOD
(80-89)

SATISFACTORY
(60-79)

UNSATISFACTORY
(0-59)

Prepared by: Angeline To *AT*

Title: Project Manager Date: 3/22/18

Reviewed by: Jack Lawson *JL*

Title: QA Inspector Date: 3/23/18

Reviewed by: Scott Bender, PE *SEB*

Title: County Engineer Date: 3/23/18

Cc:

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:** Pinal County
Contact: Charles Williams, Public Works Inspection Chief
Phone: 520-866-6459
Address: 31 N. Pinal St., Building F, Florence, AZ 85132
2. **Company:** Pinal County
Contact: Celeste Garza, Public Works Manager
Phone: 520-866-6402
Address: 31 N. Pinal St., Building F, Florence, AZ 85132
3. **Company:** Pinal County
Contact: Angelina To, Area 1 Project Manager
Phone: 520-866-6431
Address: 31 N. Pinal St., Building F, Florence, AZ 85132
4. **Company:** Graham County
Contact: Michael Dryden, Graham County Engineer
Phone: 928-428-0410
Address: 921 Thatcher Blvd., Sanford, AZ 85546

AZ Western Contracting, Inc.
Name of Business

[Signature]
Signature of Authorized Representative

Ray R. Smith
President/Director
Title

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

STATE OF ARIZONA)
)ss
COUNTY OF: MARICOPA)

Jay R. Smith
(Name of Individual)

being first duly sworn, deposes and says:

That he is President/Director
(Title)

of AZ Western Contracting, Inc. and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 072718, BAKER RANCH ROAD IMPROVEMENT PROJECT** and,

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

That neither he nor anyone associated with the said _____

AZ Western Contracting, Inc.
(Name of Business)

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

AZ Western Contracting, Inc.
Name of Business

By Jay R. Smith
President/Director
Title

Subscribed and sworn to before me this 30th day of August, 20 18.

Kathleen J. Durand
Notary Public

My Commission expires: 7-15-2019



CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Jay R. Smith President / Director
Typed Name and Title of Authorized Representative


Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached

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

At the time of the submission of **Invitation for Bid No. 072718**, 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.

AZ Western Contracting, Inc.

Name of Business



Signature of Authorized Representative Jay R. Smith

President / Director

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	<u>✓</u>
Bidding Schedule	<u>✓</u>
Surety (Bid) Bond	<u>✓</u>
Qualification & Certification Form	<u>✓</u>
Reference List	<u>✓</u>
Affidavit of Non-Collusion	<u>✓</u>
Certification Regarding Debarment	<u>✓</u>
Subcontractor Certification	<u>✓</u>
Contract	<u>✓</u>
Bidders Checklist & Addenda Acknowledgment	<u>✓</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	<u>J. Smith</u>	<u>J. Smith</u>			
	#1	#2	#3	#4	#5
Initials and Date	<u>8-13-2018</u>	<u>8-20-2018</u>	<u> </u>	<u> </u>	<u> </u>

Signed and dated this 30th day of August, 2018.

AZ Western Contracting, Inc.
CONTRACTOR:

BY: J. Smith
Jay R. Smith

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: Baker Ranch Road Improvement Project, Bid No. 072718.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Thursday, August 30, 2018.**



**GILA COUNTY
BAKER RANCH ROAD IMPROVEMENT PROJECT
INVITATION FOR BIDS NO. 072718**

ADDENDUM #1:

DATE: 08/13/18

CLARIFICATIONS:

1. **QUESTION:** Do you have a Pre-Bid Conference Schedule? Is it Mandatory?
ANSWER: No there is no Pre-Bid Conference Schedule. It is not mandatory.
2. **QUESTION:** What is the estimated construction/project cost?
ANSWER: The estimated construction/project cost is \$652,021.
3. **QUESTION:** Have you listed any addenda for this project?
ANSWER: No addenda has been issued to date.
4. **QUESTION:** Are you working with an outside Engineer or Architect on this project?
ANSWER: Yes, see project plans for more information.

This concludes Addendum No. 1 to Invitation for Bid No. 072718



**GILA COUNTY
BAKER RANCH ROAD IMPROVEMENT PROJECT
INVITATION FOR BIDS NO. 072718**

ADDENDUM #2:

DATE: 08/20/18

CLARIFICATIONS:

Please see Attachment A attached to this Addendum

SECTION 404 BITUMINOUS TREATMENTS:

404-5 Basis of Payment: of the Standard Specifications is modified to add:

This concludes Addendum No. 2 to Invitation for Bid No. 072718

SECTION 404 BITUMINOUS TREATMENTS:

404-5 Basis of Payment: of the Standard Specifications is modified to add:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt, and emulsified asphalt.

The contract unit price for each item of bituminous material will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of the material as required, including the "initial cost" of bituminous material, but excluding any difference in the cost of bituminous material that occurs between the date of bid opening and the date that the material is used on the project.

A cost for bituminous material will be determined monthly by the Department based on the selling prices of asphalt cement published by the Asphalt Weekly Monitor, a publication of Poten & Partners, Inc. The cost will be the arithmetic average of the high and low selling prices for asphalt cement shown in the previous four reports for the Arizona/Utah and Southern California regions.

This cost will be deemed the "initial cost" (IC) for bituminous material for projects on which bids are opened during the following month. This cost will also be deemed the "current price" (CP) for bituminous material for the following month for projects in construction.

This value will be effective as of the last Wednesday of each month, and will be posted on the ADOT Contracts and Specifications Section website, on or shortly after the last Wednesday of month.

For each item of bituminous material for which there is a specific pay item, and for the bituminous material used in Asphaltic Concrete (Miscellaneous Structural), an adjustment will be made as follows for each month that a quantity of bituminous material was used on the project.

The "initial cost" (IC) for the month in which the project was bid will be compared with the "current price" (CP) as specified above for the appropriate current month. The "current price" (CP) will be as posted on the Department's website on the last Wednesday of each month, and will be used to adjust costs for bituminous material incorporated into the job during the following month (for example; bituminous material used in May will be adjusted, as specified herein, based on the "current price" (CP) for May as posted on the last Wednesday of April). Any difference in price between these two values will be applied to the quantity of eligible bituminous material incorporated into the work.

Determination of the eligible quantities of bituminous material will be based on contractor-furnished invoices, except as modified below.

The tons of emulsified products to which the adjustment will be applicable will be the tons of the emulsified asphalt prior to dilution.

Adjustments in compensation for emulsified asphalts will be made at 60 percent of either the increase or decrease.

The tons of Bituminous Material (Asphalt-Rubber) to which the adjustment will be applicable will be 0.80 multiplied times the total quantity of the item used. The adjustment will not apply to the 20 percent of the material which constitutes the crumb rubber additive.

The tons of bituminous material incorporated in Asphaltic Concrete (Miscellaneous Structural) or Asphaltic Concrete (Miscellaneous Structural-Special Mix) to which an adjustment will be applicable shall be as follows:

- (1) For mixes without reclaimed asphalt pavement (RAP), the adjustment will be equal to five percent of the quantity, measured in tons, of asphaltic concrete placed, regardless of the actual percentage of bituminous material incorporated into the mix.
- (2) For mixes with reclaimed asphalt pavement (RAP), the adjustment will be equal to four percent of the quantity, measured in tons, of asphaltic concrete placed, regardless of the actual percentage of bituminous material incorporated into the mix.
- (3) If the quantity of asphaltic concrete is measured by volume, the supplemental agreement establishing the method of measurement will specify the manner in which the tons of bituminous material eligible for the adjustment is determined.

The tons of bituminous materials which are paid for on the basis of testing by nuclear asphalt content gauge, ignition furnace, or other approved methods to which the adjustment will be applicable, are the tons which have been incorporated into the mixture.

When reclaimed asphalt pavement (RAP) is used in asphaltic concrete, only the virgin asphalt cement will be subject to a bituminous material price adjustment. RAP binder is not subject to a price adjustment.

No additional compensation will be made for any additional or increased charges, costs, expenses, taxes, etc., which the contractor may have incurred since the time of bidding and which may be the result of any increase in the "initial cost" of bituminous material.

Adjustment in unit prices of items governed by this provision will be made in the next regular monthly progress payment following actual use or application of the bituminous material.

Any adjustment in compensation made for bituminous material incorporated into the work after the expiration of the specified completion time set forth in the contract, or as may be extended in accordance with the provisions of Subsection 108.08, will be on the basis of the price of bituminous material shown on the Department's website and applicable for the date of the expiration of the specified completion time as hereinbefore specified.

GILA COUNTY
CONTRACT NO. 072718 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this 30th day of August, 2018, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and AZ Western Contracting Inc. of the City of Mesa, County of Maricopa, 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. 072718- Baker Ranch Road Improvement 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 072718 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.

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the

terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **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:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **90 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)**.

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 \$579,279.²¹ **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. 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

Timothy Humphrey, Chairman, Board of Supervisors

CONTRACTOR:

AZ Western Contracting, Inc.

Contractor Signature

Fay R. Smith

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

AZ Western Contracting, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

934 N. 103rd Street

City, state, and ZIP code

Mesa, AZ 85207

Requester's name and address (optional)

Gila County

1350 E. Monroe

Globe, AZ 85501

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

82 - 1643841

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 8-30-2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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. 072718-Baker Ranch Road Improvement 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 _____, 2018.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)
PURSAANT 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. 072718-Baker Ranch Road Improvement 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 _____, 2018.

Principal Seal

Surety Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)

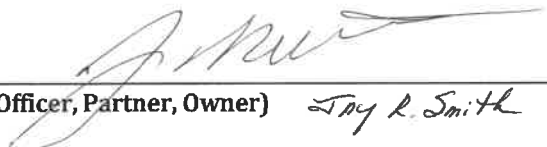
I, Jay R. Smith, representing
AZ Western Contracting, Inc. (company name)

do hereby warranty the work performed for the:

BID NO. 072718-BAKER RANCH ROAD IMPROVEMENT 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) Jay R. Smith Date 8-30-2018



**GILA COUNTY
BAKER RANCH ROAD IMPROVEMENT PROJECT
INVITATION FOR BIDS NO. 072718**

ADDENDUM #1:

DATE: 08/13/18

CLARIFICATIONS:

1. **QUESTION:** Do you have a Pre-Bid Conference Schedule? Is it Mandatory?
ANSWER: No there is no Pre-Bid Conference Schedule. It is not mandatory.
2. **QUESTION:** What is the estimated construction/project cost?
ANSWER: The estimated construction/project cost is \$652,021.
3. **QUESTION:** Have you listed any addenda for this project?
ANSWER: No addenda has been issued to date.
4. **QUESTION:** Are you working with an outside Engineer or Architect on this project?
ANSWER: Yes, see project plans for more information.

This concludes Addendum No. 1 to Invitation for Bid No. 072718



**GILA COUNTY
BAKER RANCH ROAD IMPROVEMENT PROJECT
INVITATION FOR BIDS NO. 072718**

ADDENDUM #2:

DATE: 08/20/18

CLARIFICATIONS:

Please see Attachment A attached to this Addendum

SECTION 404 BITUMINOUS TREATMENTS:

404-5 Basis of Payment: of the Standard Specifications is modified to add:

This concludes Addendum No. 2 to Invitation for Bid No. 072718

SECTION 404 BITUMINOUS TREATMENTS:**404-5 Basis of Payment:** of the Standard Specifications is modified to add:

The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt, and emulsified asphalt.

The contract unit price for each item of bituminous material will be considered to include all costs for furnishing, hauling, handling, spreading, and mixing of the material as required, including the "initial cost" of bituminous material, but excluding any difference in the cost of bituminous material that occurs between the date of bid opening and the date that the material is used on the project.

A cost for bituminous material will be determined monthly by the Department based on the selling prices of asphalt cement published by the Asphalt Weekly Monitor, a publication of Poten & Partners, Inc. The cost will be the arithmetic average of the high and low selling prices for asphalt cement shown in the previous four reports for the Arizona/Utah and Southern California regions.

This cost will be deemed the "initial cost" (IC) for bituminous material for projects on which bids are opened during the following month. This cost will also be deemed the "current price" (CP) for bituminous material for the following month for projects in construction.

This value will be effective as of the last Wednesday of each month, and will be posted on the ADOT Contracts and Specifications Section website, on or shortly after the last Wednesday of month.

For each item of bituminous material for which there is a specific pay item, and for the bituminous material used in Asphaltic Concrete (Miscellaneous Structural), an adjustment will be made as follows for each month that a quantity of bituminous material was used on the project.

The "initial cost" (IC) for the month in which the project was bid will be compared with the "current price" (CP) as specified above for the appropriate current month. The "current price" (CP) will be as posted on the Department's website on the last Wednesday of each month, and will be used to adjust costs for bituminous material incorporated into the job during the following month (for example; bituminous material used in May will be adjusted, as specified herein, based on the "current price" (CP) for May as posted on the last Wednesday of April). Any difference in price between these two values will be applied to the quantity of eligible bituminous material incorporated into the work.

Determination of the eligible quantities of bituminous material will be based on contractor-furnished invoices, except as modified below.

The tons of emulsified products to which the adjustment will be applicable will be the tons of the emulsified asphalt prior to dilution.

Adjustments in compensation for emulsified asphalts will be made at 60 percent of either the increase or decrease.

The tons of Bituminous Material (Asphalt-Rubber) to which the adjustment will be applicable will be 0.80 multiplied times the total quantity of the item used. The adjustment will not apply to the 20 percent of the material which constitutes the crumb rubber additive.

The tons of bituminous material incorporated in Asphaltic Concrete (Miscellaneous Structural) or Asphaltic Concrete (Miscellaneous Structural-Special Mix) to which an adjustment will be applicable shall be as follows:

- (1) For mixes without reclaimed asphalt pavement (RAP), the adjustment will be equal to five percent of the quantity, measured in tons, of asphaltic concrete placed, regardless of the actual percentage of bituminous material incorporated into the mix.
- (2) For mixes with reclaimed asphalt pavement (RAP), the adjustment will be equal to four percent of the quantity, measured in tons, of asphaltic concrete placed, regardless of the actual percentage of bituminous material incorporated into the mix.
- (3) If the quantity of asphaltic concrete is measured by volume, the supplemental agreement establishing the method of measurement will specify the manner in which the tons of bituminous material eligible for the adjustment is determined.

The tons of bituminous materials which are paid for on the basis of testing by nuclear asphalt content gauge, ignition furnace, or other approved methods to which the adjustment will be applicable, are the tons which have been incorporated into the mixture.

When reclaimed asphalt pavement (RAP) is used in asphaltic concrete, only the virgin asphalt cement will be subject to a bituminous material price adjustment. RAP binder is not subject to a price adjustment.

No additional compensation will be made for any additional or increased charges, costs, expenses, taxes, etc., which the contractor may have incurred since the time of bidding and which may be the result of any increase in the "initial cost" of bituminous material.

Adjustment in unit prices of items governed by this provision will be made in the next regular monthly progress payment following actual use or application of the bituminous material.

Any adjustment in compensation made for bituminous material incorporated into the work after the expiration of the specified completion time set forth in the contract, or as may be extended in accordance with the provisions of Subsection 108.08, will be on the basis of the price of bituminous material shown on the Department's website and applicable for the date of the expiration of the specified completion time as hereinbefore specified.

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS
BAKER RANCH ROAD IMPROVEMENT PROJECT
BID CALL 072718**

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



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

COUNTY MANAGER
James Menlove

PUBLIC WORKS DIRECTOR
Steve Sanders



**INVITATION FOR BIDS
BID CALL NO. 072718**

Sealed bids will be received by **Gila County Procurement, in the Copper Building Conference Room, 1350 East Monroe, Globe, AZ 85501**, until **4:00 P.M. (AZ Time), Thursday August 30, 2018** for the **Baker Ranch Road Improvement Project Bid No. 072718, 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, 928-402-8502, 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 "**BAKER RANCH ROAD IMPROVEMENT PROJECT, ARIZONA BID CALL NO. 072718**". All Bids shall be mailed 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 Payson Roundup: **August 14, 2018 and August 21, 2018**

Signed: _____ Date: ____/____/____
Timothy Humphrey, 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 65 to 68)
 - Bid Schedule (pages 69 to 70)
 - Surety (Bid) Bond (page 71)
 - Qualification & Certification Form (pages 72 to 73)
 - Reference List (pages 74)
 - Affidavit of Non-Collusion (page 75)
 - Certification of Debarment (page 76)
 - Subcontracting Certification (page 77)
 - Check List & Addenda Acknowledgment (page 78)
 - Contract (pages 79-84)
 - Contract Performance Bond (page 85)
 - Labor and Materials Bond (page 86)
 - Contract Performance Warranty (page 87)
 - 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. 072718 -Baker Ranch Road Improvement Project**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Thursday, August 30, 2018, 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, August 30, 2018. Bids will be opened at 4:00 P.M., Thursday, August 30, 2018.**
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

Notification to Bidders continued...

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 Friday, August 24, 2018. A response will be issued to all plan holders no later than 4:00 P.M., AZ time, on Tuesday, August 28, 2018.

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**SPECIAL PROVISIONS FOR
BAKER RANCH ROAD
ROADWAY IMPROVEMENTS PROJECT**

The proposed work is located in the northern part of Gila County, on the western edge of the Town of Young. The work for this improvement project will be performed on Baker Ranch Road. The work consists of pulverizing the existing pavement surface and base material where applicable, the installation of new asphaltic concrete pavement and aggregate base material and other incidental work as shown on the project plans (see **APPENDIX C**) and as described in these Special Provisions.

SPECIFICATIONS:

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

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

Arizona Department of Transportation, Construction Standard Drawings, 2012 edition.

Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, 2018 Edition.

Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, 2018 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 the plans and Standard Specifications, the plans shall prevail. In the event of any conflict between these Special Provisions and the plans or Standard Specifications, these Special Provisions shall prevail.

GENERAL REQUIREMENTS:

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.

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 **ninety (90)** calendar days from the date the Contractor receives the Notice to Proceed from the County.

SECTION 101 DEFINITIONS AND TERMS:

101-01 BLANK

101-02 DEFINITIONS:

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

MAG. Maricopa Association of Governments.

ADOT. Arizona Department of Transportation

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

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

ASTM. The American Society for Testing and Materials.

AASHTO. The American Association of State Highway and Transportation Officials.

AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BOARD OF SUPERVISORS. The Gila County Board of Supervisors acting under the authority of the laws of the State of Arizona.

CALENDAR DAY. Every day shown on the calendar.

CERTIFIED FLAGGER. An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

CHANGE ORDER. A written order by the Engineer or Owner to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

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-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 contract 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.

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 the 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 in compliance with 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 PRECONSTRUCTION CONFERENCE:

The contractor shall meet with the Engineer for a preconstruction conference prior to commencing work. At the preconstruction conference, the contractor shall submit to the Owner a progress schedule for review and approval. The schedule shall show the order in which the contractor proposes to carry out the work, the dates on which the contractor will start the salient features of the work and the

contemplated dates for the completion of the said salient features. The schedule may be in a bar chart format or a critical path method format. No schedule activity shall be shorter than one day or longer than 15 working days. The schedule must show interrelationships among the activities, and the controlling items of work throughout the project shall be identified. If requested by the Engineer, the contractor shall furnish information needed to justify activity time durations. Such information shall include estimated manpower, equipment, unit quantities, and production rates. The schedule shall illustrate the completion of the work not later than the contract completion date.

The contractor shall furnish a list of the contractor's proposed subcontractors and major material suppliers.

The contractor shall submit a traffic control plan in accordance with Subsection 701-1 of the ADOT Standard Specifications. The contractor shall designate an employee who is competent and experienced in traffic control to implement and monitor the traffic control plan. The qualifications of the designated employee must be satisfactory to the Engineer.

The contractor shall submit a Safety Plan and designate a competent person as Safety Supervisor to be responsible for implementation of the Safety Plan.

Both plans must be satisfactory to the Engineer.

If approved by the Engineer, the contractor may designate one employee to be responsible for both the traffic control and safety plans.

The contractor shall also submit a program for erosion control and pollution prevention, as set forth in Subsection 104-09, on all projects involving clearing and grubbing, earthwork, or other construction, when such work is likely to create erosion or pollution problems.

If the contractor fails to provide the required submissions, the Engineer may order the preconstruction conference suspended until such time as they are furnished. Work shall not begin until the preconstruction conference has been concluded and the safety plan has been approved, unless authorized by the Engineer. The contractor shall not be entitled to additional compensation or an extension of contract time resulting from any delays due to such a suspension.

When the specifications require specific quality control measures for certain materials by referencing Subsection 106.04(C), the contractor shall designate a qualified employee as Quality Control Manager. The Quality Control Manager shall be responsible for the implementing and monitoring of the quality control requirements described in Subsection 106.04(C).

108-04 PROSECUTION AND PROGRESS:

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 201 CLEARING AND GRUBBING:

Clearing and Grubbing shall be in accordance with Section 201 of the ADOT Standard Specifications unless modified herein.

201-3.02 Removal and Disposal of Materials: the second and third paragraphs of the Standard Specifications are revised to read:

In the disposal of all tree trunks, stumps, brush, limbs, roots, vegetation and other debris, the contractor shall comply with the requirements of Title 49, Chapter 3, of the Arizona Revised Statutes, and with the Rules and Regulations for Air Pollution Control, Title 18, Chapter 2, Article 6, adopted by the Arizona Department of Environmental Quality pursuant to the authority granted by the Arizona Administrative Code.

Burning will be permitted only after the contractor has obtained a permit from the Arizona Department of Environmental Quality and from any other Federal, State, County or City Agency that may be involved.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

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

202-5 Basis of Payment: the first paragraph of the Standard Specifications is revised to read:

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

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

SECTION 203 GRADER DITCH:

Grader ditch shall be in accordance with Section 203-6 of the ADOT Standard Specifications unless modified herein.

203-6.01 Description: is modified to add:

The intent of this item is to remove excess material from the existing ditch line and/or establish a new ditch line if needed to allow positive flow between existing driveway culverts.

Hand work may be necessary at some locations where equipment is not practical to use.

The removal of all excess material that cannot be reshaped in the area specified for grading shall become the property of the contractor.

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.

The removal of all existing asphalt within the project limits shall be considered incidental to the work performed with this pay item. This includes any loose pieces of asphalt that may fall beyond the limits of the new edge of pavement.

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 208 SEPARATION GEOTEXTILE FABRIC:

Separation geotextile fabric shall be in accordance with Section 208 of the ADOT Standard Specifications unless modified herein.

208-2.01 Geotextile Fabric: is modified to add: the type of separation geotextile shall meet the requirements for a **High Survivability, Nonwoven Fabric**.

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 306 GEOGRID BASE REINFORCEMENT:

Geogrid base reinforcement shall be in accordance with Section 306 of the ADOT Standard Specifications unless modified herein.

306-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing and placing a geogrid material within and/or below the aggregate base in accordance with the requirements of the specifications and as shown on the project plans.

306-3.04 Geogrid Placement: the second and third paragraphs of the Standard Specifications are revised to read:

A 12-inch minimum overlap is required at all transverse and longitudinal joints.

The center of a longitudinal overlapped joint in a geogrid layer shall be staggered a minimum of one foot with relation to the center of a longitudinal overlapped joint in any immediate underlying geogrid layer.

The center of a longitudinal overlapped joint in a geogrid layer below an asphaltic concrete pavement shall be located within one foot of the center of a lane or within one foot of the centerline between two adjacent lanes.

At transverse joints, the top layer of the geogrid shall overlap the lower layer of geogrid in the direction that the aggregate base will be placed.

The geogrid shall be tensioned by hand and anchored to the ground with securing pins at the edges, including overlaps, and in the center of the roll at 30-foot intervals along the roll length, at the corners if applicable, or as directed by the Engineer. Securing pins shall be 3/16-inch diameter steel bars, with a minimum length of four inches, pointed at one end and fabricated with a head to retain a steel washer having an outside diameter of not less than 1.5 inches. Alternatively, U-shaped pins may be used if approved by the Engineer. The use of securing pins may be reduced or eliminated by the Engineer if it can be shown that by careful installation the geogrid is adequately tensioned by hand and anchored by the placed aggregate in a progressive installation process as recommended by the manufacturer's representative.

306-3.05 Placing and Compacting Aggregate Fill: the second and third paragraphs of the Standard Specifications are revised to read:

If the underlying material is capable of supporting rubber tire trucks (end and belly dumps) they may drive over the grid at very low speeds, less than five miles per hour, and dump aggregate as they go. Sudden stops and turning by trucks shall be avoided while on the grid. No tracked vehicles shall be allowed on the grid until there is a minimum of six inches of material between the tracks and the grid.

Any ruts which might develop during spreading or compacting the aggregate shall be filled with additional aggregate rather than bladed from surrounding areas. Placing additional aggregate into the rutted areas ensures that the design aggregate thickness is maintained.

306-5 Basis of Payment: of the Standard Specifications is revised to read:

The accepted quantity of geogrid base reinforcement, measured as provided above, will be paid for at the contract unit price per square yard, which price shall be full compensation for furnishing all labor, material, and equipment, and performing all operations in connection with placing the geogrid. No payment will be made for geogrid base reinforcement which has been rejected.

SECTION 336 PAVEMENT MATCHING AND SURFACING REPLACEMENT

The Contractor shall construct a thickened edge pavement section at pavement terminations as indicated on the project plans. Construction shall be in accordance with MAG Specifications - Section 336 and MAG Standard Detail 201, Type 'A' unless modified herein (see **APPENDIX A**).

All materials for the construction of thickened edge pavement terminations shall be modified to be per ADOT Standard Specifications as indicated on the project plans.

336.4 Measurement: Paragraph (H) of the Standard Specifications is revised to read:

A separate measurement and payment for thickened edge pavement terminations shall be made per linear foot of thickened edge as measured along the centerline of the thickened edge.

336.5 Payment: of the Standard Specifications is revised to read: the accepted quantity of thickened edge pavement terminations, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for furnishing all labor and equipment, and performing all operations in connection with constructing the thickened edge pavement termination. The asphalt concrete required for the thickened edge will be paid for with bidding Item No. 409 – Asphalt Concrete (Misc. Structural).

SECTION 345 ADJUST UTILITY FRAMES, COVERS AND VALVE BOXES

The Contractor shall adjust all utility frames, covers and valve boxes indicated on the project plans to account for the new pavement grade. Adjustments shall be in accordance with MAG Specifications - Section 345 and MAG Standard Details 391-1 and 391-2 as applicable (See **APPENDIX A**).

SECTION 403 ASPHALTIC CONCRETE HOT PLANT REQUIREMENTS:

Asphaltic Concrete Hot Plant Requirements shall be in accordance with Section 403 of the ADOT Standard Specifications unless modified herein.

403-2 Requirements: the third paragraph of the Standard Specifications is revised to read:

The mineral admixture shall be added and thoroughly mixed with the mineral aggregate by means of a mechanical mixing device prior to the mineral aggregate and mineral admixture entering the dryer. For all asphaltic concrete mixes except ACFC (Specification Sections 407 and 411) and AR-ACFC (Specification Section 414), the moisture content of the combined mineral aggregate shall be a minimum of three percent by weight of the aggregate during the mixing process.

403-2 Requirements: the twelfth paragraph of the Standard Specifications is revised to read:

The contractor shall provide daily documentation of the weight and proportion of each individual component (mineral aggregate, mineral admixture, and bituminous material) incorporated into the mix. In addition, when reclaimed asphaltic pavement (RAP) is used, the contractor shall provide daily documentation of the weight, determined by a belt scale, and proportion of material from each individual RAP stockpile incorporated into the mix. The percent moisture content of the RAP material from each stockpile shall also be determined and provided daily by the contractor.

When Warm Mix Asphalt (WMA) technologies are used, the contractor shall provide the percent of water (for WMA water foaming processes) and/or the percent of WMA additive incorporated in the mix. The percent of each WMA technology shall be reported either by weight of total mix or by weight of total binder.

When incorporating WMA technologies, the hot plant shall be modified as required by the WMA technology manufacturer to introduce the WMA technology. Plant modifications may include additional plant instrumentation, the installation of asphalt binder foaming systems and/or WMA additive delivery systems, adjusting the plant burner and/or the mixing drum flights in order to operate at lower production temperatures, and/or reducing the production rate of WMA.

SECTION 404 BITUMINOUS TREATMENTS:

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

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

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

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

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

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

Type of Bituminous Material	Approximate Tack Coat Application Rates: Gallons / Square Yard		Payment Factor
	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	
Emulsified Asphalt (Special Type) – See Note Below.	Not Allowed	0.12	0.7
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0
Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.			

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

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

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete (asphalt-rubber), application of the tack

coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

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

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

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

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

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

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

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

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

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

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

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

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

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

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

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.

409-5.02 Reduction for Noncompliance: of the Standard Specifications is revised to read: A reduction in payment to the contractor for asphaltic concrete will be made for quantities of asphalt cement (bituminous material) that do not meet the requirements of Section 1005 as determined by corresponding test results. Adjustments in payment will be made in accordance with the requirements of Table 1005-1 and the following formula:

$$R = (100 - P) \times \left[\frac{(CP) \times T}{100} \right]$$

Where:

R = Amount of Reduction in Payment (dollars)
T = Quantity of asphalt cement in failure (tons, rounded to nearest tenth)
P = Percent of Contract Unit Price allowed (Table 1005-1)
CP = Current Price for asphalt cement (bituminous material), as determined by the Department, for the month in which a deficiency was noted. This value will be made known by means of a memorandum issued on the last Wednesday of each month and mailed to those currently receiving copies of the Advertisements for Bids. This information may also be obtained from ADOT Contracts and Specifications Services, (602) 712-7221, or from ADOT's website.

SECTION 501 PIPE CULVERT AND STORM DRAINS:

Pipe culvert shall be in accordance with Section 501 of the ADOT Standard Specifications except as modified herein.

New pipe culverts shall be corrugated steel pipe with a wall thickness of 0.064 inches, a corrugation configuration of 2 2/3 X 1/2 and shall be coated with aluminum.

501-1 Description: the first paragraph of the Standard Specifications is revised to read:

The work under this section shall consist of furnishing pipe and all other materials required and the installing of pipe, including excavating, and furnishing, placing and compacting backfill material, all in accordance with the details shown on the plans and the requirements of the specifications.

501-1 Description: the last sentence of the third paragraph of the Standard Specifications is revised to read:

Special sections, fittings, elbows, branch connections, tapered inlets, end sections, connectors, coupling, and other such items shall be of the same material and coating as the pipe to which they are attached unless otherwise stated in the specifications.

501-3.03(A) General: the second paragraph of the Standard Specifications is revised to read:

If the Engineer determines that the end of an existing pipe is damaged to the extent that it cannot be repaired sufficiently to be joined properly to the new pipe, the damaged portion shall be removed.

Pipe shall be installed in reasonably close conformity with the lines, grades and dimensions shown on the project plans or specified by the Engineer.

501-3.03(B)(1) General: the seventh paragraph of the Standard Specifications is hereby deleted:

501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe: the title and text of the Standard Specifications are revised to read:

501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe and Steel Reinforced High Density Thermoplastic Ribbed Pipe:

Corrugated high density polyethylene plastic pipe and steel reinforced high density thermoplastic ribbed pipe shall be assembled and installed in accordance with the manufacturer's instructions.

Watertight joints, unless otherwise specified, will not be required for storm drains, culverts, or other drainage pipes. However, joints for these pipes shall be water resistant. Watertight joints shall be provided for siphon and irrigation pipe installations.

Watertight and water-resistant joints shall conform to the requirements of Subsection 1010-8.

Tracer wire for magnetic detection shall be placed in accordance with the requirements of Subsection 104.15.

Special care shall be taken in the handling and installation of corrugated high density polyethylene plastic pipe and fittings and steel reinforced high density thermoplastic ribbed pipe and fittings to prevent damage and to assure that proper line and pipe grade are maintained throughout the backfilling operation.

When end sections for either pipe are called for on the plans, the contractor shall use metal safety end sections unless otherwise specified.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

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

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

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

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

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

SECTION 708 PERMANENT PAVEMENT MARKINGS:

Permanent Pavement Markings shall be in accordance with Section 708 of the ADOT Standard Specifications.

SECTION 810 EROSION CONTROL AND POLLUTION PREVENTION:

810-1 Description: The Contractor shall be responsible for compliance with any rules and regulations of the Arizona Department of Environmental Quality (ADEQ) that may be applicable as a result of the proposed work of this contract. The contractor shall provide the Owner with a copy of all correspondence from ADEQ demonstrating that all permits for the work have been obtained, all requirements have been met and approval to begin the work has been granted.

The work under this section shall include furnishing, installing, maintaining, removing and disposing of temporary erosion control measures needed to fulfill the requirements of the permits needed under this section.

All work specified in this subsection will be temporary for use during construction, unless designated otherwise.

The Contractor shall be responsible for maintaining all erosion and pollution control devices in proper functioning condition at all times during Construction. After completion and final approval of construction activities the Owner shall be responsible for maintaining all erosion and pollution control devices.

When deficiencies in the erosion control devices or other elements of work listed herein are noted by inspection or other observation, specified corrections shall be made by the contractor by the end of the day or work shift, or as directed by the Engineer.

Work specified herein which is lost, destroyed, or deemed unacceptable by the Engineer as a result of the Contractor's operations shall be replaced. Work specified herein which is lost or destroyed, as a result of natural events, such as excessive rainfall, shall be replaced by the Contractor.

In cases of serious or willful disregard for the protection of the waters of the U.S. and/or natural surroundings by the contractor, the Owner's Engineer will immediately notify the Contractor of such non-compliance.

810-2 Method of Measurement: No measurement shall be made for Erosion Control and Pollution Prevention. The contract unit of measurement shall be lump sum.

810-3 Basis of Payment: Payment for Erosion Control and Pollution Prevention shall be lump sum and shall be full compensation for all of the work necessary to complete said Erosion Control and Pollution Prevention including all necessary permit fees, materials, equipment and labor associated with said work.

SECTION 901 MOBILIZATION:

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

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

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

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

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 PULVERIZE EXISTING CHIP SEAL:

920-1 Description: The Contractor shall pulverize the existing roadway surface to a depth equal to the thickness of the existing Chip Seal and Millings base course. The pulverization depth will vary between 2" – 5". Pulverization shall be completed only at the locations shown on the project plans.

The gradation of the pulverized material shall be tested during construction to ensure it corresponds to the gradation as required in the table shown below. Gradation tests shall be completed at a minimum of 2 per day.

Sieve Sizes	% Passing
2"	100
1 1/2"	90-100

Contractor shall grade pulverized material to a uniform cross section prior to compaction. Compaction shall then proceed according to the project plans and standard specifications for subgrade preparation.

924-2 Method of Measurement and Basis of Payment: Measurement and Payment for the item Pulverize Existing Chip Seal shall be measured and paid by the square yard based on the pulverization areas shown on the project plans and includes all labor, materials, tools and equipment related to the pulverization operation.

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.

SECTION 1014 GEOSYNTHETICS:

Geosynthetics shall be in accordance with Section 1014 of the ADOT Standard Specifications unless modified herein.

1014-1 General Requirements: the third sentence of the fourth paragraph of the Standard Specifications is revised to read:

Samples shall be a minimum of six feet long by the full roll width.

1014-3 Geogrid: the last sentence of the last paragraph of the Standard Specifications is hereby deleted:

1014-4.03(A) Nonwoven: of the Standard Specifications is revised to read:

High survivability, nonwoven separation fabric shall meet the following physical requirements:

Property	Requirement (Average Roll Value) (1)	Test Method
Grab Tensile Strength: lbs.	200 min.	ASTM D 4632
Grab Elongation at Break: %	45 min., 115 max. (2)	ASTM D 4632

Puncture Strength: lbs.	75 min.	ASTM D 4833
Burst Strength: psi	320 min.	ASTM D 3786
Trapezoidal Tear: lbs.	50 min.	ASTM D 4533
Permittivity: second ⁻¹	0.07 min.	ASTM D 4491
Apparent Opening Size: U.S. Standard sieve size	30 – 140	ASTM D 4751
Ultraviolet Stability: %	70 min.	ASTM D 4355
<p>(1) Average roll values represent the average test results for a lot in the weaker direction when sampled according to ASTM D 4354 and tested according to the test method specified above.</p> <p>(2) If the average grab elongation of the fabric is greater than 115 percent at break, the elongation will be acceptable if the grab tensile strength requirement is met prior to or at 115 percent elongation.</p>		



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

CONTRACT FORMS

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PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **Bid No. 072718 Baker Ranch Road Improvement 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.

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 ninety (90) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved

by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

If by a Corporation:

(SEAL)

Corporate Name: _____

Corporate Address: _____

Incorporated under the laws of the State of : _____

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

President: _____

Secretary: _____

Treasurer: _____

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

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

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1 to BS-2)

**BAKER RANCH ROAD IMPROVEMENT PROJECT
GILA COUNTY, ARIZONA**

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

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of \$ _____

WRITTEN TOTAL CONTRACT PRICE

_____ **Dollars**

and _____ **Cents.**

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

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

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L. SUM	1		
202-A	Remove Existing Asphaltic Concrete	SQ. YD.	174		
202-B	Remove Existing 4" PVC Culvert	L. FT.	25		
203	Grader Ditch	L. FT.	105		
205	Grading Roadway for Pavement	SQ. YD.	12,435		
208	Separation Geotextile Fabric	SQ. YD.	12,096		
303	Aggregate Base, Class 2	CU. YD.	2,085		
306	Geogrid Base Reinforcement	SQ. YD.	12,096		
336	Pavement Termination	L. FT.	166		
345	Adjust Survey Monument to Grade	EACH	1		
409	Asphaltic Concrete (Misc. Structural)	TON	1,726		
501	Pipe Culvert (Arch Pipe - 21" x 15")	L. FT.	25		
701	Maintenance and Protection of Traffic	L. SUM	1		
708-Y	Permanent Pavement Markings (4" Yellow Stripe)	L. FT	10,310		
708-W	Permanent Pavement Markings (18" White Stop Bar - 4" Equivalent = 284 L. FT.)	L. FT.	284		
810	Erosion Control and Pollution Prevention	L. SUM	1		
901	Mobilization	L. SUM	1		
920	Pulverize Existing Chip Seal	SQ. YD.	5,827		
924	Force Account Work (Unforeseen Conditions)	L. SUM	1	\$40,000.00	\$40,000.00
925	Construction Surveying & Layout	L. SUM	1		

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. 072718, BAKER RANCH ROAD IMPROVEMENT PROJECT

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

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

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact

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

My commission expires: _____

Notary Public

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 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

The applicant submitting this Bid warrants the following:

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

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the 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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

☐ I am unable to certify the above statements. My explanation is attached

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

At the time of the submission of **Invitation for Bid No. 072718**, 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

Certification Regarding Debarment

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 _____, 2018.

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: Baker Ranch Road Improvement Project, Bid No. 072718.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Thursday, August 30, 2018.**

GILA COUNTY
CONTRACT NO. 072718 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, **2018**, 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. 072718- Baker Ranch Road Improvement 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 072718 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.

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the

terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **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:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **90 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)**.

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. 072718-BAKER RANCH ROAD IMPROVEMENT PROJECT

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Timothy Humphrey, 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. 072718-Baker Ranch Road Improvement 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 _____, 2018.

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. 072718-Baker Ranch Road Improvement 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 _____, 2018.

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. 072718-BAKER RANCH ROAD IMPROVEMENT 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

MAG

STANDARD

DETAILS

AND

SPECIFICATIONS

SECTION 336

PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

This specification identifies requirements for removing and replacing or widening pavement and replacing other surfacings within public rights-of-way.

Asphalt concrete roadway trench repairs shall be constructed in accordance with Type A, B, or T-Top trench repair of Detail 200-1 and as indicated on the plans or in the special provisions.

Trench repairs for unpaved alleys, roadways, and designated future roadway prism shall be constructed in accordance with Type E trench repair of Detail 200-1.

Trenching into portland cement concrete pavement, sidewalk, or other concrete flatwork shall require complete joint to joint replacement of damaged panels unless an alternative repair is required by contract documents or is authorized in writing by the Engineer.

Surface replacement in the right-of-way not in paved roadways shall be constructed in accordance with Type D trench repair of Detail 200-1 and as indicated on the plans or in the special provisions.

Temporary pavement replacement shall be constructed as required herein.

Asphalt pavements to be matched by construction of new pavements adjacent to or at the ends of a project shall be milled or saw cut in accordance with these specifications and where shown on the plans.

Pavement and surfacing replacement within ADOT rights-of-way shall be constructed in accordance with their permits and/or specification requirements.

336.2 MATERIALS AND CONSTRUCTION METHODS:

Materials and construction methods used in the replacement of pavement and surfacing shall conform to the requirements of all applicable standard details and specifications, latest revisions.

336.2.1 Pavement Widening or Extensions: Existing pavements which are to be matched by pavement widening or pavement extension shall be trimmed to a neat true line with straight vertical edges free from irregularities with a device specifically designed for this purpose.

Existing asphalt pavement shall be cut and trimmed after placement of required ABC and just prior to placement of asphalt concrete for pavement widening or extension, and the trimmed edges shall have tack coat applied to the vertical edges immediately prior to constructing the new abutting asphalt concrete pavement. No extra payment shall be provided for these items and all costs incurred in performing this work shall be incidental to the pavement widening or extension.

The location of longitudinal match points shall depend on the type of asphalt joint being constructed (full depth or offset) and the location of the pavement lane striping to be in place at completion of construction. Full depth longitudinal joints shall be located within one foot of a post construction lane line stripe or within the center two feet of a post construction travel lane. The location restriction for full depth longitudinal joints does not apply to multi-layer pavements when a vertically offset joint with the existing pavement is constructed. An acceptable offset joint shall have at least a six-inch horizontal offset with the nearest joint in the underlying asphalt layer. An offset joint may be obtained by edge milling to a depth that meets the minimum lift thickness identified in Section [710](#) for the asphalt surface course to be placed.

The exact point of matching, termination, and overlay may be adjusted in the field by the Engineer or designated representative.

336.2.2 Pavement to be Removed: Existing asphalt pavement to be removed for trenches or for other underground construction or repairs shall be cut by a device capable of making a neat, straight and smooth cut without damaging adjacent pavement that is not to be removed. The Engineer's decision as to the acceptability of the cutting device and manner of operation shall be final.

In lieu of cutting trenches across driveways, curbs and gutters, sidewalks, alley entrances, and other types of pavements, the

SECTION 336

Contractor may, when approved by the Engineer, elect to tunnel or bore under such structures and pavements.

When installations are within the street pavement and essentially parallel to the center-line of the street, the Contractor, with approval of the Engineer, may elect to bore or tunnel all or a portion of the installation. In such installations, the seal coat requirements, as discussed in Section [336.2.4](#), will be modified as follows:

- (A) If the pavement cuts (bore pits, recovery pits, etc.) are 300 feet or more apart, the bore or tunneled distance will not be considered as part of the open trench and the seal coat will not be required.
- (B) If the pavement cuts (bore pits, recovery pits, etc.) are less than 300 feet apart, the distance between the cuts will be considered the same as a trench cut and the distance will be added to any trench cut distances.

Pavement removal limits when replacing existing curb or gutter shall be as follows. For curb or gutter replacement adjacent to a designated bike lane or paved shoulder area wider than three feet, the asphalt pavement removal and replacement shall extend to within 6 inches of the travel lane edge stripe. For curb or gutter replacement when no travel lane edge stripe exists, the asphalt pavement match point shall extend two feet or less from the pavement edge into the vehicle travel lane.

Asphalt pavement damaged by the Contractor during trenching or other activities shall be removed after adjacent aggregate base has been placed and compacted and prior to placement of the adjacent permanent pavement. The replacement of the damage asphalt pavement shall occur at the same time as the permanent pavement replacement is constructed.

336.2.3 Temporary Pavement Replacement: Temporary pavement replacement, as required in Section [601](#), may be with cold-mix asphalt concrete, with a minimum thickness of 2 inches, using aggregate grading in accordance with Marshall mix design of Section [710](#). Permanent pavement replacement shall replace temporary repairs within 5 working days after completion of temporary work.

Temporary pavement replacement shall be used in lieu of immediate placement of single course permanent replacement or the first course of two course pavement replacement only on transverse lines such as spur connections to inlets, driveways, road crossings, etc., when required by the Engineer, by utilities or others who subcontract their permanent pavement replacement, under special prior arrangement; or for emergency conditions where it may be required by the Engineer. Temporary pavement replacement shall be placed during the same shift in which the backfill to be covered is completed.

Rolling of the temporary pavement replacement shall conform to the following:

- (A) Initial or breakdown rolling shall be followed by rolling with a pneumatic-tired roller. Final compaction and finish rolling shall be done by means of a tandem power roller.
- (B) On small areas or where equipment specified above is not available or is impractical, the Engineer will approve the use of small vibrating rollers or vibrating plate type compactors provided comparable compaction is obtained.

The surface of the temporary pavement shall be finished flush with the adjacent pavement.

336.2.4 Permanent Pavement Replacement and Adjustments:

336.2.4.1 Permanent Asphalt Pavement Replacement: All asphalt pavement replacement shall match gradation and thickness of the existing pavement. Immediately preceding the placement of permanent pavement the density of the base material shall comply with requirements of Table [601-2](#). Asphalt concrete pavement shall be compacted to the same density specified in Section [321](#). The compacted thickness of all courses shall conform to the recommended thicknesses of Table [710-1](#).

Unless otherwise noted, asphalt concrete pavement replacement shall comply with the following:

- (A) Single course pavement replacement shall consist of a 1/2" or 3/4" mix in accordance with Section [710](#).
- (B) The base course(s) of a multi-course pavement replacement shall consist of a 3/4" mix in accordance with Section [710](#).
- (C) The surface course of a multi-course pavement replacement shall consist of a 3/8" or 1/2" mix in accordance with Section [710](#) to match the existing surface.
- (D) Where the base course is to be placed with non-compactive equipment, it shall be immediately rolled with a

SECTION 336

pneumatic-tired roller.

(E) Pavement replacement over trenches where the pavement replacement width is 6 feet or more, all courses shall be placed with self-propelled spreading and compacting equipment. When the pavement replacement width is from 6 to 8 feet, self-propelled spreading and compacting equipment shall not be wider than 8 feet.

(F) Placement of the surface course is to be by means which will result in a surface flush with the existing pavement. The pavement replacement surface shall not vary more than 1/4 inch from the lower edge of a straightedge placed across the replacement pavement surface between edges of the existing matched surfaces. When the pavement replacement includes replacement of the roadway crown, the surface smoothness shall comply with requirements of Section [321](#).

(G) Pavement replacement extending to the edge of asphalt pavement not abutting concrete shall have a safety edge or thickened edge constructed per Detail 201 as deemed appropriate by the local jurisdiction.

For trench cuts, pavement widening, or other partial pavement installations greater than 300 feet in length the entire area shall be slurry seal coated in accordance with Section [332](#) or as otherwise specified. The seal coat shall extend from the edge of pavement or lip of gutter to the street centerline except that on residential streets less than 36 feet face to face of curb and where the pavement patch straddles the centerline, the entire width of street shall be seal coated.

In lieu of placing the seal coat as required previously, and with approval of the local jurisdiction, the Contractor may deposit with the Street Maintenance Department for credit, a negotiated agreed upon amount. The Street Maintenance Department will incorporate this work into their street maintenance program.

336.2.4.2 Adjustments: When new or existing manholes, valves, survey monuments, clean outs, etc. fall within the limits of the permanent pavement replacement as discussed in this Section, the Contractor shall be responsible for adjusting the various items to the new pavement surface.

The Contractor shall coordinate with the Engineer and with representatives of the various utilities regarding the adjustment and inspection of the work. The Contractor shall be responsible for obtaining and complying with all specifications, special requirements, and details for the adjustment of utility company facilities. When adjusting the Agency's utilities, survey monuments, etc., the adjustment will comply with these specifications and details.

The work will be done in compliance with OSHA standards and regulations regarding confined space entry. The Contractor shall remove all material attached to the lids and/or covers including that of prior work. The method of removal shall be approved by the Engineer and/or the Utility Representative.

336.3 TYPES AND LOCATIONS OF TRENCH SURFACE REPLACEMENT:

Trench backfill shall be in place and compacted to the density required in Table [601-2](#) prior to the placement of the asphalt concrete structural section or other surfacing.

Laying a single course or the base course(s) of the asphalt concrete pavement replacement for trenches shall never be more than 1320 feet behind the ABC placement for the pavement replacement.

Type of surface replacement required for trenches shall be as noted on the plans or special provisions and construction shall be in accordance with Detail 200-1 and 200-2. If a trench repair type is not noted on the plans or specified in the special provisions, the following criteria will govern:

Type A trench repair will be used for all asphalt concrete paved streets where the excavation is essentially longitudinal or parallel to traffic. Full depth longitudinal joints shall not be located within forty-eight inches (48") of an asphalt pavement edge or within a lane wheel path. The lane wheel path for a traffic lane is the entire lane width except the area within one foot of a traffic lane line stripe and except the center two feet of the lane. The lane wheel path for a designated bike lane is the entire lane width except the area within six inches (6") of a bike lane edge stripe. When the surface match point is located within 48" of an asphalt pavement edge, all asphalt surfacing shall be removed to the asphalt edge, the replacement surfacing shall extend to the asphalt edge. The traffic lane wheel path restrictions for full depth longitudinal joints do not apply for offset joints that provide at least a six-inch horizontal offset between the surface course joint and the joint in the underlying asphalt layer. The depth of the asphalt surface course shall be equal to or greater than the minimum thickness recommended in Table [710-1](#).

SECTION 336

T-Top trench repair will be used where the excavation is essentially transverse or not parallel to traffic, including trenches that go through an intersection.

Type B trench repair shall only be used when specified by the local jurisdiction.

Type D trench repair will be used to repair surfaces other than asphalt concrete or portland cement concrete pavement. The surface replacement shall be of a like type and depth as the existing material, compacted to the densities required in Section [601](#).

Where a longitudinal trench is partly in pavement, the pavement shall be replaced to a neat straight line located at the outer limits of the existing pavement.

Where asphalt pavement replacement extends to an uncurbed asphalt edge, the agency designated edge treatment shown in Detail 201 (Type A, Type B, or Safety Edge) shall be installed.

Where a trench is in a landscaped or graded area outside of pavement, no special surface treatment is required except as indicated by plans or specifications.

336.4 MEASUREMENT:

Measurement for surface replacement shall be by the square yard, based on actual field measurement of the area covered except as noted below.

(A) In computing pay quantities for surface replacement of Type B trench repair, the default pay width will be based on the dimension calculated from Table [601-1](#) for the “Maximum Width at Top of Pipe Greater Than O.D. of Barrel.” The pay width will be adjusted to the minimum required field width when relocation of the pavement match point is due to the remnant requirement or when pavements less than 4” thick are required to be adjusted outside of a wheel path.

(B) In computing pay quantities for surface replacement of a T-Top or Type A trench repair, the default widths will be based on the dimension calculated from Table [601-1](#), for the “Maximum Width at Top of Pipe Greater Than O.D. of Barrel” plus 24 inches. The pay width will be adjusted to the minimum required field width when relocation of the pavement match point is due to the remnant requirement or when pavements less than 4” thick are required to be adjusted outside of a wheel path. In all cases, the minimum pay width for T-Top or Type A surface replacement shall be 48 inches.

(C) In computing pay quantities of surface replacement for Type D trench repair, pay widths will be based on the dimension calculated from Table [601-1](#) for the “Maximum Width at Top of Pipe Greater Than O.D. of Barrel.” In all cases, the minimum pay width for Type D surface replacement shall be 48 inches.

(D) Where a longitudinal trench is partly in asphalt pavement, pay quantities shall not exceed actual pavement replacement quantities. The measurement shall be the area as allowed for the respective Type A or Type B trench repair limited to that portion located within the existing pavement. The minimum 48 inch pay width for the Type A pavement replacement does not apply when the trench is partially in pavement.

(E) The length of pavement and surfacing replacement shall be measured through any manhole, valve box, or other structure constructed in the pipe line, and any pavement or surface replacement and/or seal treatment in excess of the trench repair width shall be considered and included in the bid item for such structure.

(F) Any pavement replacement in excess of the specified pay widths necessitated by the installation of valves, tapping sleeves and valves, valve by-passes, and concrete thrust blocks shall be included in the bid price for these items.

(G) Measurement of pavement and surfacing replacement shall be made along the finished surface excluding any extra replacement required due to Contractor caused damage. The measured quantity shall be computed to the nearest square yard.

(H) No separate measurement or payment will be made for the required construction of a Detail 201 edge treatment.

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336.5 PAYMENT:

Direct payment for pavement or other surface replacement will be made for replacement over all pipe trench cuts except as otherwise noted in the special provisions. Payment for surface replacement over other work shall be included in the cost of constructing that work.

Payment for temporary pavement replacement shall be included in the cost of the pipe.

Payment for pavement replacement shall include the replacement cost of any existing pavement markings that have been degraded, obscured, obliterated or removed.

When a Contractor has the option of jacking and/or boring or open cut construction, and elects to construct a pipeline by the jacking and/or boring method, the Contractor will be paid for the replacement of such items of work as pavement, curb and gutter, sidewalk, driveway, and alley entrances, as allowed for open cut construction.

- End of Section -

SECTION 345

ADJUSTING FRAMES, COVERS AND VALVE BOXES

345.1 DESCRIPTION:

The Contractor shall furnish all labor, materials, and equipment necessary to adjust all frames, covers and valve boxes as indicated on the plans or as designated by the Engineer. The frames shall be set to grades established by the Engineer.

The Contractor may elect to remove old frames, covers, and valve boxes and then install new frames and/or boxes in accordance with standard detail drawings at no additional cost to the Contracting Agency.

The Contractor shall be responsible for maintaining an accurate description and location of all items to be adjusted. The locations shall be referenced with map documentation by the use of swing ties or GPS locations. This information shall be supplied to the Engineer and utility owner(s) prior to taking any action that would hide or restrict access to the items to be adjusted.

Any missing or defective frames, covers, valve boxes or related hardware shall be reported to the Engineer in writing during the initial location process to allow for timely replacement. The Engineer shall be responsible for providing replacement items to the contractor. The contractor is responsible for providing items required to accomplish the required adjustments such as additional adjusting rings, valve box extensions, meter box extensions, and pull box extensions.

345.2 LOWERING PROCEDURE:

If required, manholes, valve boxes, or survey monuments located within the paved areas to be milled or reconstructed shall be lowered to an elevation that will allow required work to be accomplished without damaging the facilities. Care shall be taken to prevent entrance of any material into the lowered facilities. Lowering shall be to a depth that will prevent damage to the utility during the construction activities.

All manhole frames, valves boxes, survey hand hole frames and related items removed by the contractor during the lowering process shall be maintained in a secure area, and the contractor shall bear full responsibility for the material. Any hardware items lost or damaged by the contractor shall be replaced in kind, at no additional cost to the Contracting Agency.

Preparation for Milling: Temporary asphalt concrete shall be placed over the steel plate filling the excavated area. The temporary pavement shall be maintained until removed during the adjustment to final grade. For manholes located on major streets that are to be kept opened to vehicular traffic, hot mix asphalt shall be used to backfill the excavated areas and compacted flush with the existing pavement prior to opening up to traffic. In residential or low volume streets with minimal traffic, cold mix or other approved product may be used for temporary pavement. No measurement or payment shall be made for temporary pavement placement or removal.

345.3 ADJUSTING FRAMES:

The Contractor shall loosen frames in such a manner that existing monuments, cleanouts, manholes, and valve boxes will not be disturbed or damaged. Debris shields shall be used to prevent debris from entering sanitary or storm sewers. All loose material and debris shall be removed from the excavation and the interiors of structures prior to resetting frames. If dirt or debris enters the sewer system the contractor shall be responsible for cleaning the sewer system for a minimum of one reach (the next downstream structure from the contamination point.)

Frames shall be set to match finished grade or the elevations and slopes established by the Engineer. Manhole frames shall be firmly blocked in place with masonry or metal supports. Spaces between the frame and the facility shall be sealed on the inside to prevent any concrete from entering the hand hole or manhole. A Class AA concrete collar shall be placed around and under the frames to provide a seal and properly seat the frame at the required elevation and slope. Concrete shall be struck off flush with the top of the existing pavement.

Adjustments of utilities, if located within the asphalt pavement, shall be made after placing the final surface course when there is only a single lift of pavement required. When there are multiple lifts of pavement required, adjustments may be made before the final surfacing or as directed by the Engineer.

SECTION 345

After removal of the temporary asphalt pavement in the area of adjustment, and prior to placement of the final concrete collar ring (as shown on Details 270 and 422) the asphalt pavement in proximity of the adjustment shall be rolled with a self-propelled steel wheel roller if requested by the Engineer.

345.4 ADJUSTING VALVE BOXES:

Valve boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

Adjustable valve boxes shall, if possible, be brought to grade by adjustment of the upper movable section. Any excavated area shall be filled with Class AA concrete to the level of the existing pavement, or as directed by the Engineer.

Concrete pipe valve boxes in areas not subject to vehicular traffic shall be adjusted to grades by installing a suitable length of metal or concrete pipe, of the same inside diameter as the present valve box, and reinforcing the outside with a concrete collar extending from at least 2 inches below the joint up to and flush with the top of the valve box extension. This collar shall be of Class AA concrete. The dimension from the outside of the box to the outside of the collar shall not be less than 2 inches. This adjustment will be known as Type B.

In areas subject to vehicular traffic and where the existing valve box is a Type B, the adjustment to the new elevation shall be made using the old cover and installing a new 8 inch frame in accordance with the standard detail for installation of valve boxes in vehicular traffic areas. This adjustment shall be known as Type BA.

Adjustment of existing Type A valve boxes to the new elevations shall be as described in Subsection 345.2. This adjustment shall be known as Type A.

345.5 ADJUSTING MANHOLE AND VALVE COVERS WITH ADJUSTMENT RINGS:

Adjusting rings may be used to raise manhole covers in asphalt pavements when deemed acceptable by the Engineer. The amount of adjustment, thickness of seal or overlay, and cross slope will be considered when using adjusting rings. Each location where an adjusting ring is used must have a sufficient depth of asphalt to assure the proper installation and operation of the ring. The rings shall be made of a concrete, non-metallic, polypropylene or fiberglass material and installed per the manufacturer's specifications. The rings shall be approved by the Engineer.

The concrete collar ring around the frame or valve box shall be circular, and shall be a minimum of eight (8) inches thick, placed flush with the adjacent new pavement surface. Concrete shall be a minimum of Class AA on all paved streets. All concrete shall be obtained from plants approved by the Engineer.

If required by the Contracting Agencies specifications or details, a single No. 4 rebar hoop will be placed in each adjustment collar. The hoop diameter shall be such that its placement is centered between the edge of the manhole frame or valve box, and the outer edge of the concrete collar, the depth of the hoop shall be centered in the thickness of the collar. Each concrete ring shall be scored radially at quarter-circle points. Score lines shall be ¼ -inch wide by ½ - inch deep. The concrete collar surface shall be rough broom finished. (See Details 270 and 422).

Traffic shall not be allowed on the concrete collars until the concrete had reached a minimum compressive strength of 2500 psi on residential and 3000 psi on collector and major streets. On major streets the contractor shall use "high-early" in the concrete mix, approved by the Engineer, to minimize delay in reopening the street(s) to traffic.

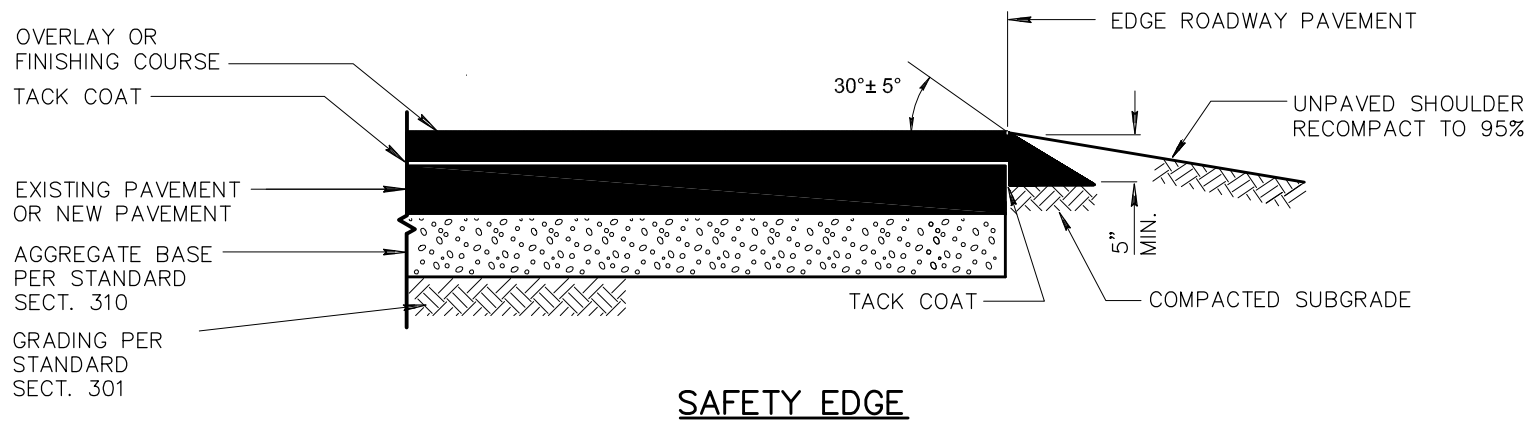
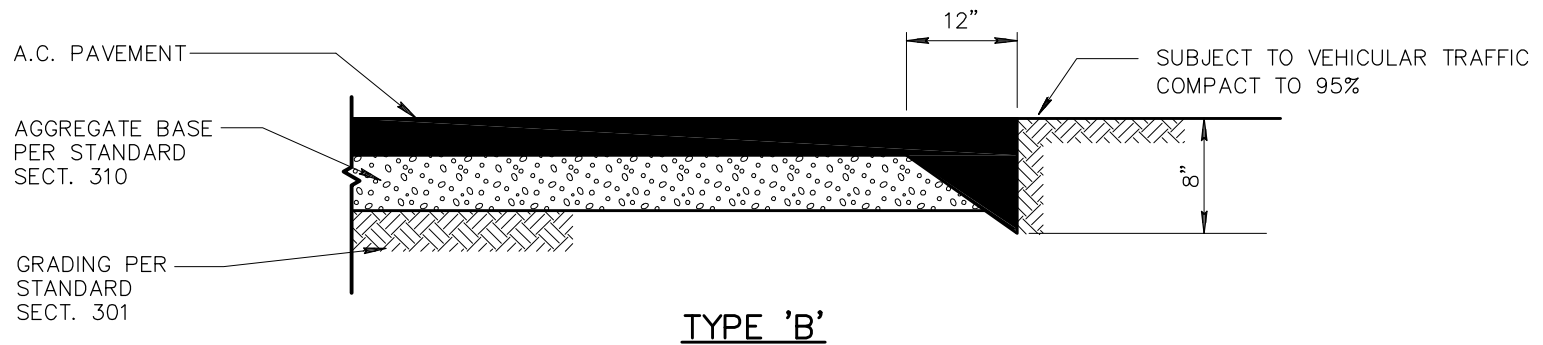
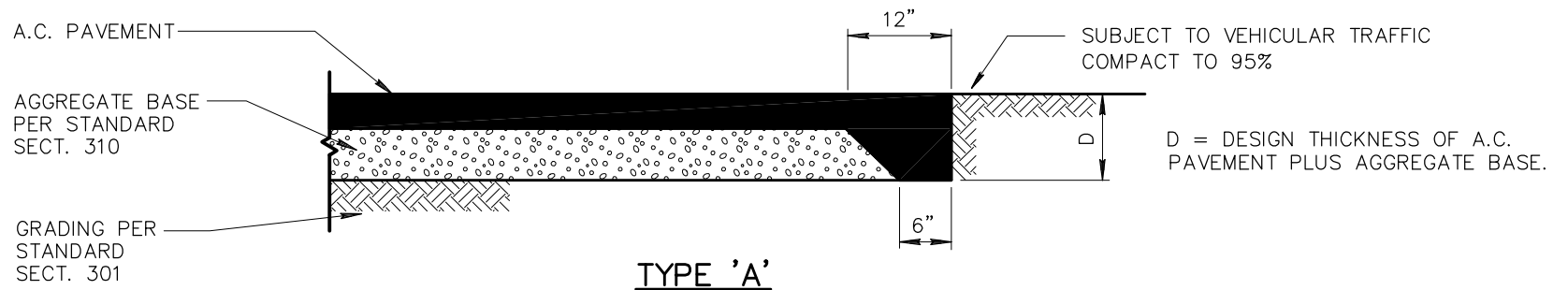
345.6 MEASUREMENT:

The quantities measured will be the actual number of frames, covers and valve boxes of each type, adjusted and accepted.

345.7 PAYMENT:

Accepted quantities, will be paid for at the contract unit price. Payment shall be compensation in full for all materials, labor, equipment and incidentals necessary to complete the work.

- End of Section -



DETAIL NO.

201



STANDARD DETAIL
ENGLISH

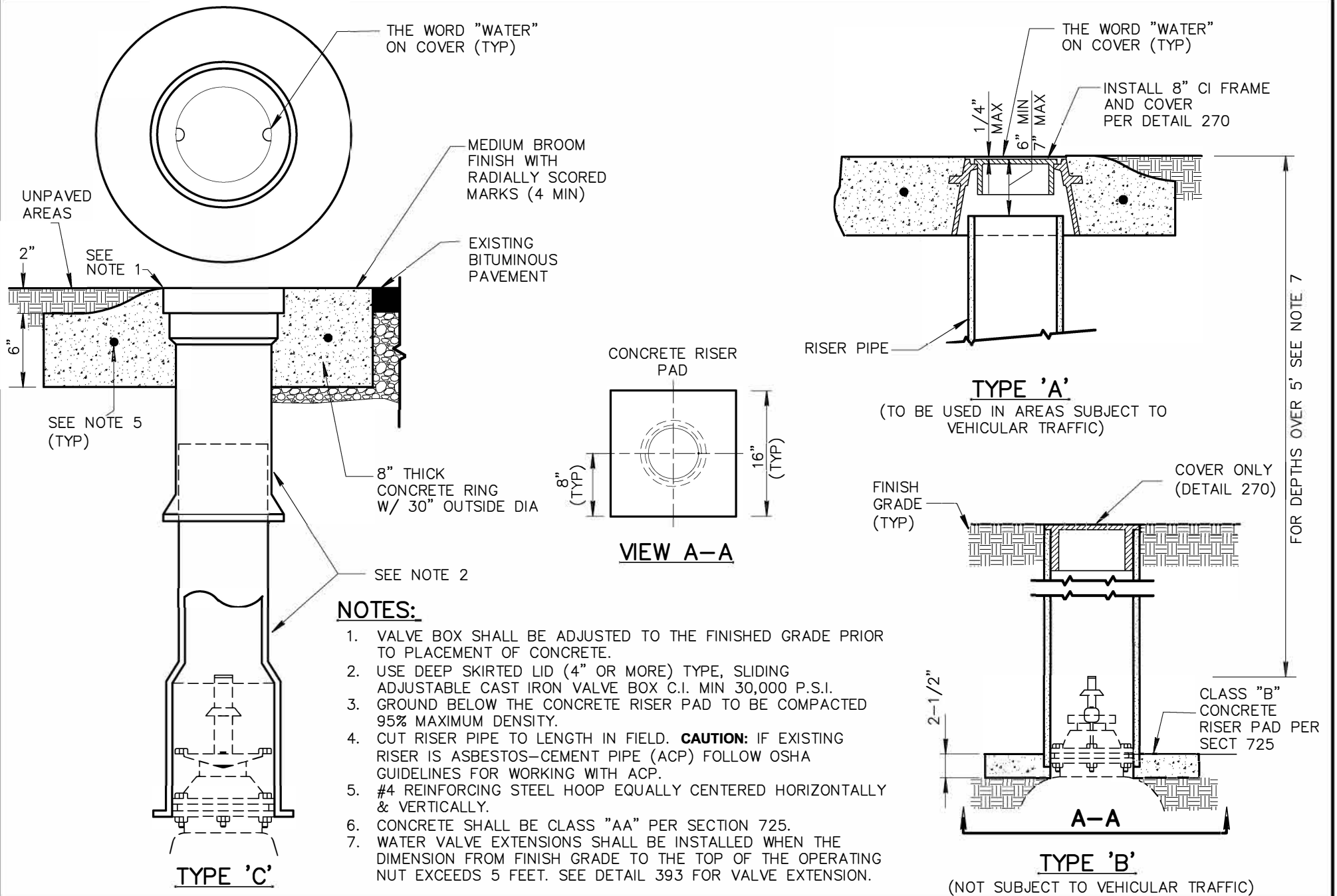
ASPHALT PAVEMENT EDGE DETAILS

DATE

01-01-2014

DETAIL NO.

201



DETAIL NO.

391-1



STANDARD DETAIL
ENGLISH

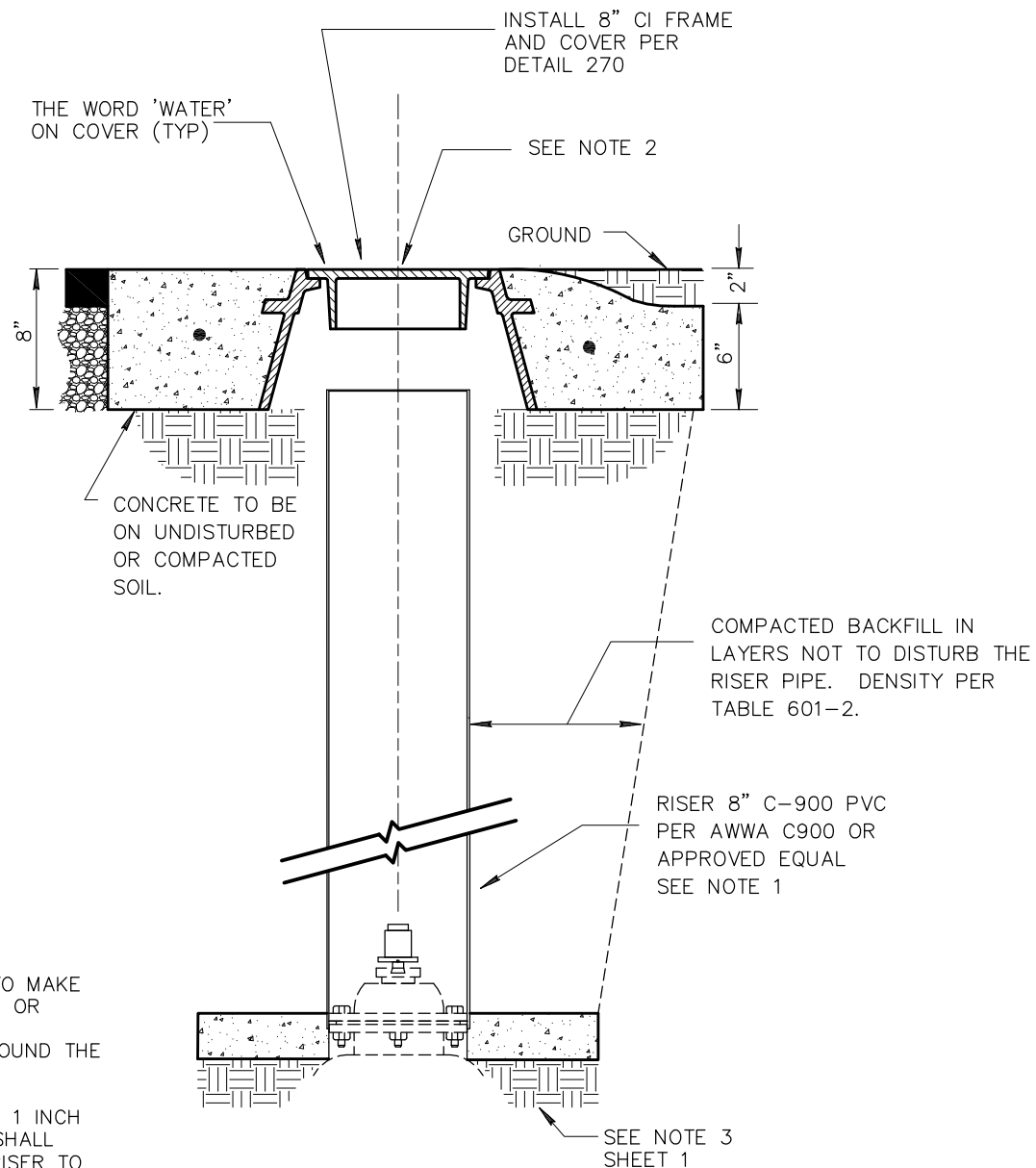
VALVE BOX INSTALLATION AND GRADE ADJUSTMENT

REVISED

01-01-2018

DETAIL NO.

391-1



NOTES:

1. IF TWO OR MORE SECTIONS OF PIPE ARE USED TO MAKE THE VALVE BOX RISER, THEY SHALL BE COUPLED OR BONDED TO FORM DEBRIS-TIGHT JOINTS.
2. VALVE BOX SHALL BE PLUMB AND CENTERED AROUND THE OPERATING NUT.
3. THE TOP OF THE VALVE SHALL BE KEPT CLEAN.
4. THE TOP OF THE RISER SHALL BE A MINIMUM OF 1 INCH ABOVE UNDISTURBED OR COMPACTED SOIL AND SHALL HAVE A MINIMUM CLEARANCE OF 2" FROM THE RISER TO THE LID SKIRT.

DRAFT
391-2



STANDARD DETAIL
ENGLISH

VALVE BOX INSTALLATION AND GRADE ADJUSTMENT

REVISED
01-01-2017

DETAIL NO.
391-2

APPENDIX B

REFERENCED

ADOT

STANDARD

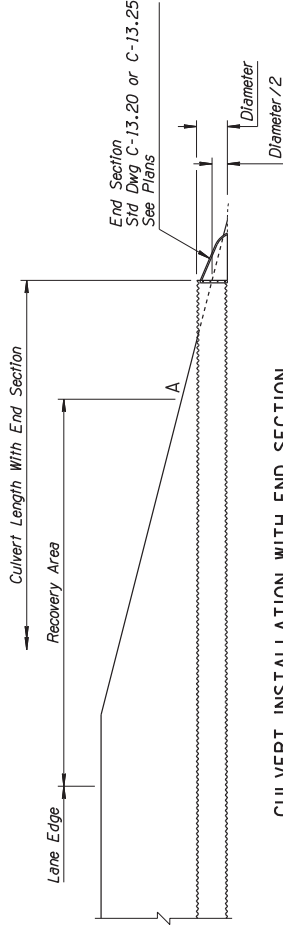
DETAILS

DESCRIPTION OF REVISIONS		MADE BY	DATE
1	REISSUED STANDARD DRAWING	RLF	7/05
2			
3			
4			

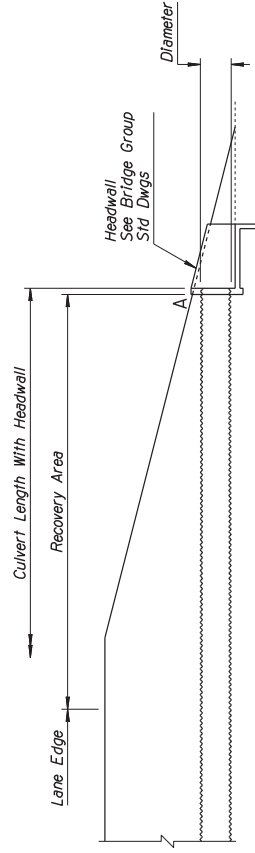
GENERAL NOTES

1. See plans for any required inlet and/or outlet protection.
2. E dimension applies to both non-trench and trench conditions.
3. Minimum cover over pipe culverts shall be 1', measured from the top of pipe.
4. See Pipe Berm Requirement Detail for pipe berm requirements and Std Dwg C-03.10 for installation. If Point A is within the recovery area, then a pipe berm is required and Point B is set at the edge of the recovery area.
5. Slope plating shall conform to Std Spec 501.

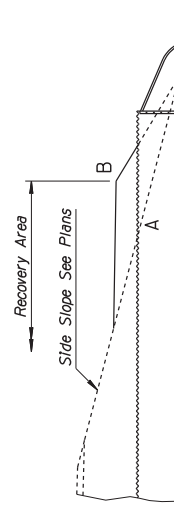
MINIMUM SPACING FOR MULTIPLE PIPES WITH HEADWALL	
Diameter or Span (In)	E (Ft-In)
18	2-6
24	3-0
30	3-9
36	4-6
42	5-3
48 to 66	OD + 3-0
72 and Over	OD + 3-0



CULVERT INSTALLATION WITH END SECTION

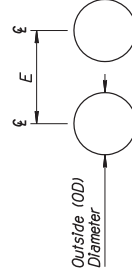


CULVERT INSTALLATION WITH HEADWALL

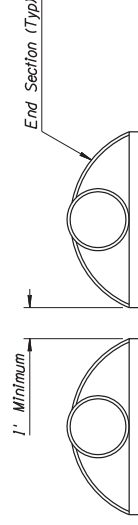


PIPE WITH BERM REQUIREMENT DETAIL

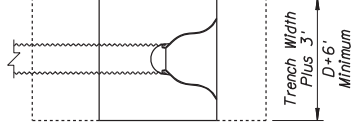
See General Note 4



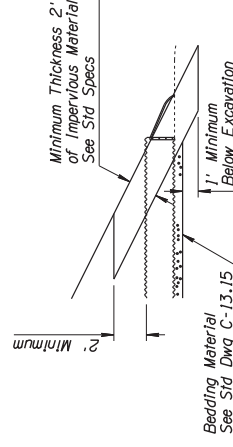
MINIMUM SPACING FOR MULTIPLE PIPES WITH HEADWALL



MINIMUM SPACING FOR MULTIPLE PIPES WITH END SECTIONS



PLAN



ELEVATION

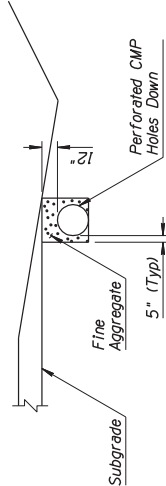
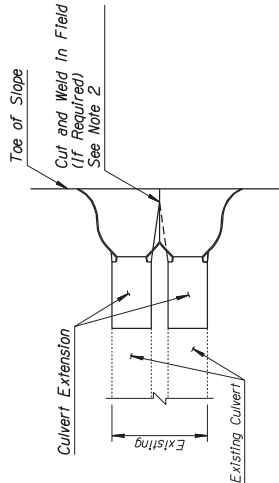
SLOPE PLATING FOR PIPE WITH END SECTIONS

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION	PIPE CULVERT INSTALLATION	DRAWING NO. C-13.10 Sheet 1 of 2

DESCRIPTION OF REVISIONS		MADE BY	DATE
1	NEW GENERAL NOTE 2	RLF	9/04
2			
3			
4			

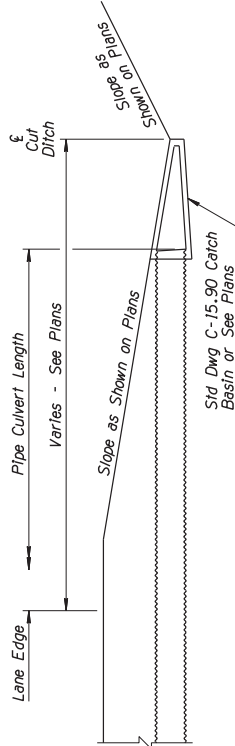
GENERAL NOTES

1. Minimum cover over pipe culverts shall be 12", measured from the top of pipe.
2. After welding, the damaged coating shall be cleaned by a wire brush and painted with at least one full coat of *Pain* Number 4, or given two coats of an approved tar asphalt paint, as directed by the Engineer.

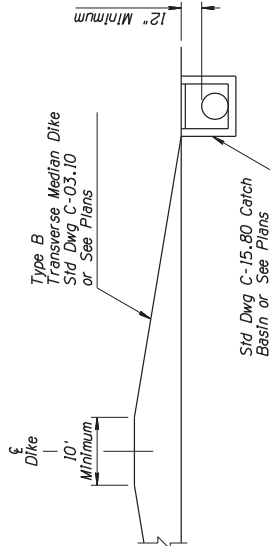


PERFORATED CMP INSTALLATION

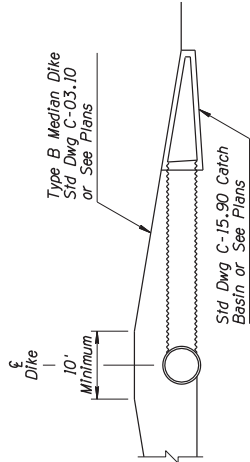
SPECIAL MULTIPLE PIPE END SECTION DETAIL FOR PIPE CULVERT EXTENSIONS ONLY



PIPE AND CATCH BASIN INSTALLATION AT SAG CONDITION OF CUT DITCH



PIPE AND CATCH BASIN INSTALLATION AT BASE OF TRANSVERSE DIKE



PIPE AND CATCH BASIN INSTALLATION AT FACE OF TRANSVERSE DIKE

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV.
APPROVED FOR DISTRIBUTION	PIPE CULVERT INSTALLATION	5/12
		DRAWING NO.
		C-13.10
		Sheet 2 of 2

DESCRIPTION OF REVISIONS		MADE BY	DATE
1	REVISED SPECIFICATIONS	RLF	9/04
2			
3			
4			

GENERAL NOTES

1. Pipes shall be installed either in a trench condition or in a non-trench condition in natural ground or in embankment.
2. In a trench condition, the vertical and horizontal limits shall be maintained. If horizontal limits are exceeded or the vertical limits are not maintained, a non-trench condition exists.
3. Bracing and sloping shall conform to OSHA requirements.
4. Pipe backfill may be bedding material.
5. In a non-trench condition, the embankment for pipe stability shall be constructed in lifts to the limits shown in the detail simultaneously with the bedding material and pipe backfill. If the contractor chooses to construct it as a trench condition, the embankment shall be constructed before excavating the trench.

D - Outside diameter of full circle pipe or arch pipe, elliptical pipe.

T - Minimum wall thickness for NRCIPCP; See Plans.

- ① For $D < \text{than } 4'$: $D + 6"$ each side, minimum $D + 2'$ each side, maximum
- ① For $D \geq \text{than } 4'$: $D + 1'$ each side, minimum $D + 3'$ each side, maximum

① - 6 inches except when on unyielding or unstable material. See Std Specs.

① - 6 inches except when on unyielding or unstable material. See Std Specs.

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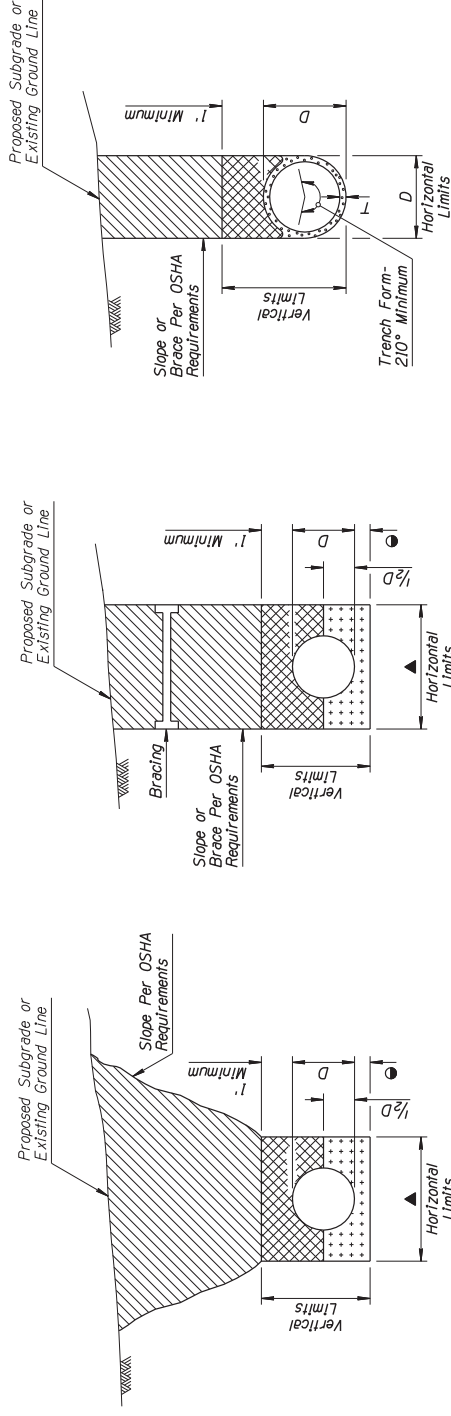
① - 6 inches except when on unyielding or unstable material. See Std Specs.

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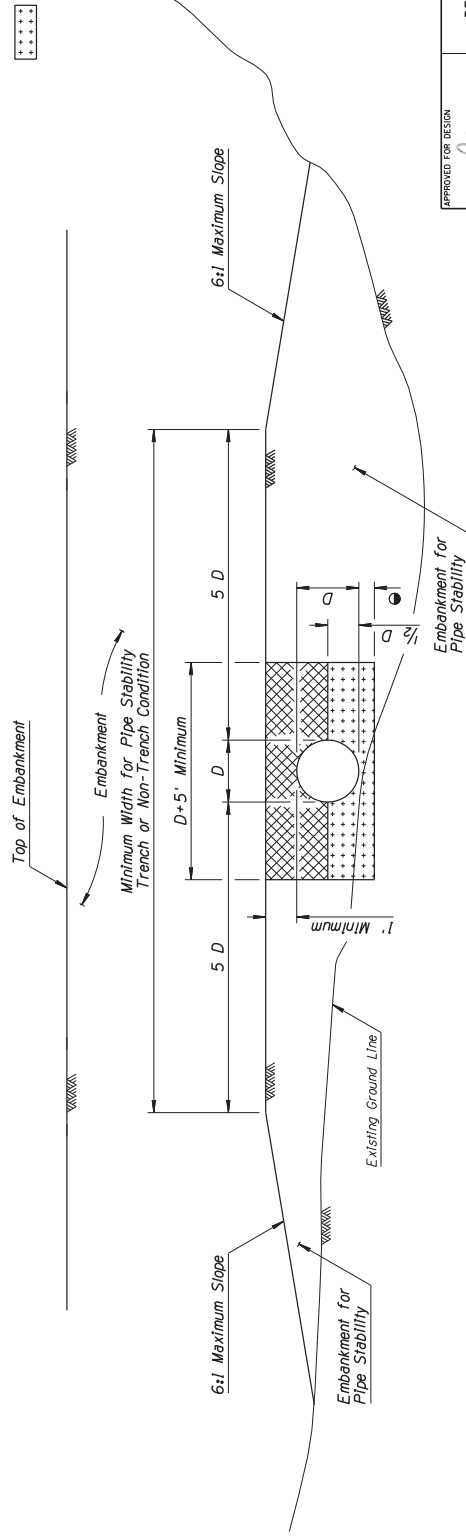
① - 6 inches except when on unyielding or unstable material. See Std Specs.



TRENCH CONDITION
NRCIPCP IN NATURAL GROUND
OR IN EMBANKMENT

TRENCH CONDITION
IN NATURAL GROUND OR IN EMBANKMENT
WITH BRACING SHOWN

TRENCH CONDITION
IN NATURAL GROUND OR IN EMBANKMENT
WITHOUT BRACING



NON-TRENCH CONDITION

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV.
APPROVED FOR DISTRIBUTION	TYPICAL PIPE INSTALLATION	5/12
		DRAWING NO. C-13.15

APPENDIX C

(PROJECT PLANS)

LEGEND

	EXISTING MAJOR CONTOUR EXISTING MINOR CONTOUR EXISTING FLOWLINE EXISTING STORM DRAIN EXISTING GAS LINE EXISTING OVERHEAD ELECTRIC LINE EXISTING UNDERGROUND ELECTRIC LINE EXISTING CABLE TV LINE EXISTING TELEPHONE LINE EXISTING FIBER OPTIC LINE EXISTING BARBED WIRE FENCE EXISTING WALL
	EXISTING CONCRETE EXISTING STRUCTURE EXISTING PAVEMENT PROPOSED ROAD CENTERLINE PROPOSED EASEMENT PROPOSED MAJOR CONTOUR PROPOSED MINOR CONTOUR PROPOSED FLOWLINE PROPOSED STORM DRAIN PROPOSED CONCRETE PROPOSED PAVEMENT
	EXISTING GAS VALVE EXISTING GAS METER EXISTING ELECTRIC METER EXISTING UTILITY POLE EXISTING GUY ANCHOR EXISTING LIGHT POLE EXISTING SIGN POST EXISTING BOLLARD
	EXISTING TREE TO REMAIN (DIAMETER AND P=PINE, J=JUNIPER, D=DECIDUOUS)
	EXISTING TREE TO BE REMOVED (DIAMETER AND P=PINE, J=JUNIPER, D=DECIDUOUS)
	PROPOSED SIGN POST

SHEET INDEX

1	COVER SHEET
2	NOTES AND QUANTITIES SHEET
3-5	DETAIL SHEETS
6-7	GEOMETRIC CONTROL SHEETS
8-13	PLAN & PROFILE SHEETS
14-15	SWPPP PLAN & DETAILS

GILA COUNTY BOARD OF SUPERVISORS

MEMBER	TOMMIE CLINE MARTIN	DISTRICT I
CHAIRMAN	TIM R. HUMPHREY	DISTRICT II
VICE CHAIRMAN	WOODY CLINE	DISTRICT III

COUNTY MANAGER
JAMES MENLOVE

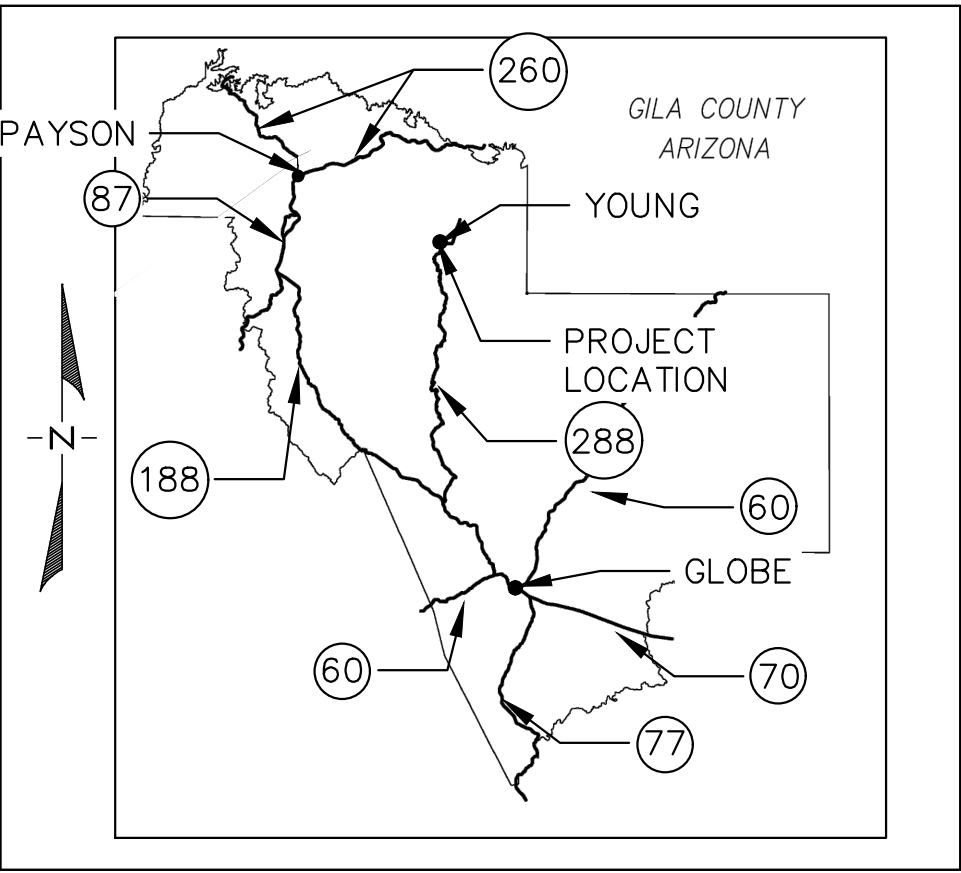
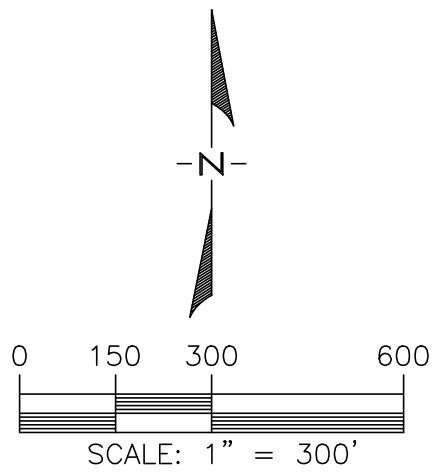
PUBLIC WORKS DIVISION DIRECTOR
STEVE SANDERS

SURVEY CONTROL

SURVEY CONTROL POINTS WERE PROVIDED BY
GILA COUNTY ENGINEERING DEPARTMENT AND
ARE SHOWN ON SHEETS 6 AND 7

GILA COUNTY – BAKER RANCH ROAD ROADWAY IMPROVEMENTS CONSTRUCTION PLANS

A PROPOSED IMPROVEMENT IN A PORTION OF SECTIONS 23 & 26,
TOWNSHIP 9 NORTH, RANGE 13 EAST, GILA AND SALT RIVER BASE AND
MERIDIAN, GILA COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

UTILITY ACKNOWLEDGEMENT

BY LETTER	ARIZONA PUBLIC SERVICE	DATE
BY LETTER	UNISOURCE ENERGY	DATE
BY LETTER	CENTURYLINK	DATE
BY LETTER	SUDDENLINK	DATE

CONCEPT APPROVAL
GILA COUNTY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR
ERRORS OR OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

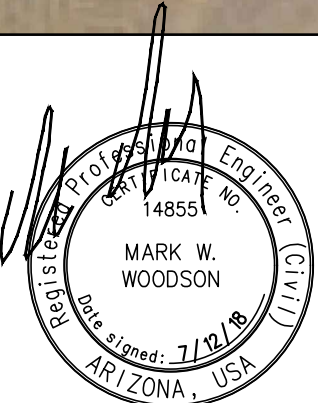
GILA COUNTY CONTACT

ATTN: MARK GUERENA, COUNTY ENGINEER
GILA COUNTY PUBLIC WORKS DIVISION
745 NORTH ROSE MOFFORD WAY
GLOBE, ARIZONA 85501
PH: 928-402-8507

OWNER
GILA COUNTY
745 N. ROSE MOFFORD WAY
GLOBE, AZ 85501
(928) 402-8507

ENGINEER
WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
(928) 774-4636

WOODSON
ENGINEERING & SURVEYING
124 N. ELDEN ST. FLAGSTAFF, AZ 86001
(928) 774-4636 WWW.WOODSONENG.COM



EXPIRES 12/31/2019



118901

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07/12/2018

GILA COUNTY – BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

DRAFTED BY: GCE
DATE: 3/7/18
PROJ. NO.: 118901
PLOT: 01 COVER

WOODSON ENGINEERING GENERAL NOTES

THE WORK SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT EDITION(S) OF THE FOLLOWING SPECIFICATIONS AND THESE PLANS: MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, MAG UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, GILA COUNTY ROADWAY DESIGN STANDARDS, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND ADOT STANDARD SPECIFICATIONS AND DRAWINGS.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF THE ABOVE STANDARDS, SPECIFICATIONS, AND DETAILS, AS WELL AS ALL OTHER STANDARDS AND SPECIFICATIONS WHICH MAY BE NECESSARY TO COMPLETELY AND ACCURATELY INTERPRET THESE PLANS.

ALL QUANTITIES SHOWN ARE APPROXIMATE AND ARE FURNISHED SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THEY DO NOT NECESSARILY CORRESPOND TO BID SCHEDULE ITEMS. PAYMENT WILL BE BASED ON BID SCHEDULE ITEMS FOR THE ENTIRE JOB AS SHOWN OR INFERRED BY THESE PLANS. THE CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR INDEPENDENTLY ESTIMATING QUANTITIES PRIOR TO BIDDING.

THE LOCATION OF EXISTING FEATURES INDICATED ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR MAKING COMPLETE AND ACCURATE ON-SITE DETERMINATIONS OF THE LOCATIONS OF ALL UTILITIES, STRUCTURES AND FIELD CONDITIONS, WHICH MAY AFFECT THE PROGRESS OF THE WORK.

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING WHAT PERMITS WILL BE REQUIRED FOR THE WORK AND OBTAINING AT HIS OWN EXPENSE ALL PERMITS REQUIRED UNLESS STATED OTHERWISE IN THE CONTRACT.

ALL ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS (EXCEPT AS NOTED).

THE REGISTRANTS DUTY TO SEAL PROFESSIONAL DOCUMENTS DOES NOT EXTEND TO STANDARD DETAILS OR SPECIFICATIONS THAT HAVE BEEN OFFICIALLY ADOPTED AND PROVIDED BY THE AGENCY THAT HAS JURISDICTION OVER THIS PROJECT. THE STANDARD DETAILS AND SPECIFICATIONS SHOWN WITH THESE DOCUMENTS ARE INCLUDED TO PROVIDE CLEAR AND COMPLETE INFORMATION AND WERE NOT PREPARED BY THE REGISTRANT.

GENERAL STRIPING NOTES

ALL PAVEMENT STRIPING SHALL CONFORM TO THE APPLICABLE ADOT SPECIFICATIONS FOR PAINT. ALL STRIPING SHALL BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

JOBSITE SAFETY

NEITHER THE PROFESSIONAL ACTIVITIES OF THE DESIGN PROFESSIONAL, NOR THE PRESENCE OF THE DESIGN PROFESSIONAL OR HIS OR HER EMPLOYEES AND SUB CONSULTANTS AT A CONSTRUCTION SITE, SHALL RELIEVE THE GENERAL CONTRACTOR AND ANY OTHER ENTITY OF THEIR OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING OR COORDINATING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. THE DESIGN PROFESSIONAL AND HIS OR HER PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PRECAUTIONS. THE CLIENT AGREES THAT THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT SHALL BE MADE EVIDENT IN THE CLIENT'S AGREEMENT WITH THE GENERAL CONTRACTOR. THE CLIENT ALSO AGREES THAT THE CLIENT, THE DESIGN PROFESSIONAL AND THE DESIGN PROFESSIONAL'S CONSULTANTS SHALL BE INDEMNIFIED AND SHALL BE MADE ADDITIONAL INSUREDS UNDER THE GENERAL CONTRACTOR'S GENERAL LIABILITY INSURANCE POLICY.

DRAINAGE MAINTENANCE DURING CONSTRUCTION

ADEQUATE DRAINAGE, EROSION AND SEDIMENT CONTROL MEASURES, BEST MANAGEMENT PRACTICES, AND/OR OTHER STORMWATER MANAGEMENT FACILITIES SHALL BE PROVIDED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. DAMAGES TO ADJACENT PROPERTY AND/OR THE CONSTRUCTION SITE CAUSED BY THE CONTRACTOR'S OR PROPERTY OWNER'S FAILURE TO PROVIDE AND MAINTAIN ADEQUATE DRAINAGE AND EROSION/SEDIMENT CONTROL FOR THE CONSTRUCTION AREA SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR PROPERTY OWNER.

CONSTRUCTION DRAINS SHALL BE PROVIDED AS NEEDED TO ENABLE WATER TO DRAIN FROM THE CONSTRUCTION AREA RAPIDLY AND WITHOUT DAMAGING THE WORK IN PROGRESS. TO FURTHER PROMOTE GOOD DRAINAGE OF THE SITE, DRAINAGE CHANNELS, CULVERTS, AND STRUCTURES, SHALL BE CONSTRUCTED FROM DOWNSTREAM TO UPSTREAM IN SUCH A WAY THAT, DURING CONSTRUCTION, THEY DO NOT IMPEDE THE FLOW OF WATER FROM THE CONSTRUCTION AREA.

NO EXTENSION OF TIME SHALL BE GRANTED ON ACCOUNT OF THE TIME REQUIRED TO MAKE SUCH REPAIRS.

EROSION CONTROL

STORMWATER POLLUTION PREVENTION PLANS ARE REQUIRED FOR ANY LAND DISTURBING ACTIVITY BETWEEN 1 AND 5 ACRES.

ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.

APPROXIMATE QUANTITIES
PUBLIC IMPROVEMENTS

DESCRIPTION	QUANTITY
Clear and Grub	L. SUM 1
Remove Existing Asphaltic Concrete	SQ. YD. 174
Remove Existing 4" PVC Culvert	L. FT. 25
Grader Ditch	L. FT. 105
Grading Roadway for Pavement	SQ. YD. 12,435
Install Non-Woven Filter Fabric	SQ. YD. 12,096
Aggregate Base, Class 2	CU. YD. 2,085
Install Geogrid	SQ. YD. 12,096
Pavement Termination	L. FT. 166
Adjust Survey Monument to Grade	EACH 1
Asphaltic Concrete (Misc. Structural)	TON 1,721
Corrugated Metal Arch Pipe (21"x15")	L. FT. 25
Pulverize Existing Chip Seal	SQ. YD. 5,827
Maintenance and Protection of Traffic	L. SUM 1
4" Yellow Stripe	L. FT. 10,310
18" White Stop Bar (4" Equivalent = 284 L. FT.)	L. FT. 63
Erosion Control and Pollution Prevention	L. SUM 1
Mobilization	L. SUM 1
Force Account Work (Unforeseen Conditions)	L. SUM 1
Construction Surveying & Layout	L. SUM 1

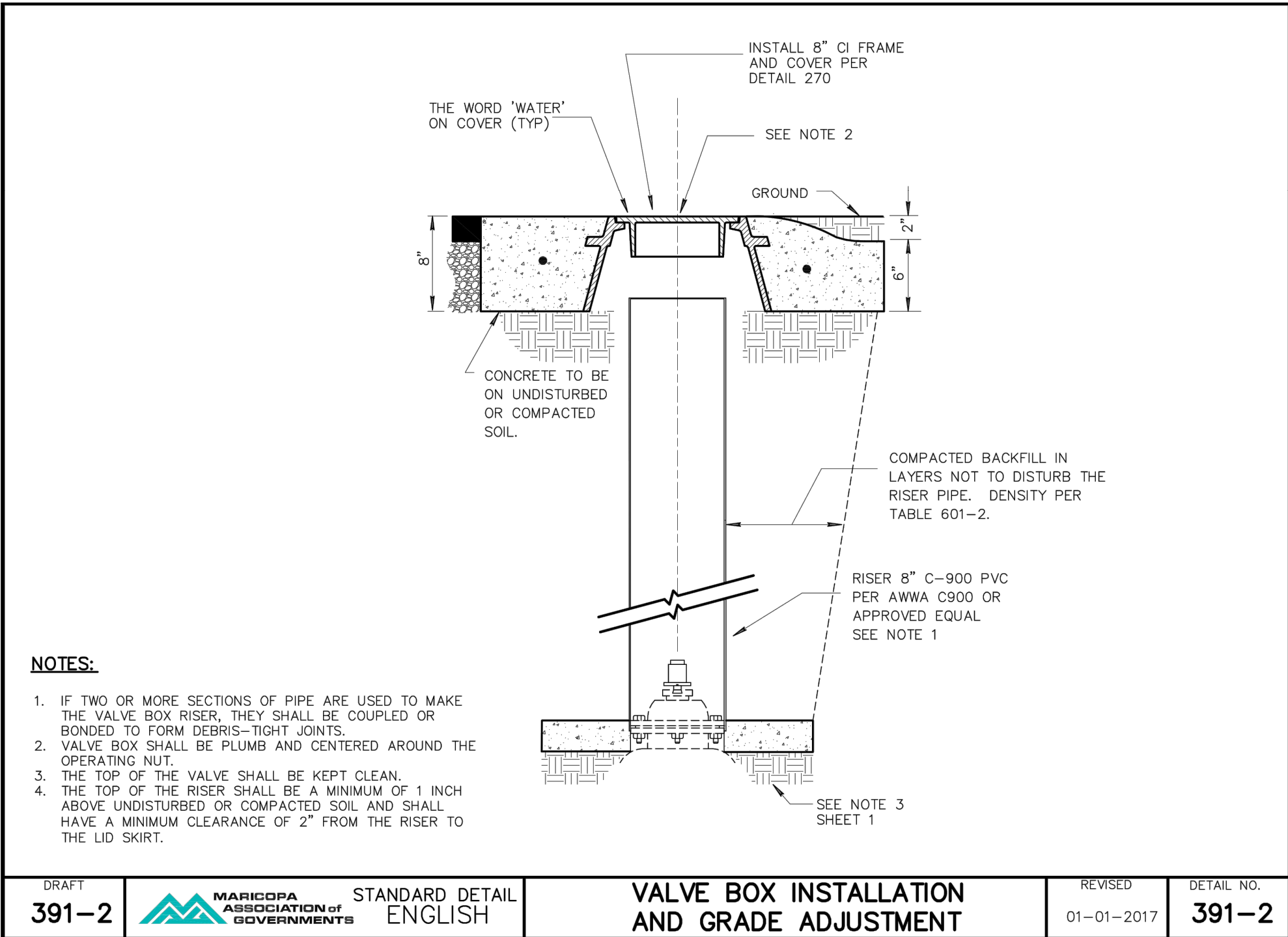
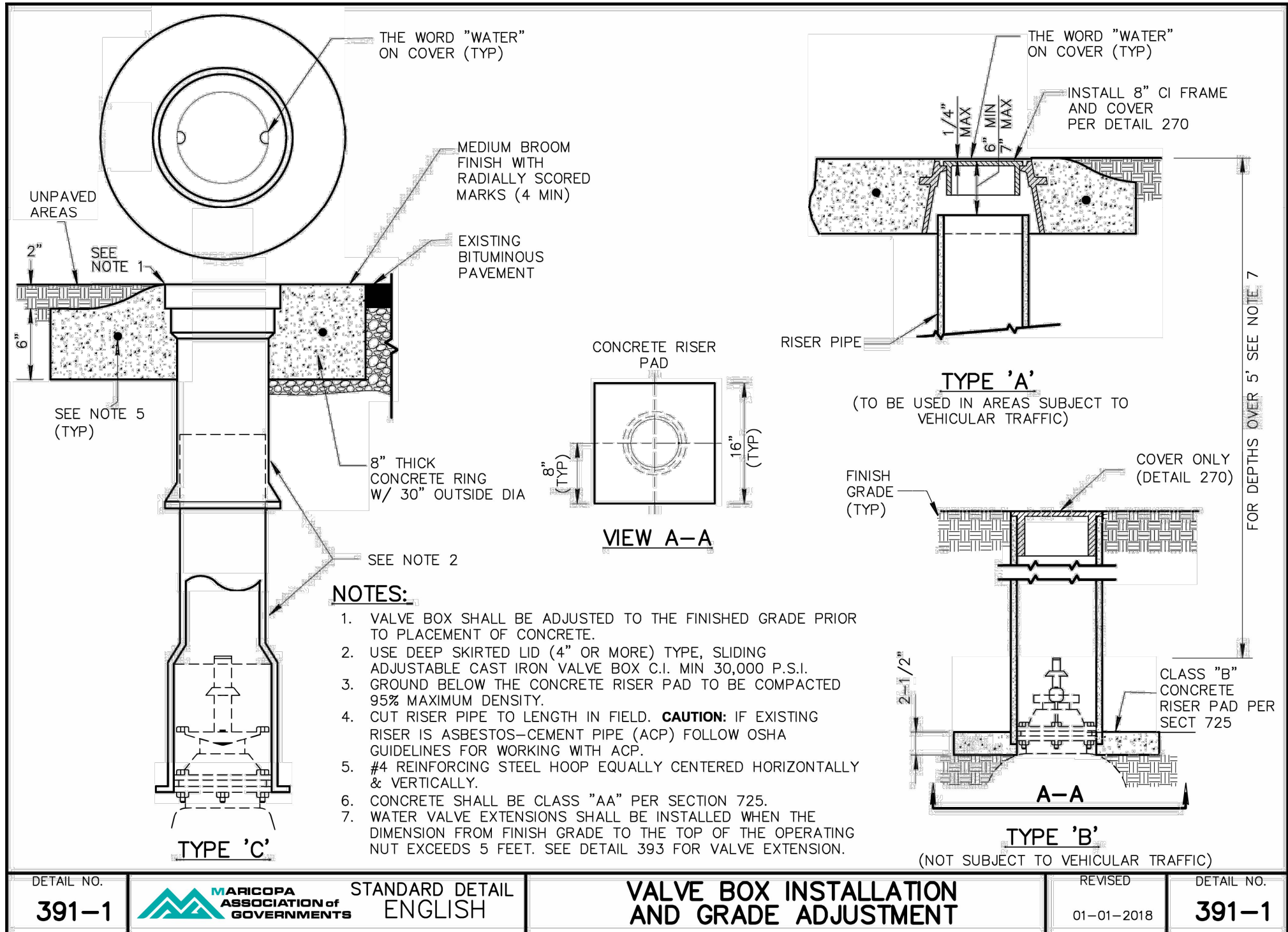
THE QUANTITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY ESTIMATING THE CONTRACT QUANTITIES. BY SUBMITTING HIS BID, THE CONTRACTOR REPRESENTS THAT THE TOTAL CONTRACT SUM IS ADEQUATE COMPENSATION FOR COMPLETING THE ENTIRE PROJECT AS SHOWN ON THE PLANS.

EARTHWORK QUANTITIES*

EXCAVATION**	626 CY
EMBANKMENT**	493 CY

*THIS TABLE SUMMARIZES OVERALL EARTHWORK QUANTITIES FOR THE PROJECT. THEY ARE NOT INTENDED TO BE BID ITEMS.

**ALL EARTHWORK VOLUMES SHOWN IN THIS TABLE DO NOT INCLUDE ANY SHRINK OR SWELL FACTORS.



WOODSON

ENGINEERING & SURVEYING
124 N ELDEN ST, FLAGSTAFF, AZ 86001
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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

NOTES &
QUANTITIES

118901

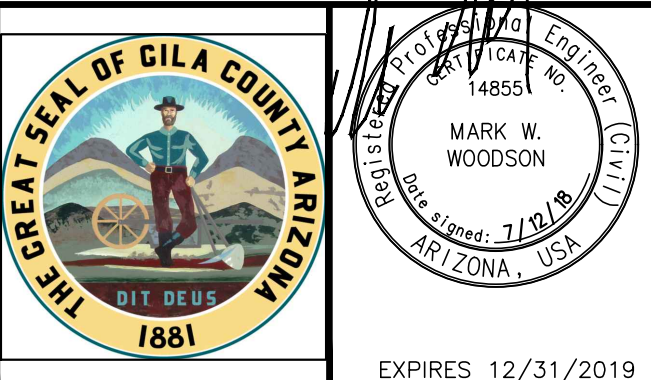
WOODSON ENGINEERING AND SURVEYING, INC.
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07/12/2018

GILA COUNTY - BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

A guide to getting underground facilities located before you dig
Know what's below.
Call before you dig.
ARIZONA811
Call 811 or visit www.Arizona811.com

REVISIONS:	

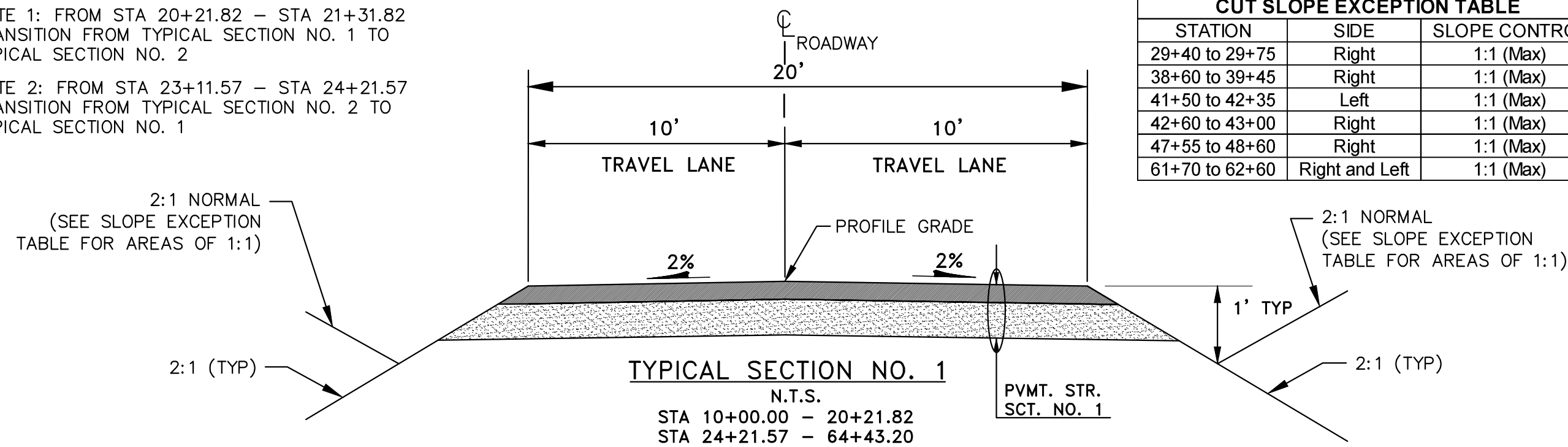


HOR SCALE:
VERT SCALE:
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: 2 OF 15

DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MWW

NOTE 1: FROM STA 20+21.82 - STA 21+31.82
TRANSITION FROM TYPICAL SECTION NO. 1 TO
TYPICAL SECTION NO. 2

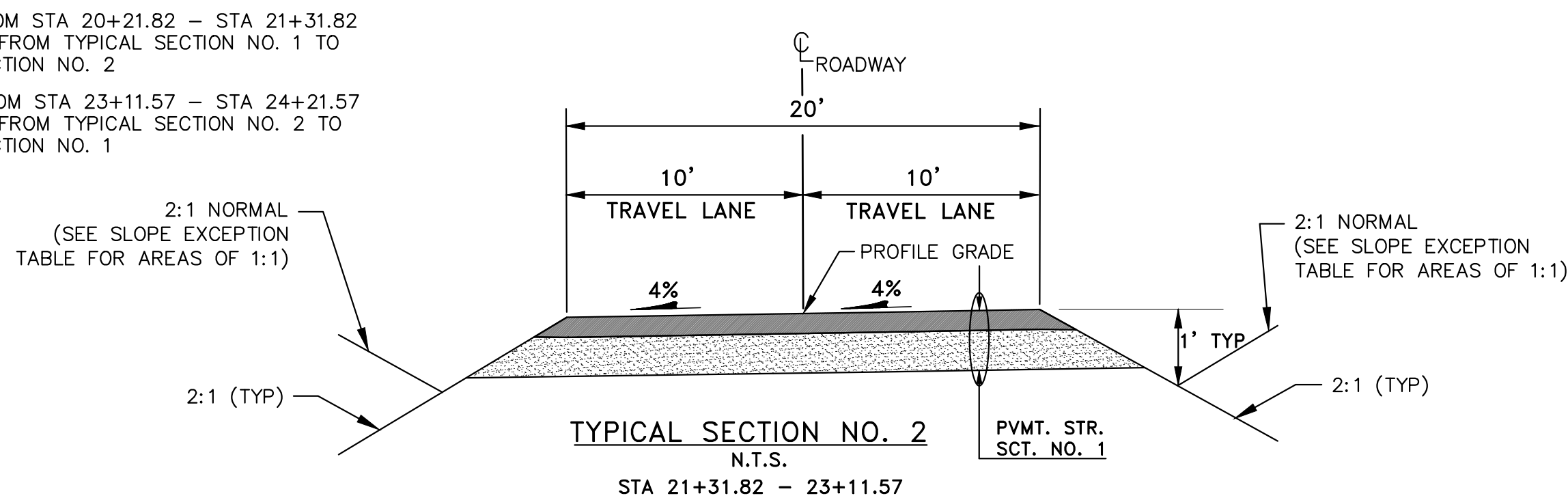
NOTE 2: FROM STA 23+11.57 - STA 24+21.57
TRANSITION FROM TYPICAL SECTION NO. 2 TO
TYPICAL SECTION NO. 1



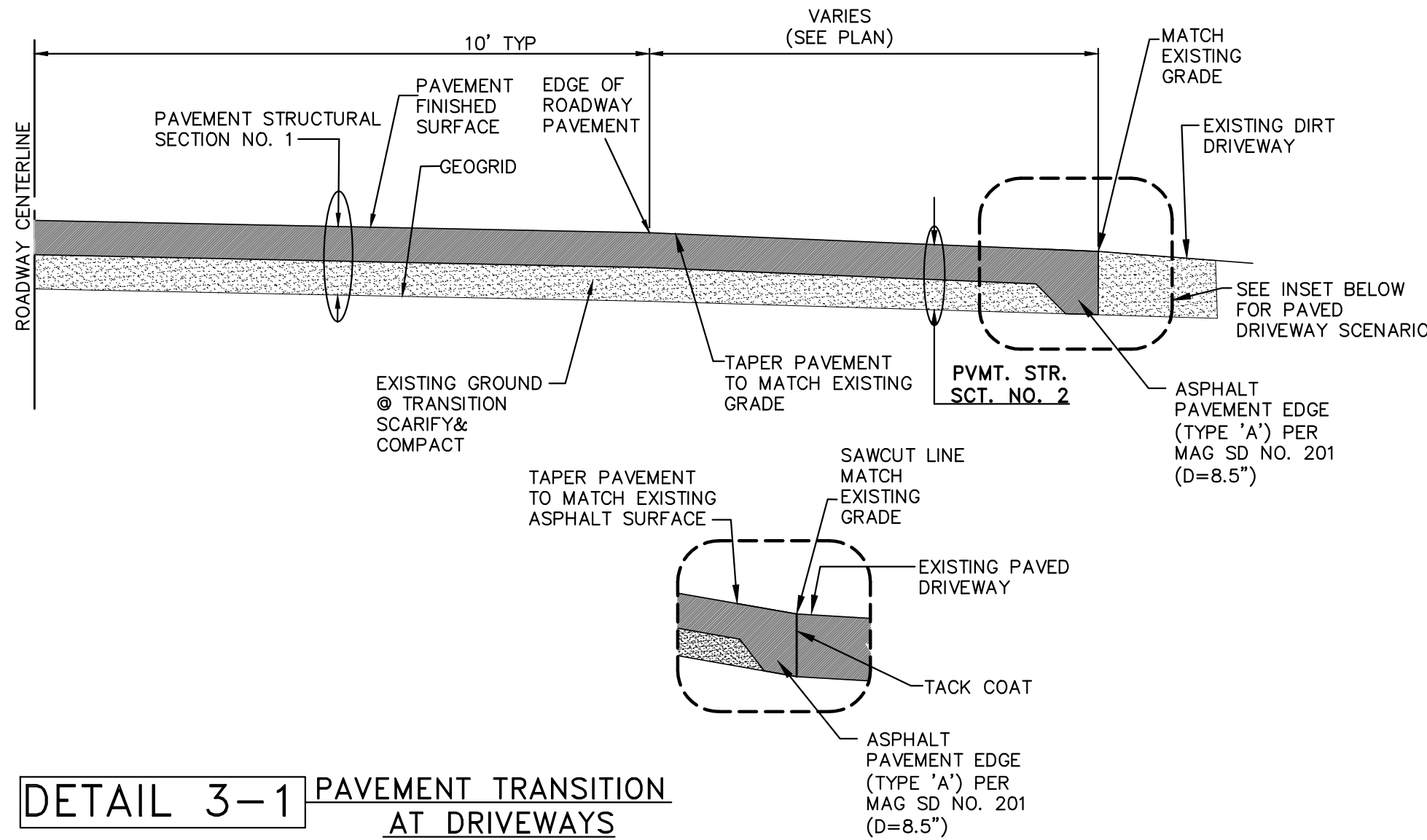
CUT SLOPE EXCEPTION TABLE		
STATION	SIDE	SLOPE CONTROL
29+40 to 29+75	Right	1:1 (Max)
38+60 to 39+45	Right	1:1 (Max)
41+50 to 42+35	Left	1:1 (Max)
42+60 to 43+00	Right	1:1 (Max)
47+55 to 48+60	Right	1:1 (Max)
61+70 to 62+60	Right and Left	1:1 (Max)

NOTE 1: FROM STA 20+21.82 - STA 21+31.82
TRANSITION FROM TYPICAL SECTION NO. 1 TO
TYPICAL SECTION NO. 2

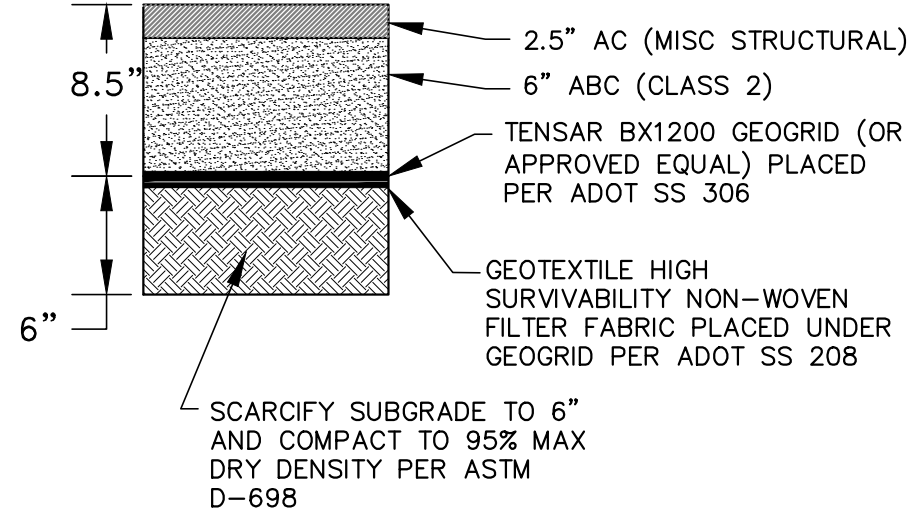
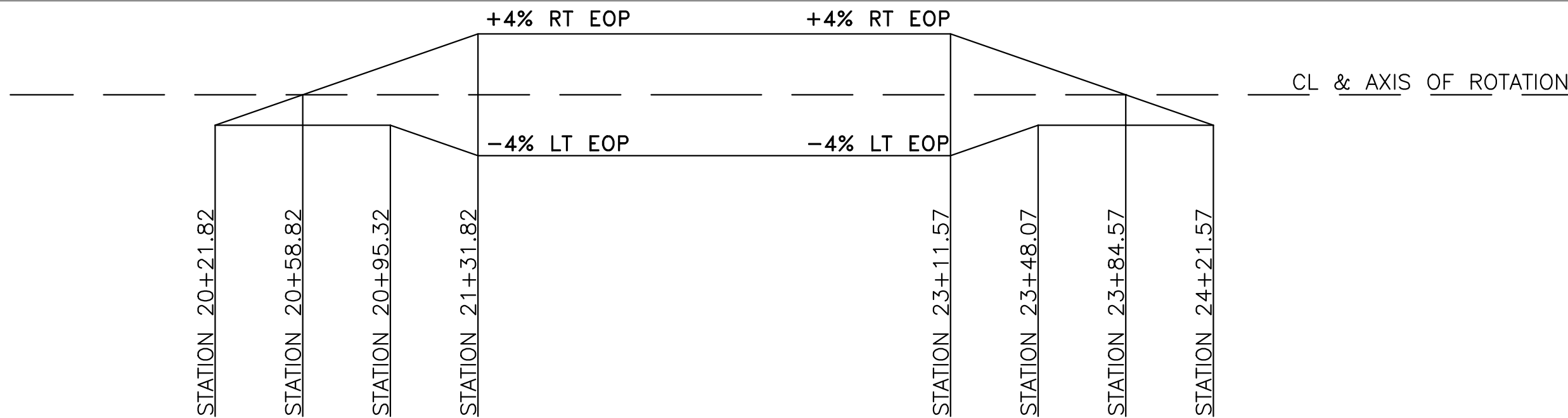
NOTE 2: FROM STA 23+11.57 - STA 24+21.57
TRANSITION FROM TYPICAL SECTION NO. 2 TO
TYPICAL SECTION NO. 1



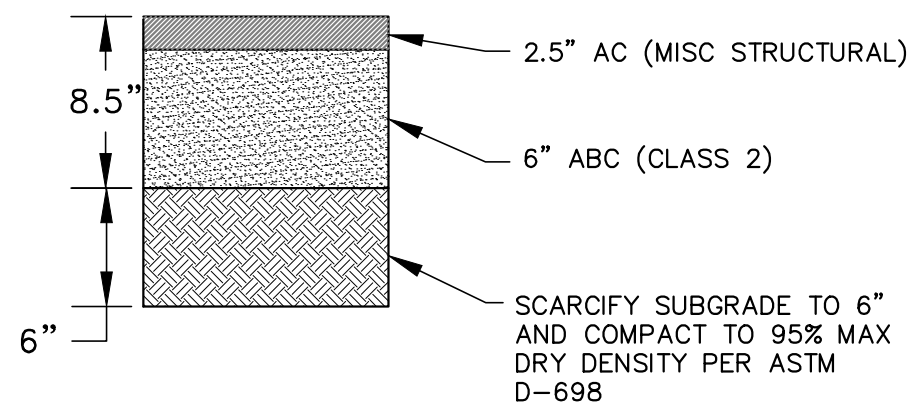
DETAIL 3-1 PAVEMENT TRANSITION
AT DRIVEWAYS
N.T.S.



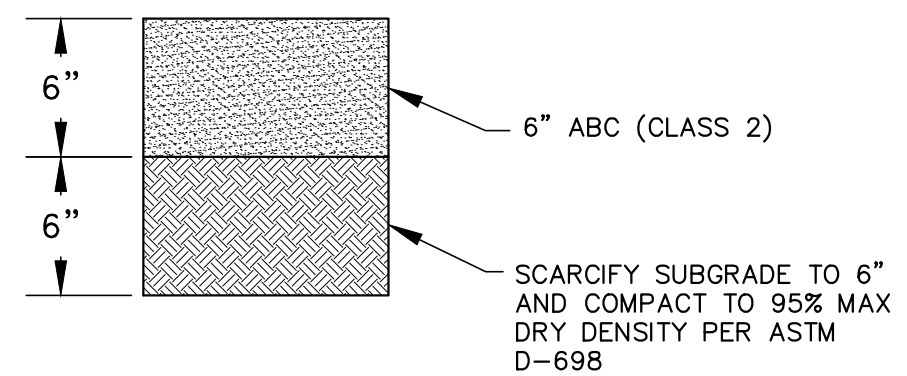
DETAIL 3-2 SUPERELEVATION DIAGRAM
N.T.S.



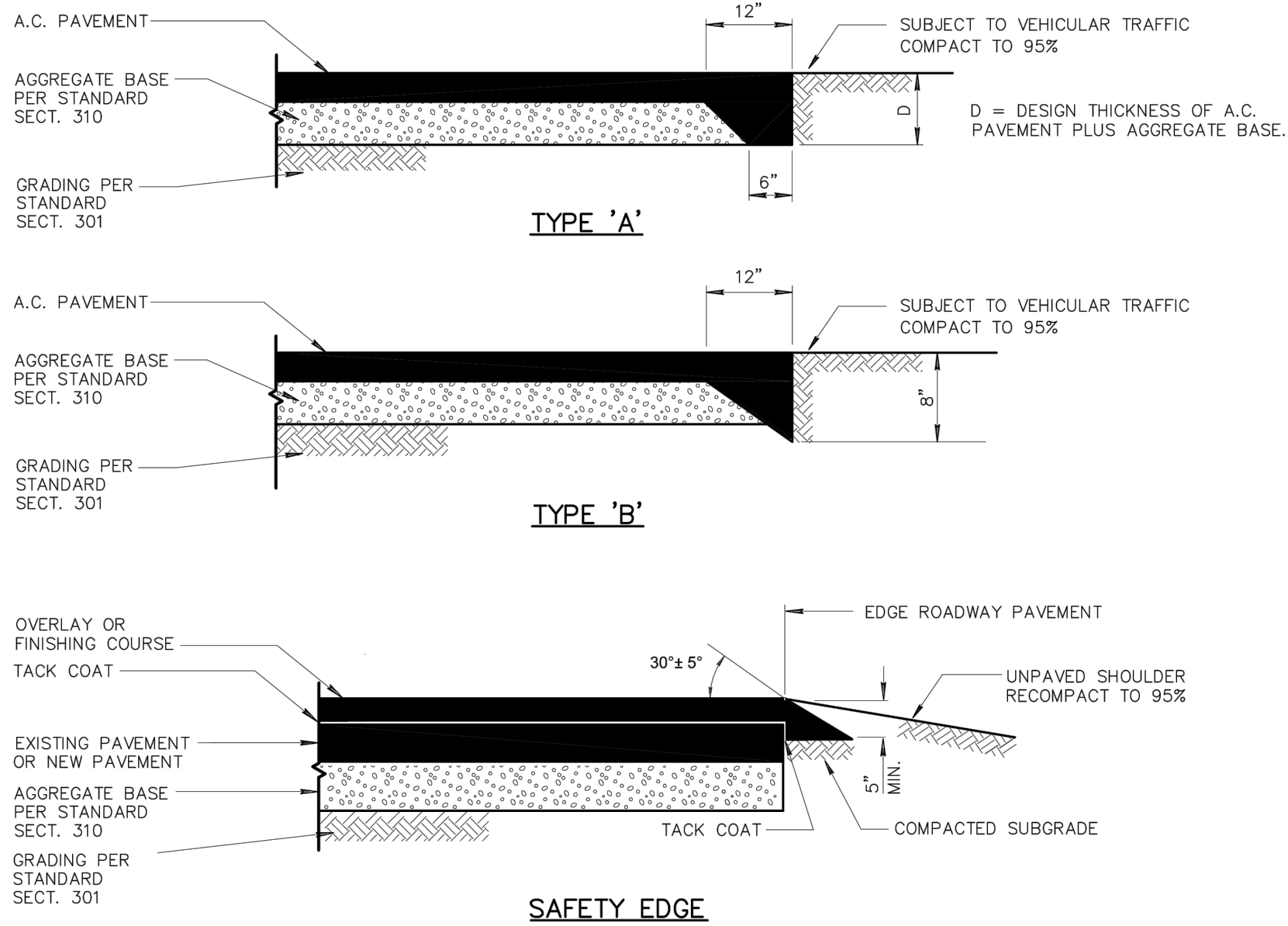
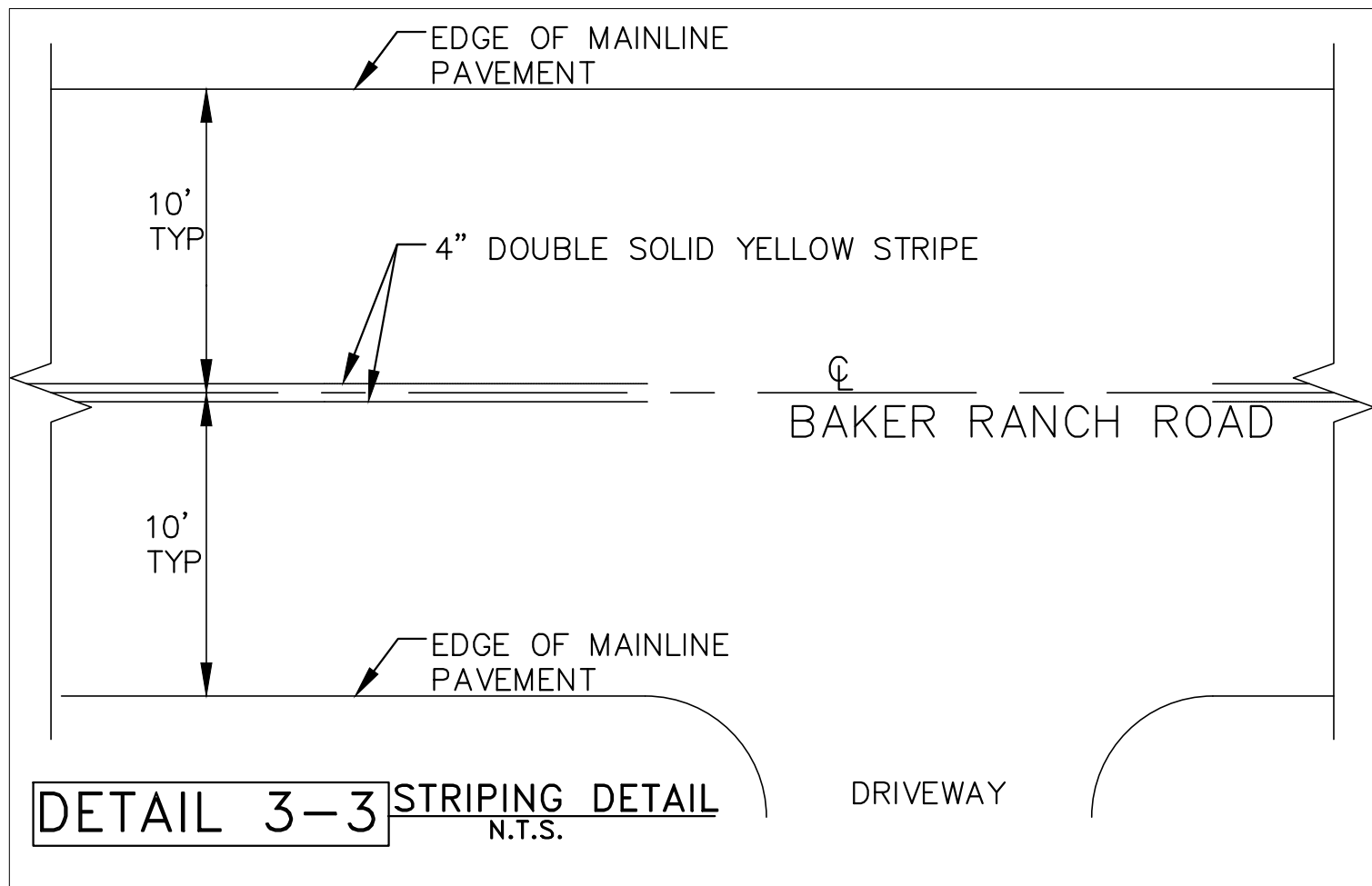
PAVEMENT STRUCTURAL SECTION NO. 1
N.T.S.



PAVEMENT STRUCTURAL SECTION NO. 2
N.T.S.



PAVEMENT STRUCTURAL SECTION NO. 3
N.T.S.



DETAIL NO.	DATE	DETAIL NO.
201	01-01-2014	201

GENERAL NOTES

FIELD TOPOGRAPHY INFORMATION USED TO PREPARE THIS DRAWING WAS MADE BY GILA COUNTY AND PROVIDED TO WOODSON ENGINEERING & SURVEYING INC. IN DECEMBER 2017. ALL LIABILITY FOR ERRORS OR OMISSIONS IN REGARDS TO THE FIELD TOPOGRAPHY IS THE RESPONSIBILITY GILA COUNTY.

SEE TYPICAL ROADWAY SECTION AND PAVEMENT SECTION DETAILS ON SHEET 3.

ALL ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS (EXCEPT AS NOTED).

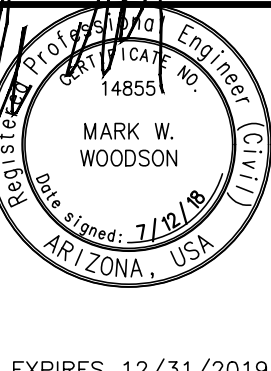
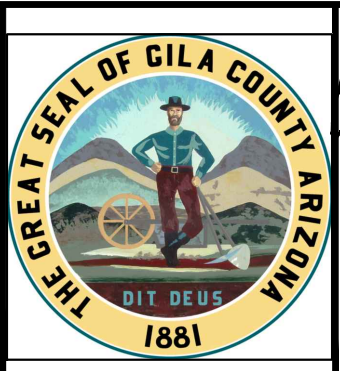
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FN: 03-04 DETAILS

REVISIONS:



EXPIRES 12/31/2019

WOODSON

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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

DETAILS

HOR SCALE: N/A

VERT SCALE: N/A

DATE: 3/7/18

PROJECT NO.: 118901

AGENCY NO.:

SHEET NO.: 3 OF 15

DESIGNED BY: GCE

DRAFTED BY: GCE

CHECKED BY: MW

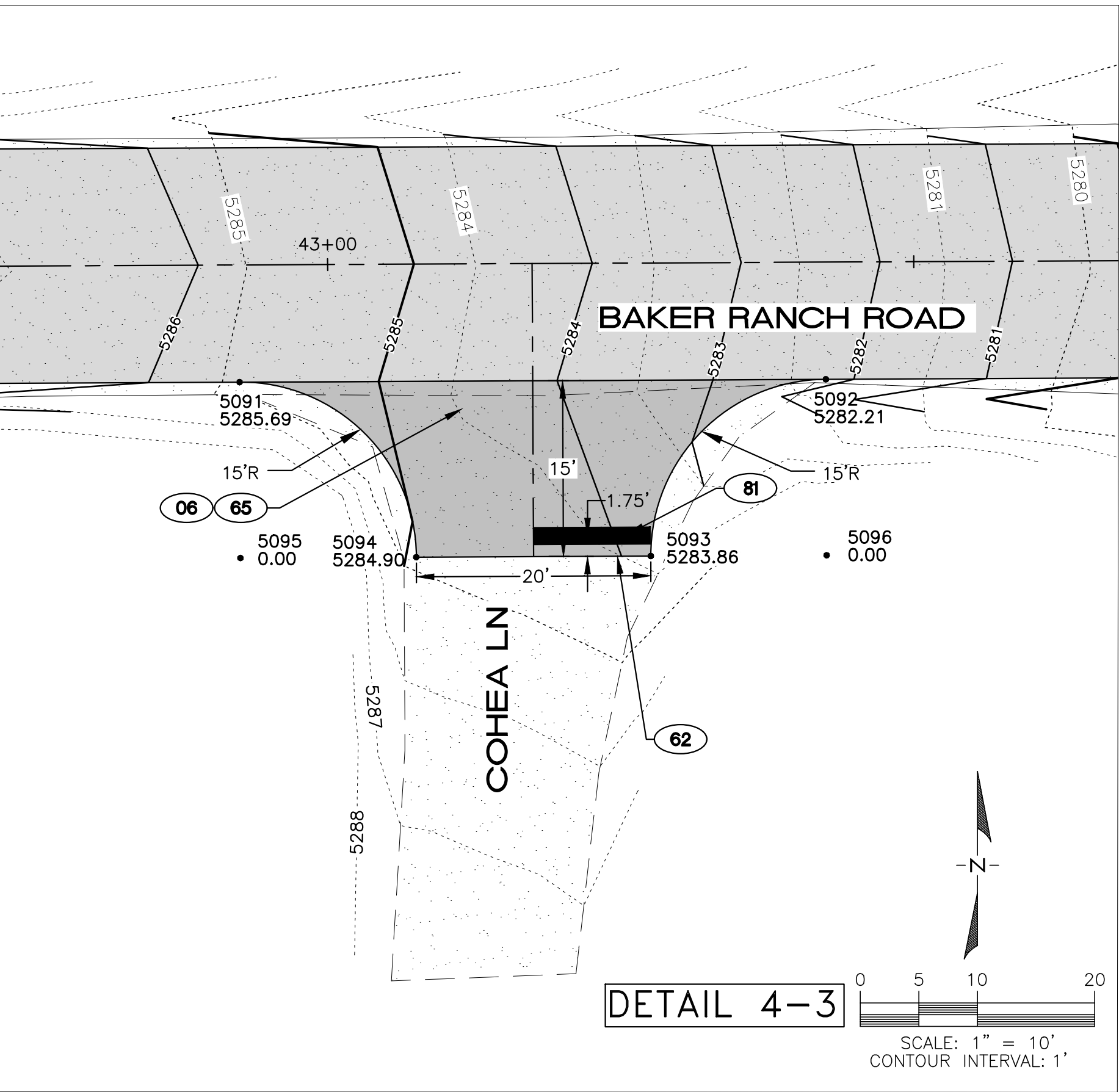
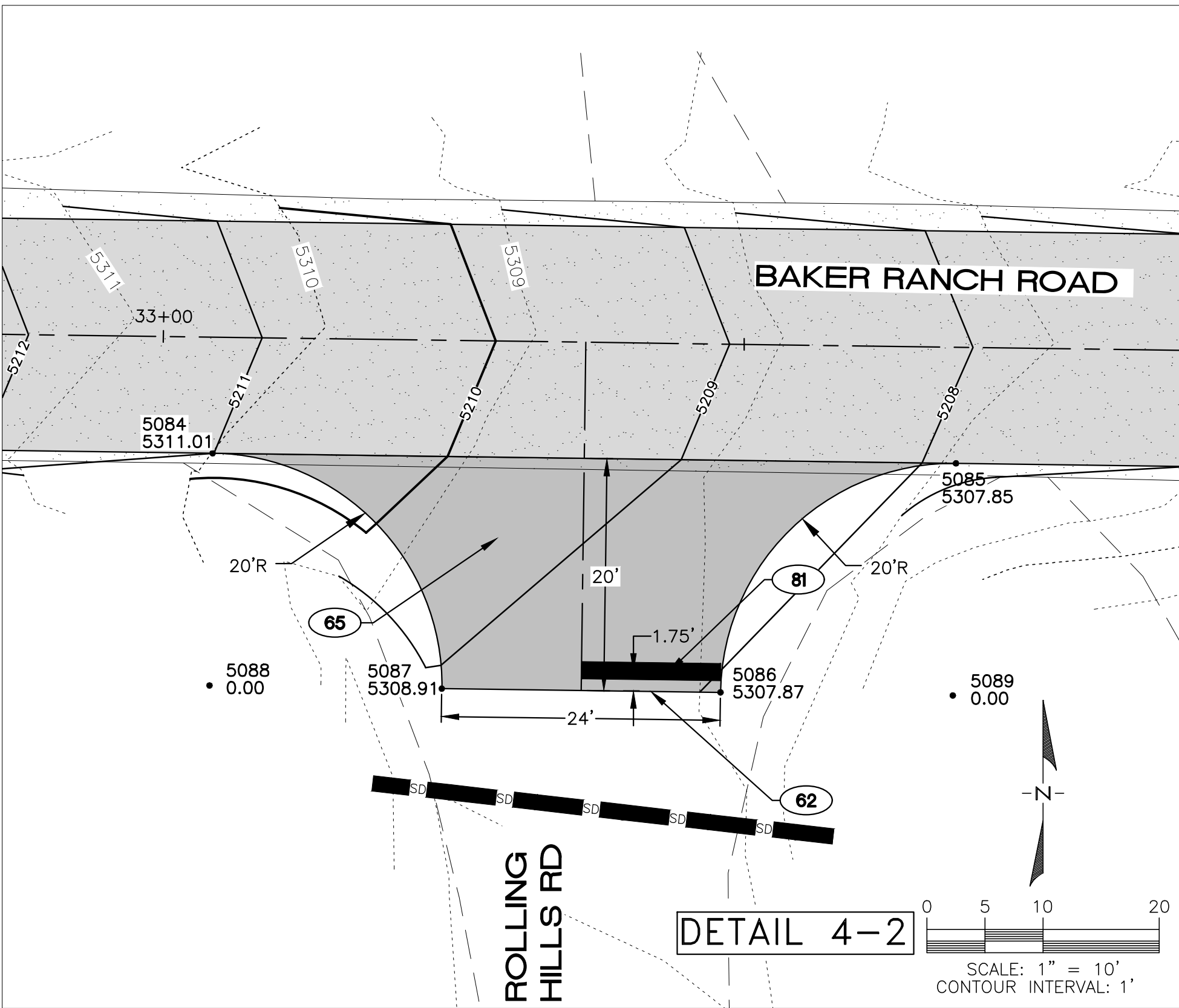
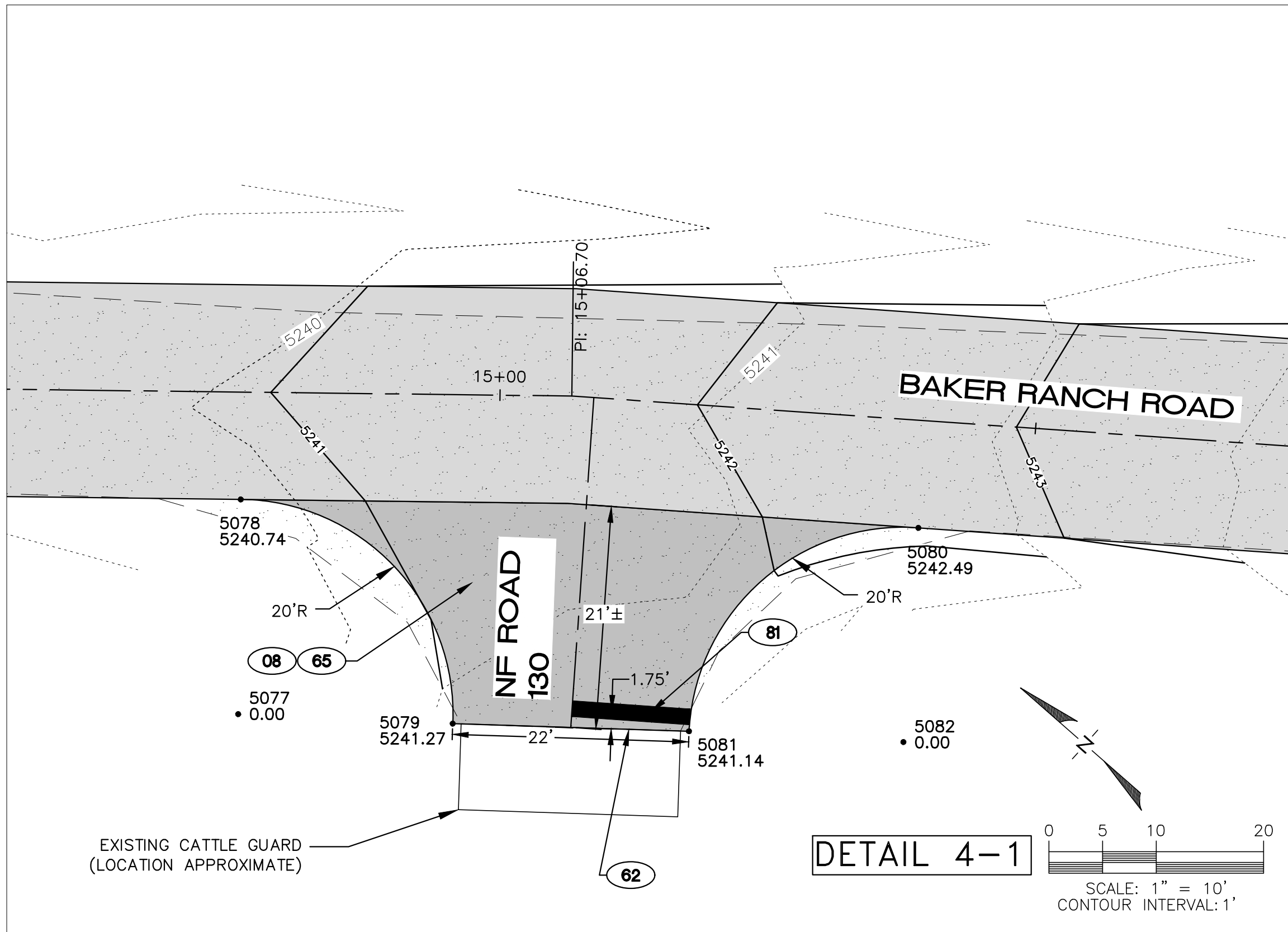
GILA COUNTY - BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

07/12/2018

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POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
5077	34573.14	14814.73	0.00	RP
5078	34586.14	14829.93	5240.74	PC
5079	34557.53	14827.25	5241.27	PT ME
5080	34536.94	14869.56	5242.49	PC
5081	34540.51	14841.22	5241.14	PT ME
5082	34524.83	14853.64	0.00	RP
5084	33992.30	16392.99	5311.01	PC
5085	33991.43	16456.98	5307.85	PC
5086	33971.71	16436.71	5307.87	PT ME
5087	33972.03	16412.71	5308.91	PT ME
5088	33972.31	16392.72	0.00	RP
5089	33971.44	16456.71	0.00	RP
5091	33984.87	17381.18	5285.69	PC
5092	33985.12	17431.18	5282.21	PC
5093	33970.04	17416.25	5283.86	PT ME
5094	33969.95	17396.25	5284.90	PT ME
5095	33969.87	17381.25	0.00	RP
5096	33970.12	17431.25	0.00	RP

RP: RADIUS POINT
ME: MATCH EXISTING

CONSTRUCTION NOTES PUBLIC IMPROVEMENTS

- 06 SAWCUT AND REMOVE EXISTING ASPHALT IN ACCORDANCE WITH ADOT SPECIFICATION SECTION 202. TACK EDGES OF EXISTING ROAD IN ACCORDANCE WITH ADOT STANDARD SPECIFICATIONS SECTION 404 PRIOR TO NEW ASPHALT PAVING. DISPOSE OF MATERIAL OFFSITE AT AN APPROVED LOCATION.
- 08 REMOVE AND DISPOSE OF EXISTING ASPHALT IN ACCORDANCE WITH ADOT SPECIFICATION SECTION 202. DISPOSE OF MATERIAL OFFSITE AT AN APPROVED LOCATION.
- 62 INSTALL PAVEMENT SECTION AT TERMINATION IN ACCORDANCE WITH MAG SS 336 AND MAG SD NO. 201 TYPE 'A', (D=8.5") PER DETAIL ON SHEET 3, MODIFIED TO BE PERPENDICULAR TO THE DIRECTION OF TRAVEL.
- 65 INSTALL NEW ASPHALT CONCRETE AND AGGREGATE BASE COURSE IN ACCORDANCE WITH ADOT SPECIFICATION SECTION 303 AND 409. SEE STRUCTURAL SECTION NO. 2 ON SHEET 3.
- 81 INSTALL 18" SINGLE WHITE STOP BAR IN ACCORDANCE WITH ADOT STANDARD SPECIFICATION SECTION 708 (PAINT). INSTALL AT LOCATIONS SHOWN ON THIS PLAN.

GENERAL NOTES

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SEE TYPICAL ROADWAY SECTION AND PAVEMENT SECTION DETAILS ON SHEET 3.

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118901

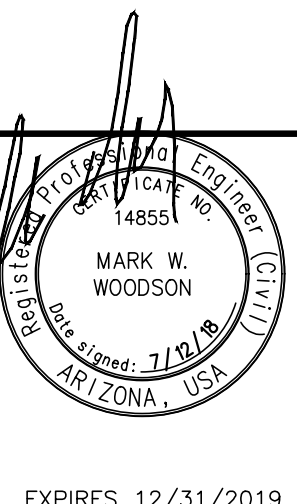
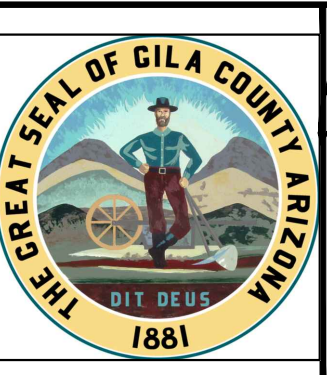
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07/12/2018

GILA COUNTY - BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

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FN: 03-04 DETAILS

REVISIONS:		



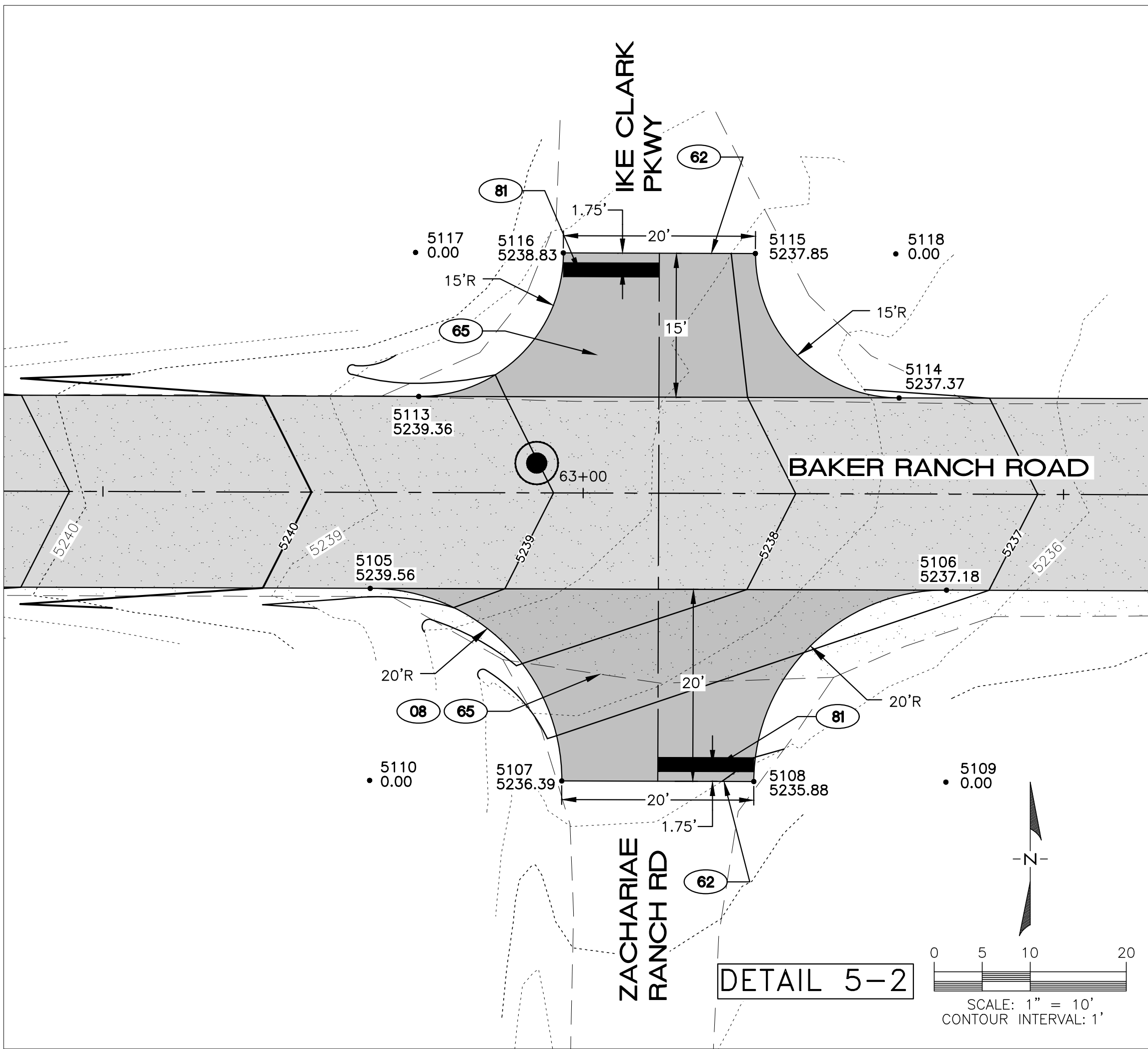
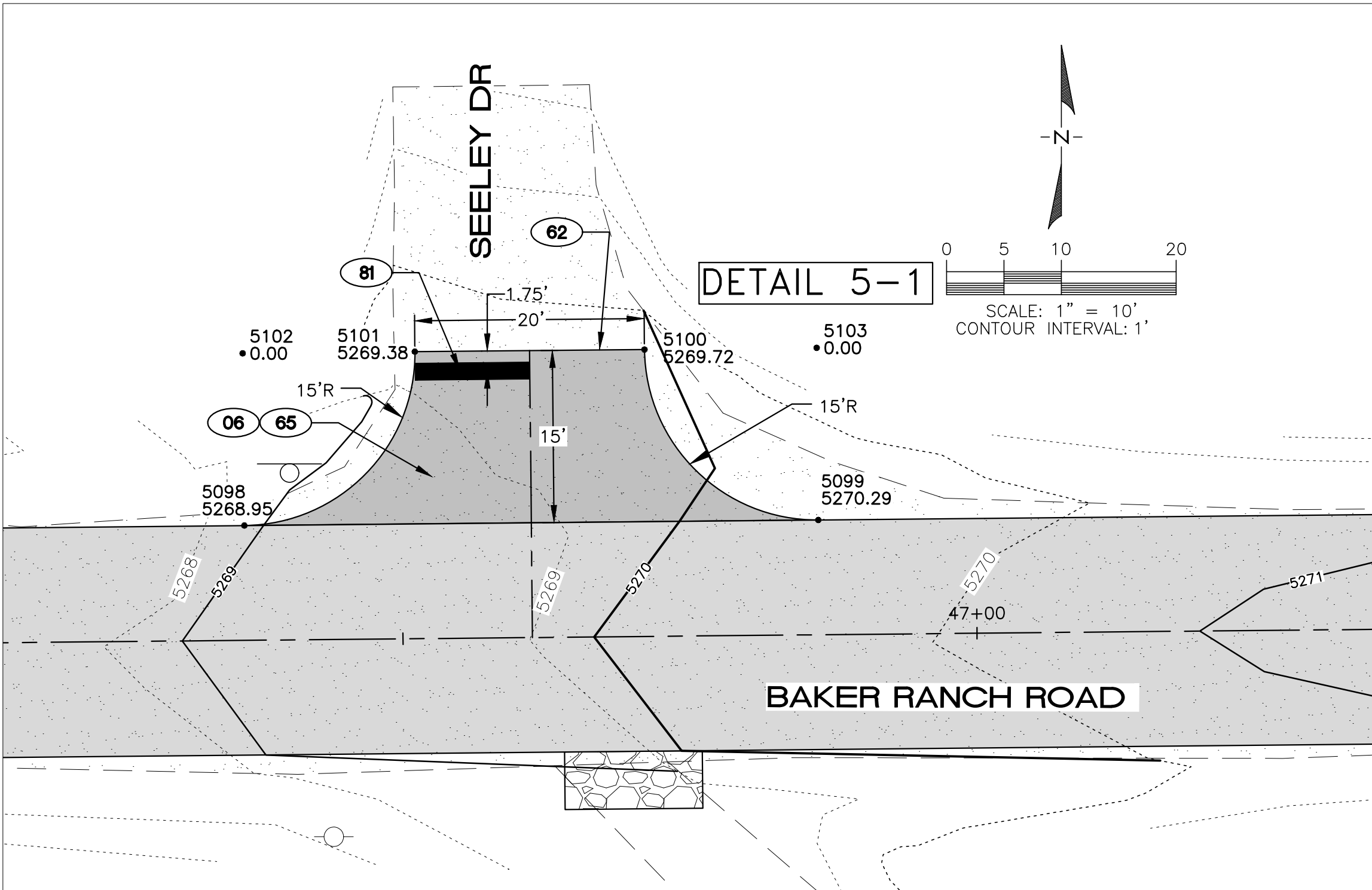
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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

INTERSECTION
DETAILS

HOR SCALE: 1"=10'
VERT SCALE: N/A
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: 4 OF 15

DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MW



CONSTRUCTION NOTES
PUBLIC IMPROVEMENTS

- 06 SAWCUT AND REMOVE EXISTING ASPHALT IN ACCORDANCE WITH ADOT SPECIFICATION SECTION 202. TACK EDGES OF EXISTING ROAD IN ACCORDANCE WITH ADOT STANDARD SPECIFICATIONS SECTION 404 PRIOR TO NEW ASPHALT PAVING. DISPOSE OF MATERIAL OFFSITE AT AN APPROVED LOCATION.
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POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
5098	34006.87	17724.85	5268.95	PC
5099	34007.36	17774.85	5270.29	PC
5100	34022.21	17759.71	5269.72	PT ME
5101	34022.01	17739.71	5269.38	PT ME
5102	34021.87	17724.71	0.00	RP
5103	34022.36	17774.71	0.00	RP
5105	33993.01	19366.47	5239.56	PC
5106	33992.82	19426.47	5237.18	PC
5107	33972.94	19386.41	5236.39	PT ME
5108	33972.88	19406.41	5235.88	PT ME
5109	33972.82	19426.41	0.00	RP
5110	33973.01	19366.41	0.00	RP
5113	34012.99	19371.53	5239.36	PC
5114	34012.84	19421.53	5237.37	PC
5115	34027.88	19406.58	5237.85	PT ME
5116	34027.94	19386.58	5238.83	PT ME
5117	34027.99	19371.19	0.00	RP
5118	34027.84	19421.19	0.00	RP

RP: RADIUS POINT
ME: MATCH EXISTING

GENERAL NOTES

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SEE TYPICAL ROADWAY SECTION AND PAVEMENT SECTION DETAILS ON SHEET 3.

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FN: 03-04 DETAILS

REVISIONS:	

THE GREAT SEAL OF GILA COUNTY ARIZONA
1881
MARK W. WOODSON
REGISTERED PROFESSIONAL ENGINEER
No. 148851
ARIZONA, USA
EXPIRES: 12/31/2019

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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

INTERSECTION
DETAILS

HOR SCALE: 1"=10'
VERT SCALE: N/A
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: 5 OF 15

DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MW

GILA COUNTY – BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

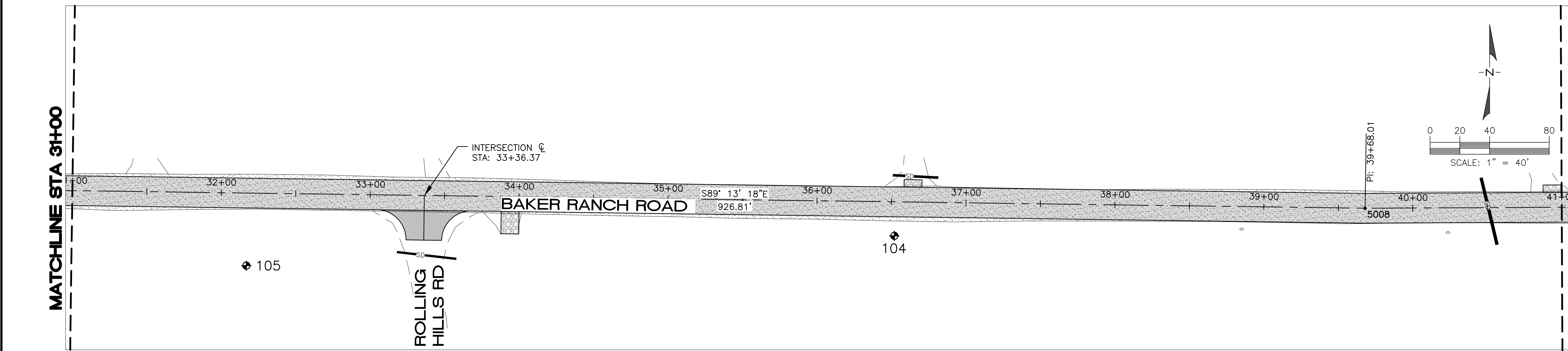
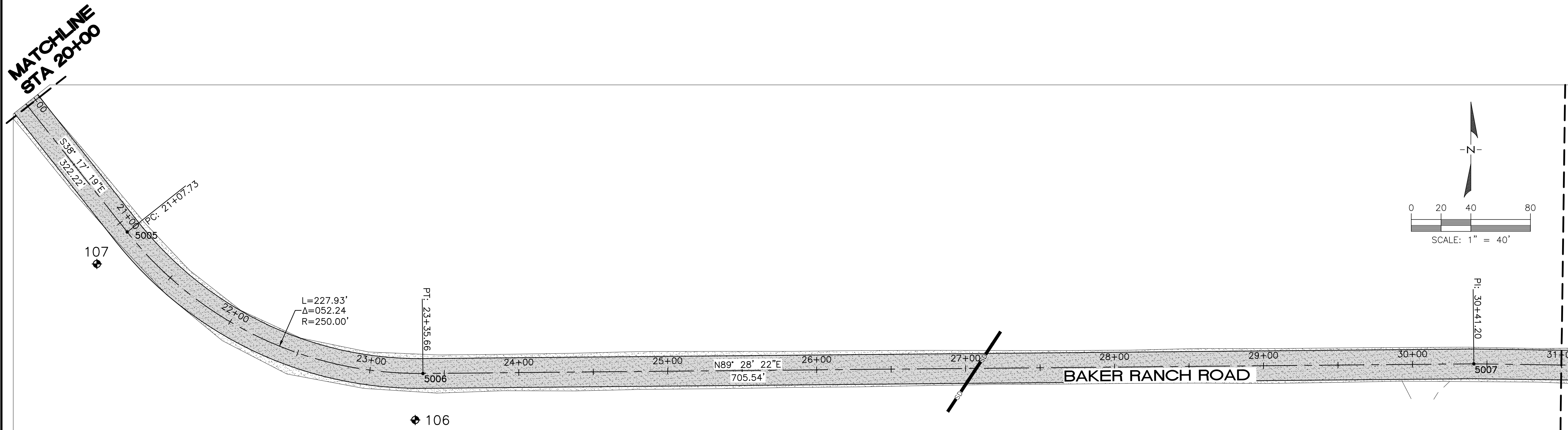
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118901

MATCHLINE
STA 20+00



MATCHLINE STA 31+00

MATCHLINE STA 41+00

POINT TABLE			
POINT NO.	NORTHING	EASTING	DESCRIPTION
5000	34973.50	14553.32	BEGIN
5001	34922.56	14585.04	PC
5002	34679.29	14763.35	PT
5003	34569.30	14857.51	PI
5004	34347.38	15026.28	PI
5005	34094.47	15225.94	PC
5006	33999.39	15424.46	PT
5007	34005.88	16129.97	PI
5008	33993.29	17056.70	PI

NOTE: SEE SHEETS 4 AND 5 FOR
CONTROL POINTS FOR INTERSECTIONS

BENCHMARKS AND CONTROL POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
104	33974.70	16740.64	5300.61	GILA COUNTY AC
105	33954.76	16305.55	5318.30	5/8" REBAR
106	33968.12	15419.30	5291.96	GILA COUNTY AC
107	34072.96	15205.55	5273.37	GILA COUNTY AC
108	34519.79	14849.33	5241.34	GILA COUNTY AC
109	34807.25	14704.56	5246.28	GILA COUNTY AC

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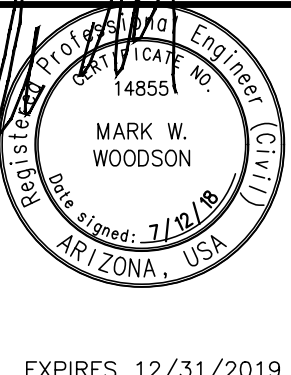
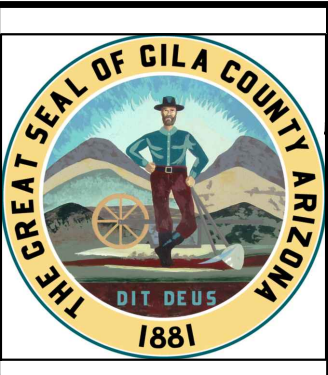
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FN: 05-06 GEOMETRIC CONTROL

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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

GEOMETRIC CONTROL
STATION 10+00 TO 41+00

HOR SCALE: 1"=40'
VERT SCALE: N/A
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: 6 OF 15

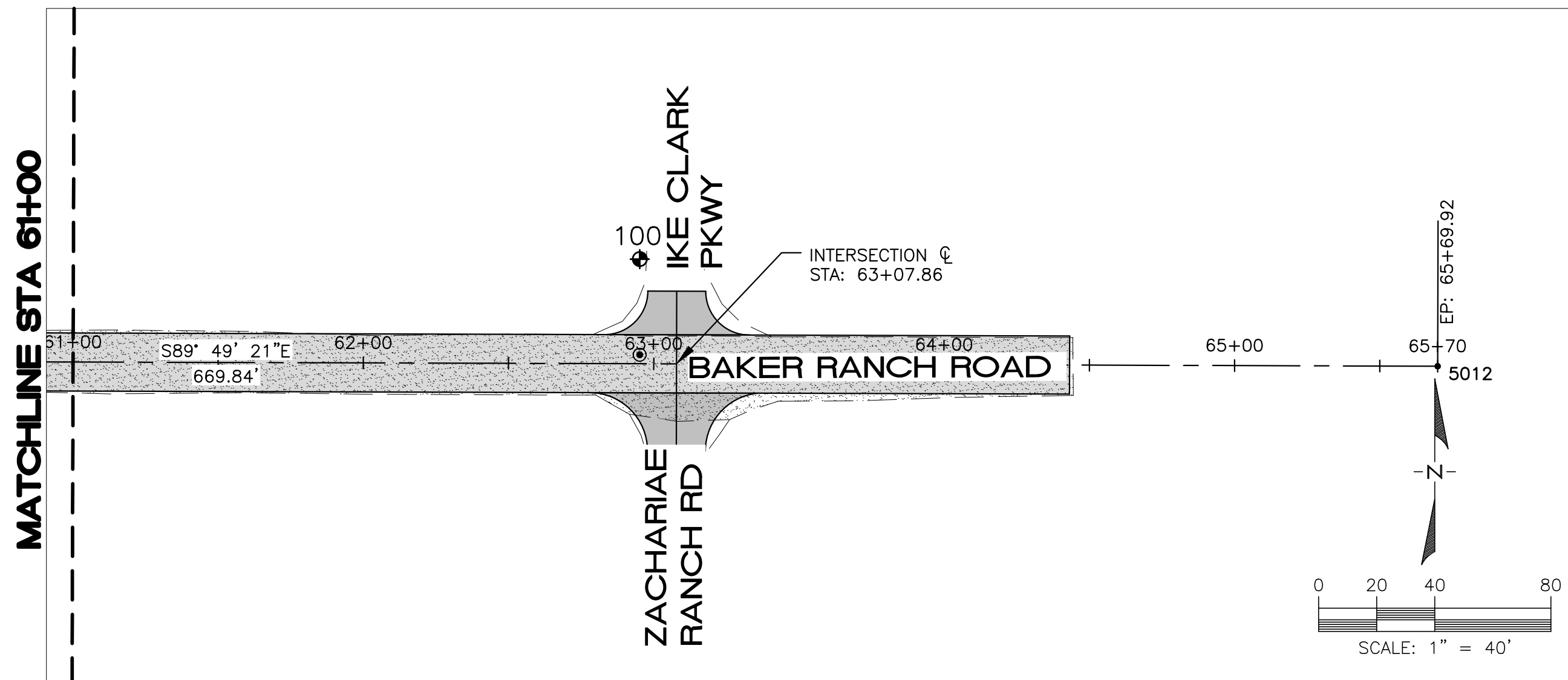
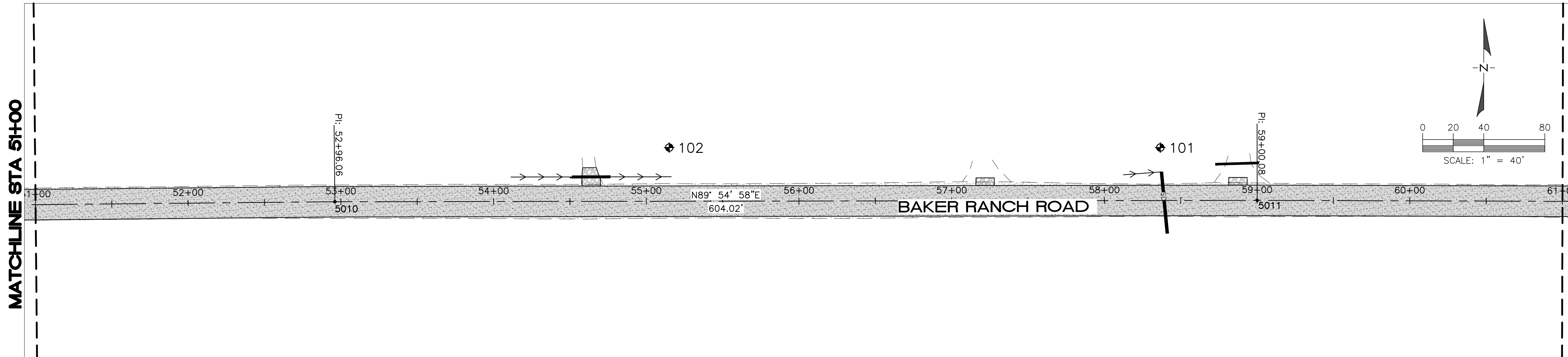
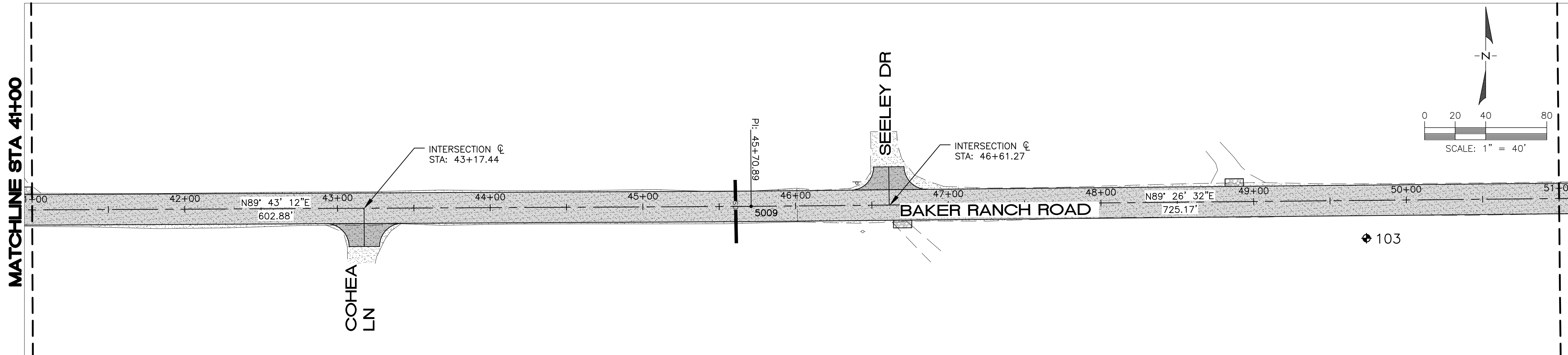
DESIGNED BY: GCE
DRAWN BY: GCE
CHECKED BY: MW

GILA COUNTY - BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

07/12/2018

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POINT TABLE			
POINT NO.	NORTHING	EASTING	DESCRIPTION
5009	33996.23	17659.57	PI
5010	34003.29	18384.70	PI
5011	34004.18	18988.72	PI
5012	34002.10	19658.56	END

NOTE: SEE SHEETS 4 AND 5 FOR
CONTROL POINTS FOR INTERSECTIONS

BENCHMARKS AND CONTROL POINT TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	34038.99	19383.80	5239.54	GILA COUNTY AC
101	34038.72	18925.24	5226.13	GILA COUNTY AC
102	34038.71	18603.68	5232.88	1/2" REBAR
103	33975.42	18062.55	5261.86	GILA COUNTY AC

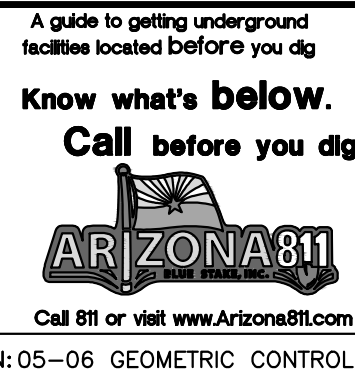
GENERAL NOTES

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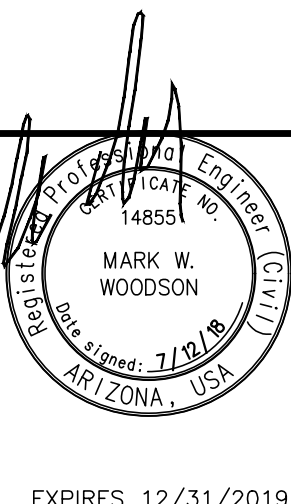
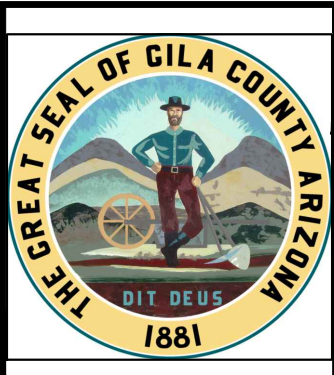
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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

GEOMETRIC CONTROL
STATION 41+00 TO 65+69.92

HOR SCALE: 1"=40'
VERT SCALE: N/A
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: 7 OF 15

DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MW

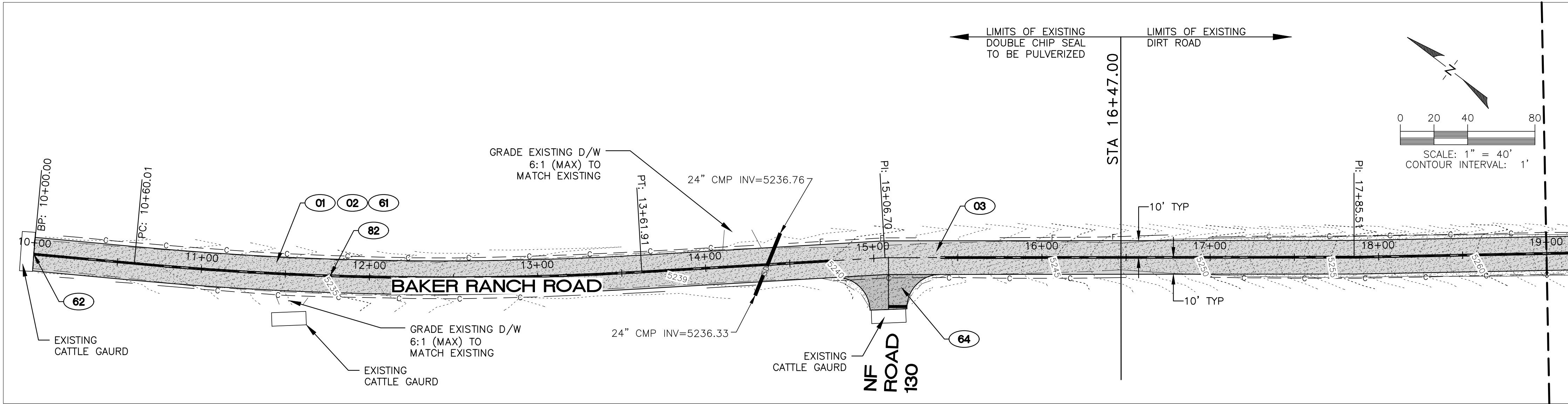
GILA COUNTY - BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
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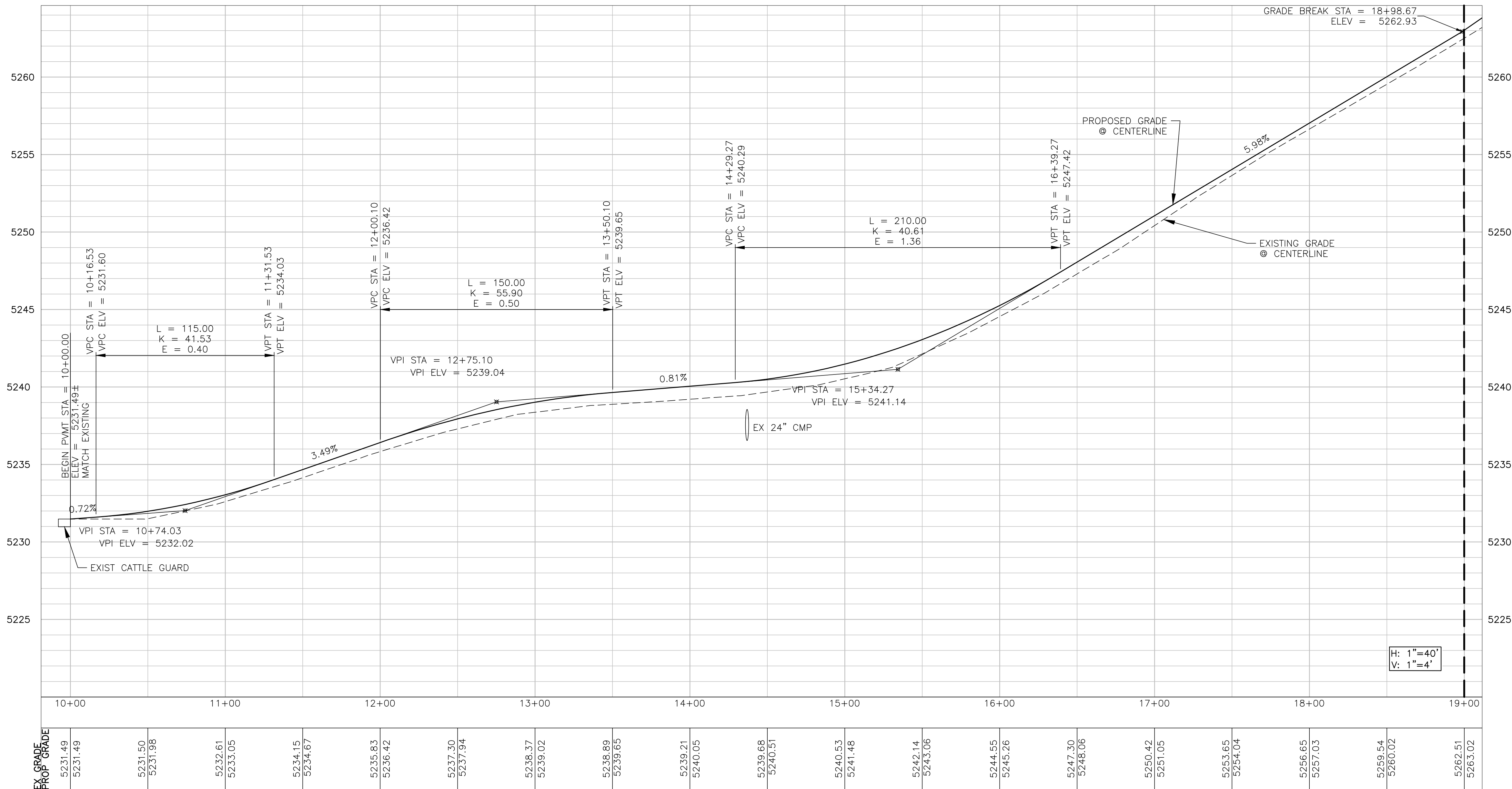
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MATCHLINE SEE SHEET 9

- CONSTRUCTION NOTES**
PUBLIC IMPROVEMENTS
- 01 CLEAR AND GRUB PER ADOT SS 201.
 - 02 GRADING ROADWAY FOR PAVEMENT PER ADOT SS 205.
 - 03 PULVERIZE EXISTING DOUBLE CHIP SEAL PER SPECIAL PROVISIONS.
 - 61 INSTALL NEW ASPHALT CONCRETE, AGGREGATE BASE COURSE, GEOGRID AND FILTER FABRIC IN ACCORDANCE WITH ADOT SPECIFICATIONS SECTIONS 409, 303, 306 AND 208 RESPECTIVELY. SEE STRUCTURAL SECTION NO. 1 ON SHEET 3.
 - 62 INSTALL PAVEMENT SECTION AT TERMINATION IN ACCORDANCE WITH MAG SS 336 AND MAG SD NO. 201 TYPE 'A', (D=8.5") PER DETAIL ON SHEET 3, MODIFIED TO BE PERPENDICULAR TO THE DIRECTION OF TRAVEL.
 - 64 CONSTRUCT INTERSECTION TRANSITION PER DETAIL ON SHEET 4.
 - 82 INSTALL 4" DOUBLE YELLOW CENTER LINE STRIPE IN ACCORDANCE WITH ADOT STANDARD SPECIFICATIONS SECTION 708 (PAINT).

- NOTES:**
- CONTRACTOR SHALL VARY DITCH DEPTH AS NECESSARY AT EXISTING DRIVEWAYS TO MATCH EXISTING GRADES AT THESE DRIVEWAYS
 - CONTRACTOR SHALL VARY DITCH DEPTH AS NECESSARY AT EXISTING CULVERTS TO MATCH EXISTING ELEVATIONS.



GENERAL NOTES

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Call 811 or visit www.Arizona811.com
FN: 07-12 PLAN & PROFILE

REVISIONS:	

THE GREAT SEAL OF GILA COUNTY ARIZONA
1881
MARK W. WOODSON
REGISTERED PROFESSIONAL ENGINEER
No. 18853
ARIZONA, USA
EXPIRES: 12/31/2019

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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

PLAN & PROFILE
STATION 10+00 TO 19+00

HOR SCALE: 1"=40'
VERT SCALE: 1"=4'
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: 8 OF 15

DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MW

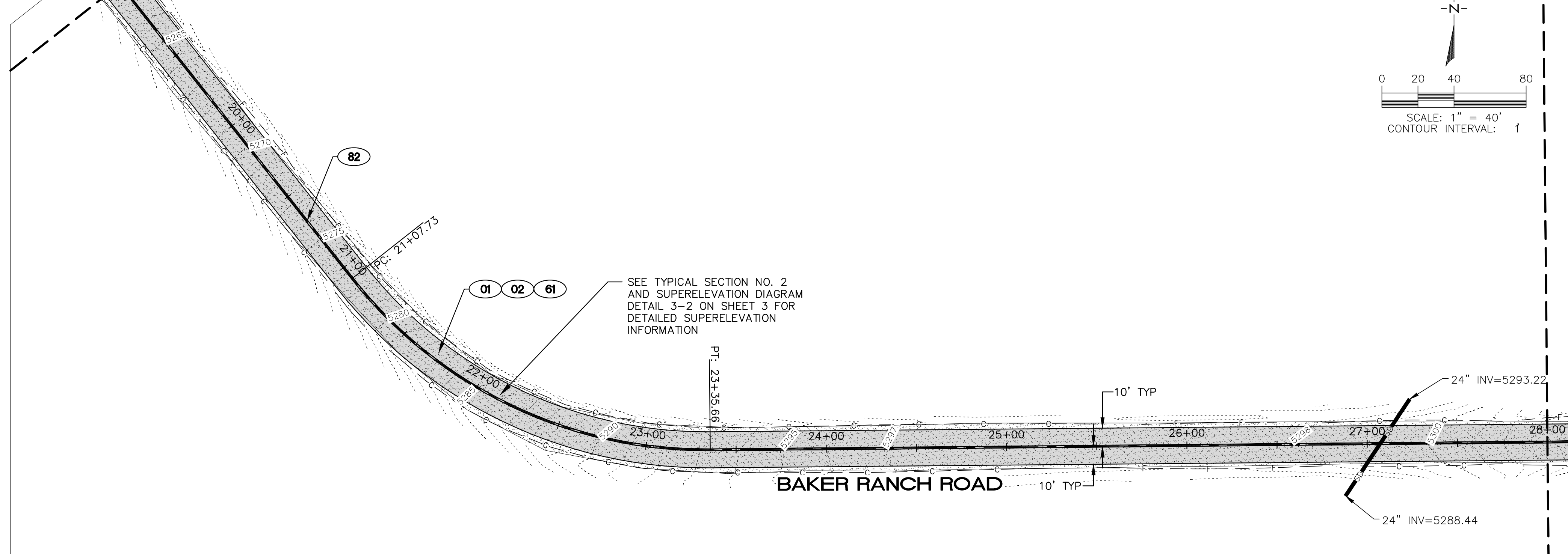
GILA COUNTY - BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

07/12/2018

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MATCHLINE
SEE SHEET 8



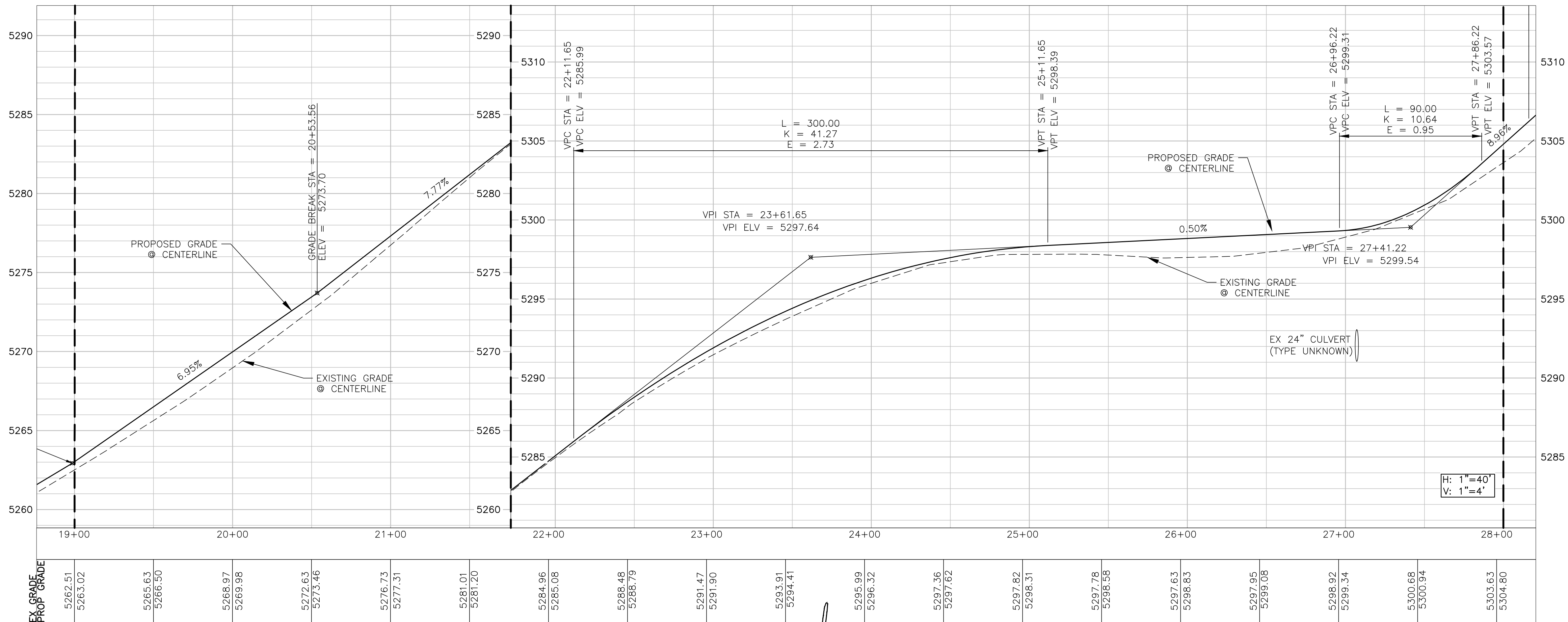
CONSTRUCTION NOTES PUBLIC IMPROVEMENTS

- 01** CLEAR AND GRUB PER ADOT SS 201.
- 02** GRADING ROADWAY FOR PAVEMENT PER ADOT SS 205.
- 61** INSTALL NEW ASPHALT CONCRETE, AGGREGATE BASE COURSE, GEOGRID AND FILTER FABRIC IN ACCORDANCE WITH ADOT SPECIFICATIONS SECTIONS 409, 303, 306 AND 208 RESPECTIVELY. SEE STRUCTURAL SECTION NO. 1 ON SHEET 3.
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NOTES:

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MATCHLINE SEE SHEET 10



GENERAL NOTES

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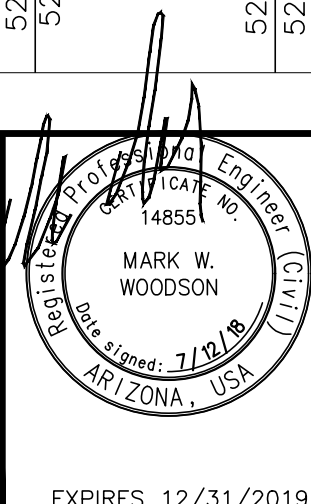
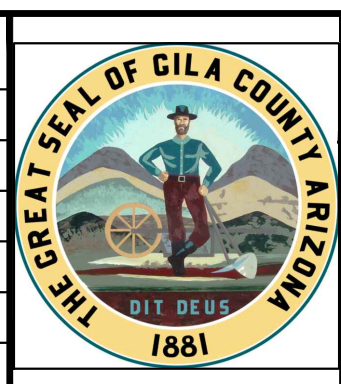
SEE TYPICAL ROADWAY SECTION AND PAVEMENT SECTION DETAILS ON SHEET 3.

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REVISIONS:



WOODSON
ENGINEERING & SURVEYING
124 N ELDEN ST, FLAGSTAFF, AZ 86001
(928) 774-4636 | WWW.WOODSONENG.COM

BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

PLAN & PROFILE
STATION 19+00 TO 28+00

HOR SCALE: 1"=40'
VERT SCALE: 1"=4'
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: 9 OF 15

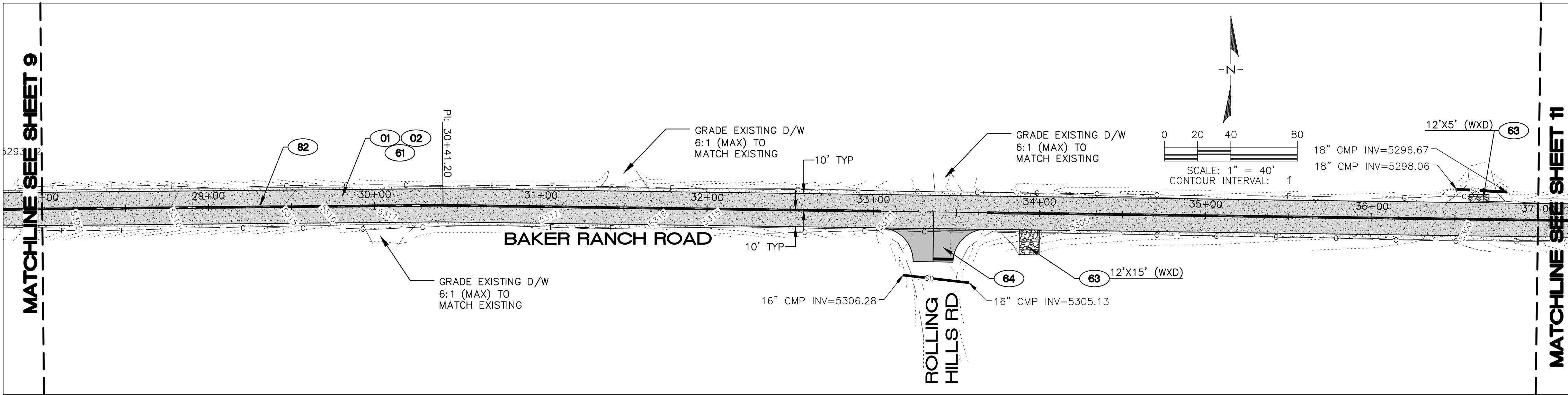
DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MW

GILA COUNTY - BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

07/12/2018

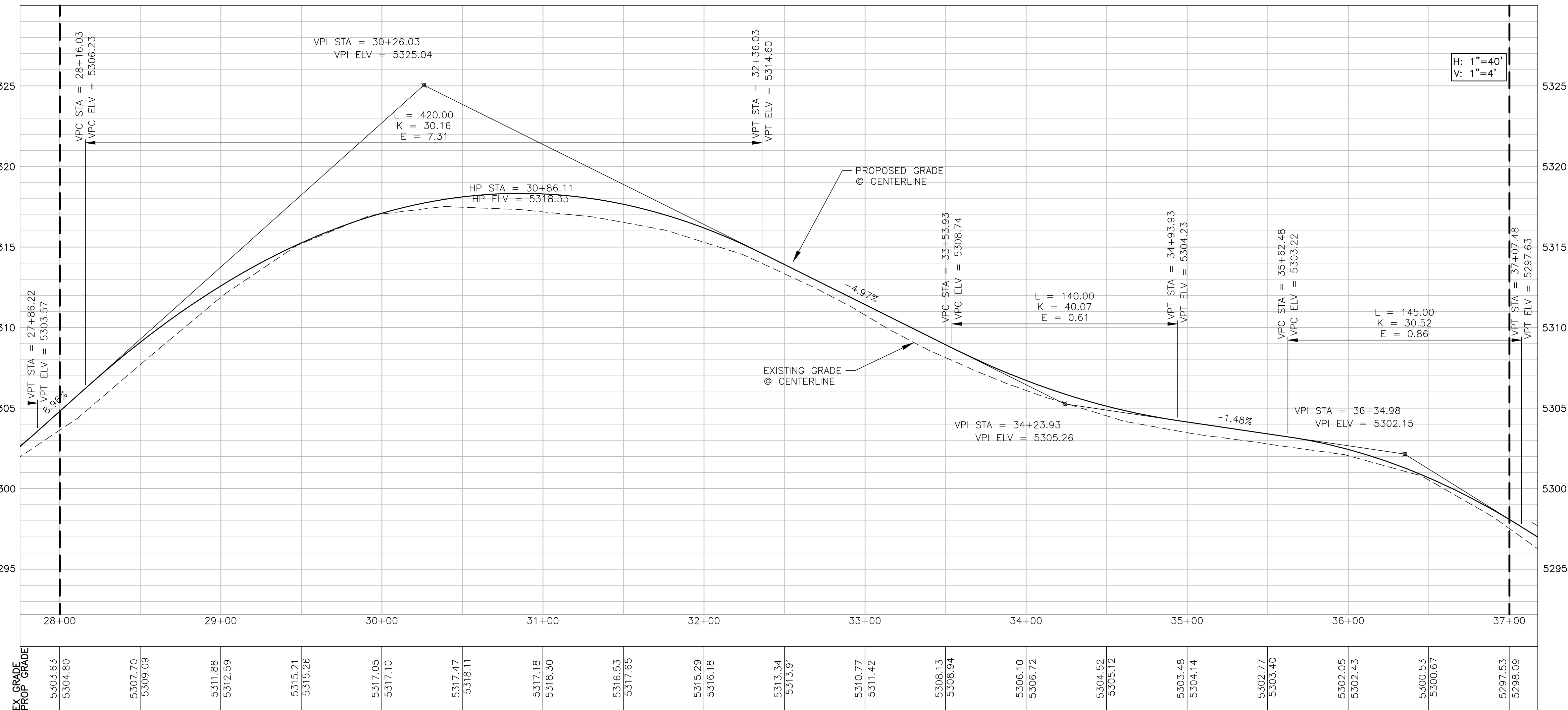
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118901



- CONSTRUCTION NOTES
PUBLIC IMPROVEMENTS**
- 01 CLEAR AND GRUB PER ADOT SS 201.
 - 02 GRADING ROADWAY FOR PAVEMENT PER ADOT SS 205.
 - 61 INSTALL NEW ASPHALT CONCRETE, AGGREGATE BASE COURSE, GEOGRID AND FILTER FABRIC IN ACCORDANCE WITH ADOT SPECIFICATIONS SECTIONS 409, 303, 306 AND 208 RESPECTIVELY. SEE STRUCTURAL SECTION NO. 1 ON SHEET 3.
 - 63 INSTALL NEW AGGREGATE BASE COURSE FOR DRIVEWAY TRANSITION IN ACCORDANCE WITH ADOT SPECIFICATION SECTION 303. SEE STRUCTURAL SECTION NO. 3 ON SHEET 3. MATCH EXISTING ELEVATIONS AT PAD PERIMETER.
 - 64 CONSTRUCT INTERSECTION TRANSITION PER DETAIL ON SHEET 4.
 - 82 INSTALL 4" DOUBLE YELLOW CENTER LINE STRIPE IN ACCORDANCE WITH ADOT STANDARD SPECIFICATIONS SECTION 708 (PAINT).

- NOTES:**
- CONTRACTOR SHALL VARY DITCH DEPTH AS NECESSARY AT EXISTING DRIVEWAYS TO MATCH EXISTING GRADES AT THESE DRIVEWAYS
 - CONTRACTOR SHALL VARY DITCH DEPTH AS NECESSARY AT EXISTING CULVERTS TO MATCH EXISTING INVERT ELEVATIONS.



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Call 811 or visit www.Arizona811.com

FN: 07-12 PLAN & PROFILE

REVISIONS:	

THE GREAT SEAL OF GILA COUNTY ARIZONA 1881

MARK W. WOODSON
Professional Engineer
No. 14883
Exp. 12/31/2019
GILA COUNTY, ARIZONA, USA

EXPIRES: 12/31/2019

WOODSON

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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

PLAN & PROFILE
STATION 28+00 TO 37+00

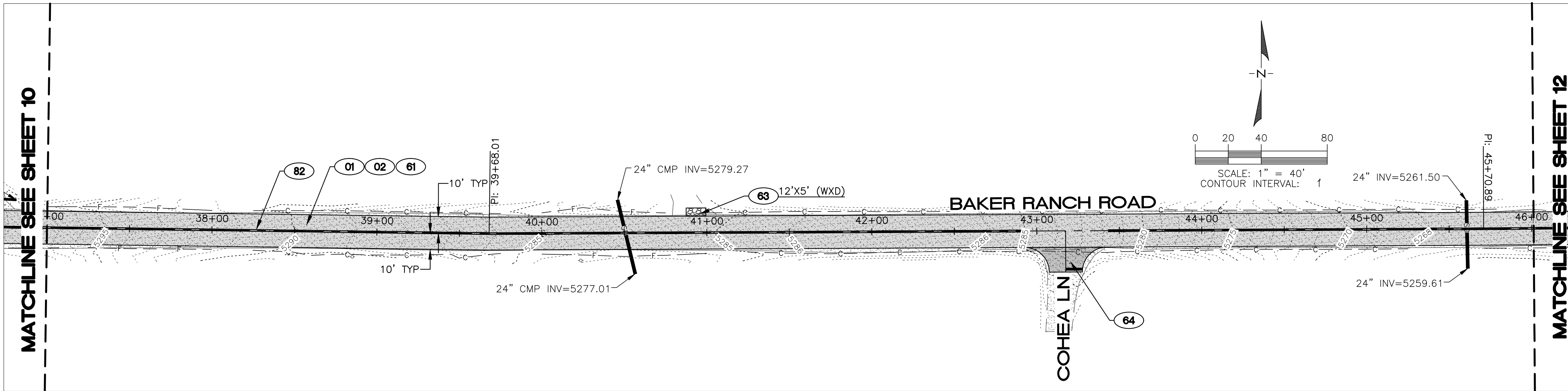
HOR SCALE: 1"=40'
VERT SCALE: 1"=4'
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: 10 OF 15

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07/12/2018

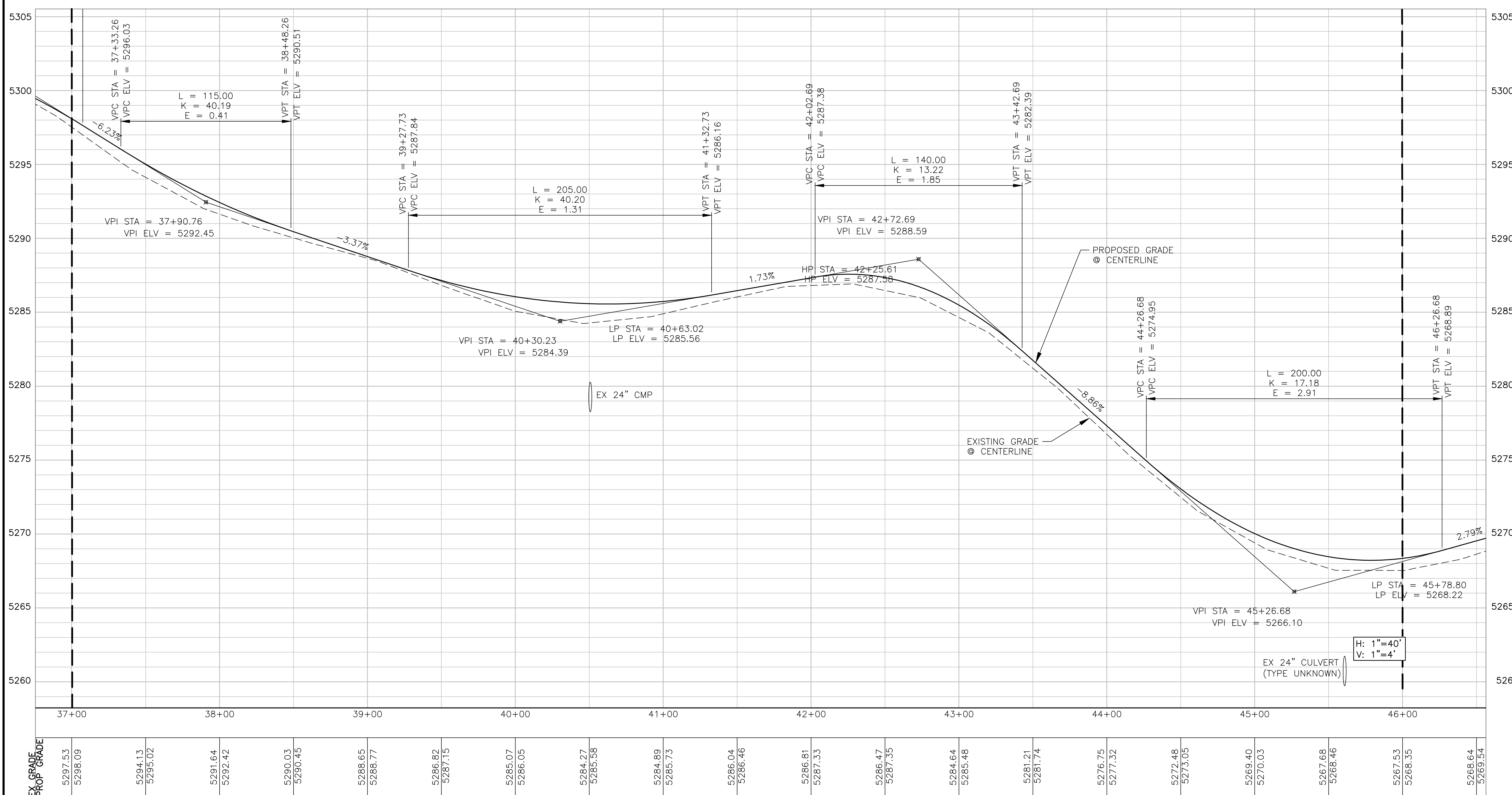
GILA COUNTY - BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

118901



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REVISIONS:	

THE GREAT SEAL OF GILA COUNTY ARIZONA 1881. MARK W. WOODSON, Registered Professional Engineer, No. 18851, State of Arizona. EXPIRES 12/31/2019.

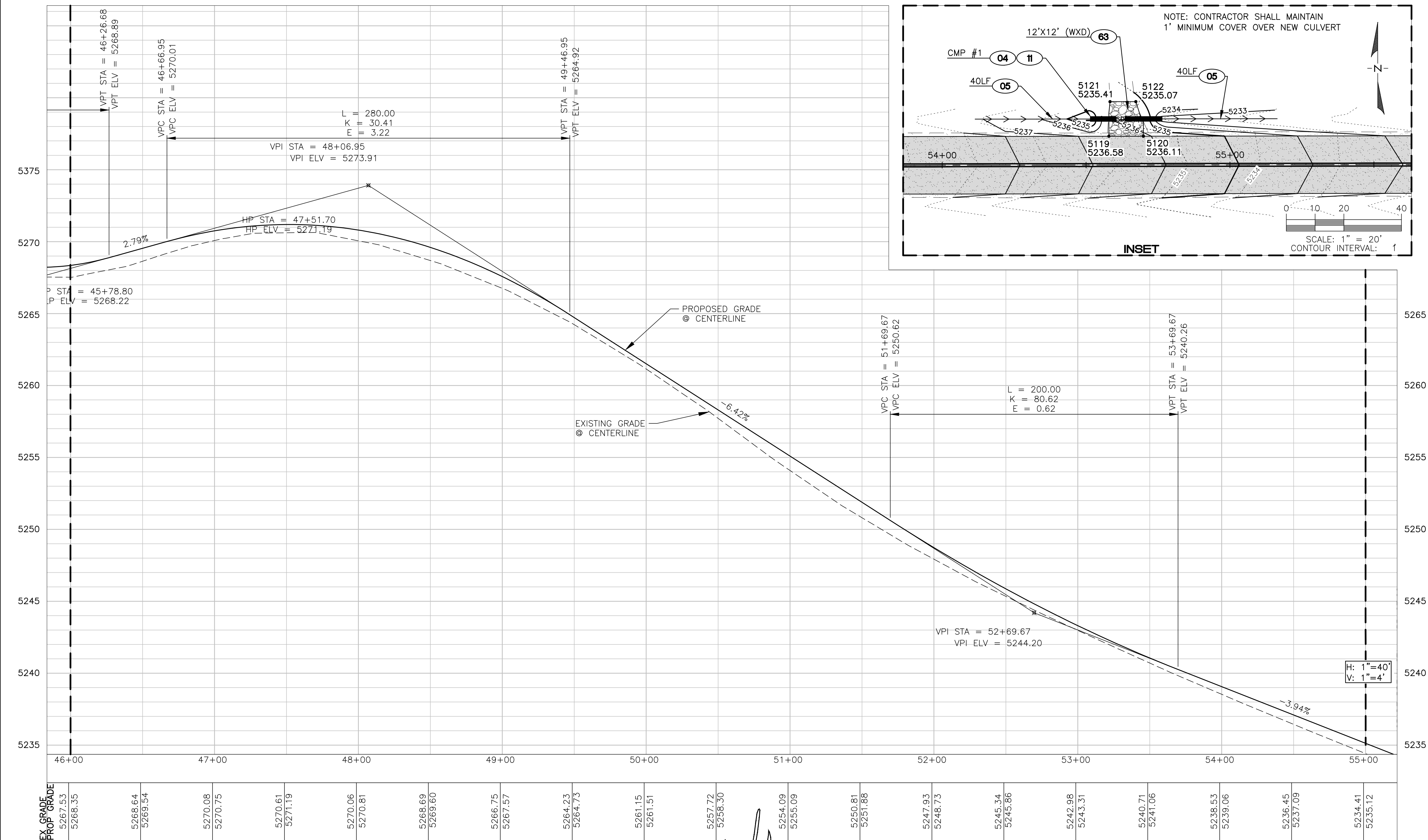
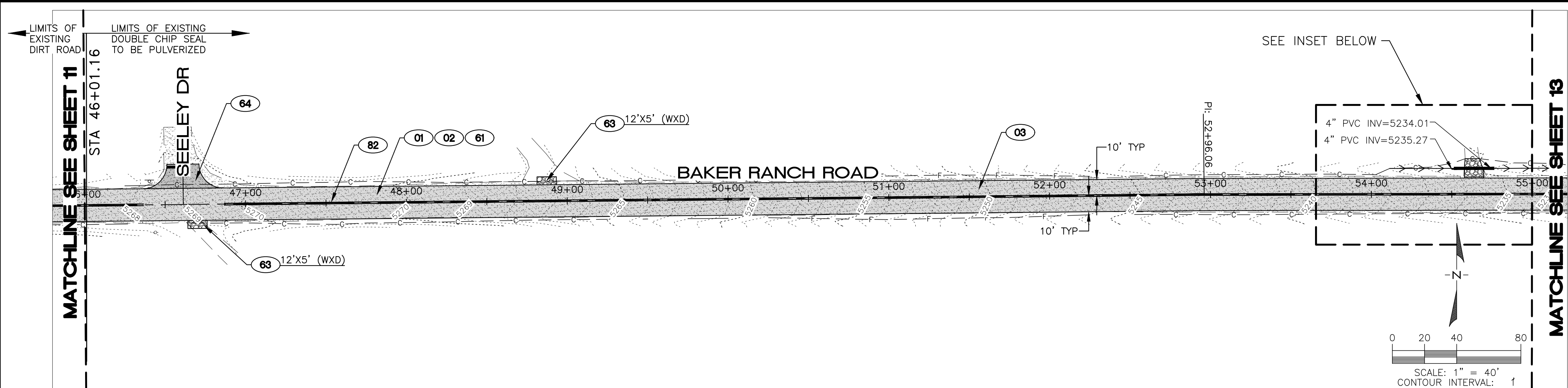
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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

PLAN & PROFILE
STATION 37+00 TO 46+00

HOR SCALE: 1"=40'
VERT SCALE: 1"=4'
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: 11 OF 15

DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MW



CONSTRUCTION NOTES
PUBLIC IMPROVEMENTS

- 01 CLEAR AND GRUB PER ADOT SS 201.
- 02 GRADING ROADWAY FOR PAVEMENT PER ADOT SS 205.
- 03 PULVERIZE EXISTING DOUBLE CHIP SEAL PER SPECIAL PROVISIONS.
- 04 REMOVE AND DISPOSE OF EXISTING 4" PVC CULVERT PER ADOT SS 202.
- 05 RE-GRADE EXISTING GRADER DITCH TO DRAIN IN ACCORDANCE WITH ADOT STANDARD SPECIFICATIONS SECTION 203.
- 11 INSTALL 21" X 15" (SPAN X RISE) ALUMINIZED CMP-ARCH (16 GA. HELICAL 2-2/3"X1/2") IN ACCORDANCE WITH ADOT SD C-13.10 AND C-13.15. INSTALL CMP AT THE FOLLOWING LOCATIONS:
CMP #1:
N: 34019.52, E: 18540.07, INV:5234.05
N: 34019.56, E: 18565.07, INV:5232.91
- 61 INSTALL NEW ASPHALT CONCRETE, AGGREGATE BASE COURSE, GEOGRID AND FILTER FABRIC IN ACCORDANCE WITH ADOT SPECIFICATIONS SECTIONS 409, 303, 306 AND 208 RESPECTIVELY. SEE STRUCTURAL SECTION NO. 1 ON SHEET 3.
- 63 INSTALL NEW AGGREGATE BASE COURSE FOR DRIVEWAY TRANSITION IN ACCORDANCE WITH ADOT SPECIFICATION SECTION 303. SEE STRUCTURAL SECTION NO. 3 ON SHEET 3. MATCH EXISTING ELEVATIONS AT PAD PERIMETER.
- 64 CONSTRUCT INTERSECTION TRANSITION PER DETAIL ON SHEET 5.
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118901

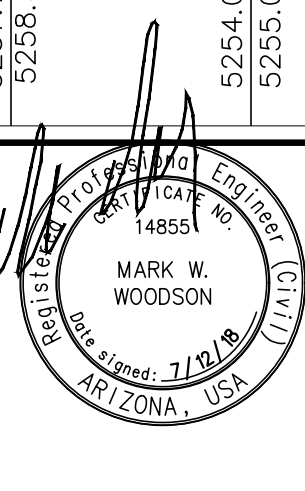
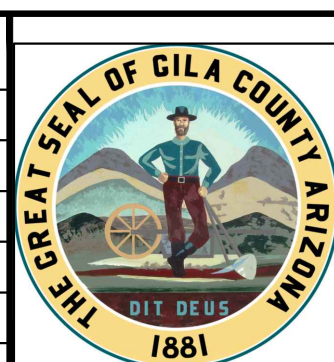
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07/12/2018

GILA COUNTY - BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS



REVISIONS:



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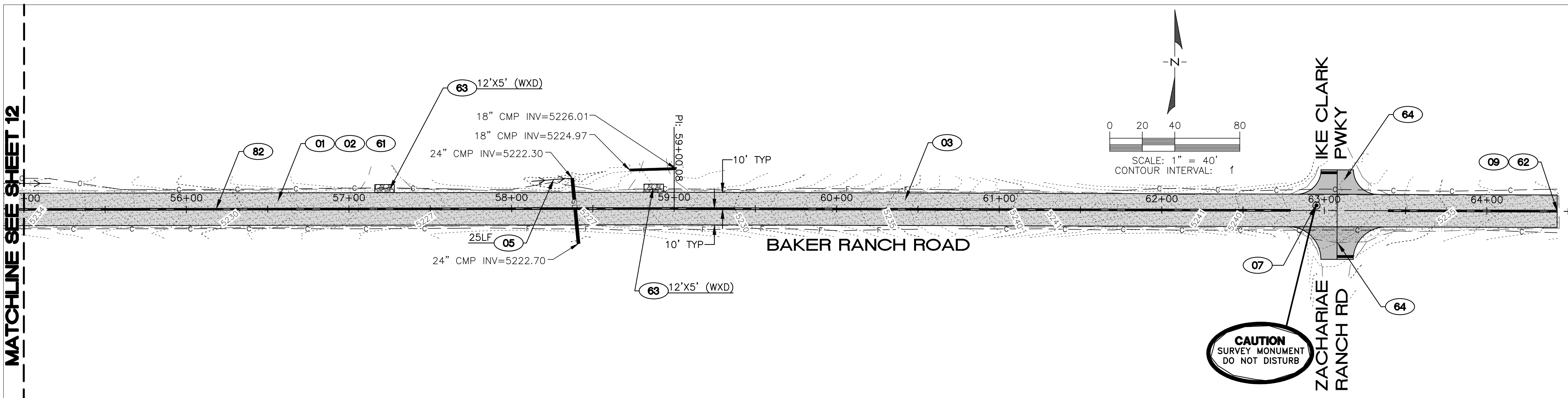
BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

PLAN & PROFILE
STATION 46+00 TO 55+00

HOR SCALE: 1"=40'
VERT SCALE: 1"=4'
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: 12 OF 15

DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MW

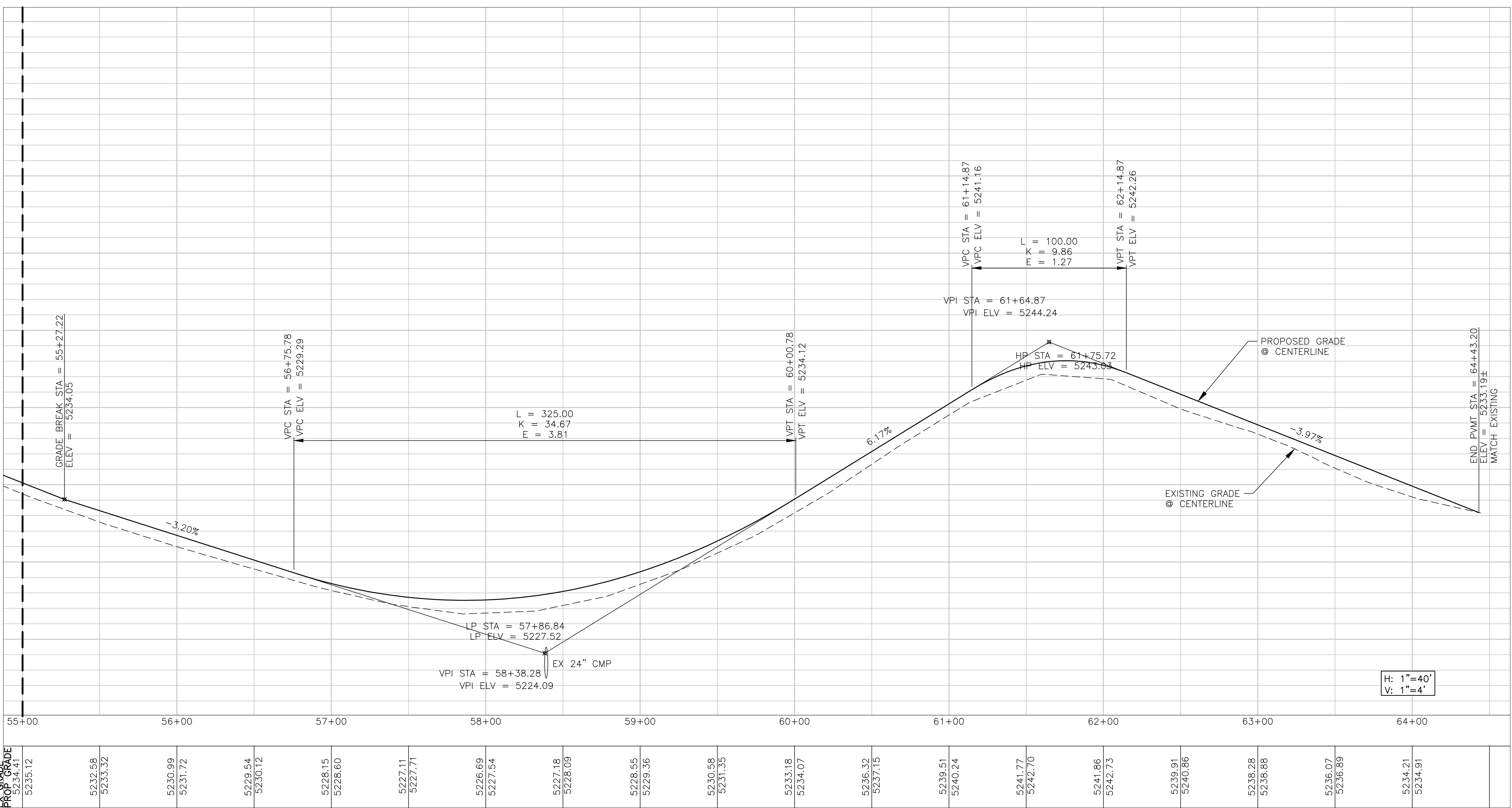
MATCHLINE SEE SHEET 12



END ROADWAY IMPROVEMENTS

- ### CONSTRUCTION NOTES PUBLIC IMPROVEMENTS
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 - 05 RE-GRADE EXISTING GRADER DITCH TO DRAIN IN ACCORDANCE WITH ADOT STANDARD SPECIFICATIONS SECTION 203.
 - 07 ADJUST EXISTING SURVEY MONUMENT BOX AND COVER TO FINISHED GRADE PER MAG SD NO. 391, AS SHOWN ON SHEET 2.
 - 09 SAWCUT EDGE OF EXISTING ASPHALT. TACK EDGES OF EXISTING ROAD IN ACCORDANCE WITH ADOT STANDARD SPECIFICATIONS SECTION 404 PRIOR TO NEW ASPHALT PAVING.
 - 61 INSTALL NEW ASPHALT CONCRETE, AGGREGATE BASE COURSE, GEOGRID AND FILTER FABRIC IN ACCORDANCE WITH ADOT SPECIFICATIONS SECTIONS 409, 303, 306 AND 208 RESPECTIVELY. SEE STRUCTURAL SECTION NO. 1 ON SHEET 3.
 - 62 INSTALL PAVEMENT SECTION AT TERMINATION IN ACCORDANCE WITH MAG SS 336 AND MAG SD NO. 201 TYPE 'A', (D=8.5") PER DETAIL ON SHEET 3, MODIFIED TO BE PERPENDICULAR TO THE DIRECTION OF TRAVEL.
 - 63 INSTALL NEW AGGREGATE BASE COURSE FOR DRIVEWAY TRANSITION IN ACCORDANCE WITH ADOT SPECIFICATION SECTION 303. SEE STRUCTURAL SECTION NO. 3 ON SHEET 3. MATCH EXISTING ELEVATIONS AT PAD PERIMETER.
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FN:07-12 PLAN & PROFILE

REVISIONS:	

THE GREAT SEAL OF GILA COUNTY ARIZONA 1881

MARK W. WOODSON
Professional Engineer
No. 1885
Arizona, USA

EXPIRES: 12/31/2019

WOODSON

ENGINEERING & SURVEYING

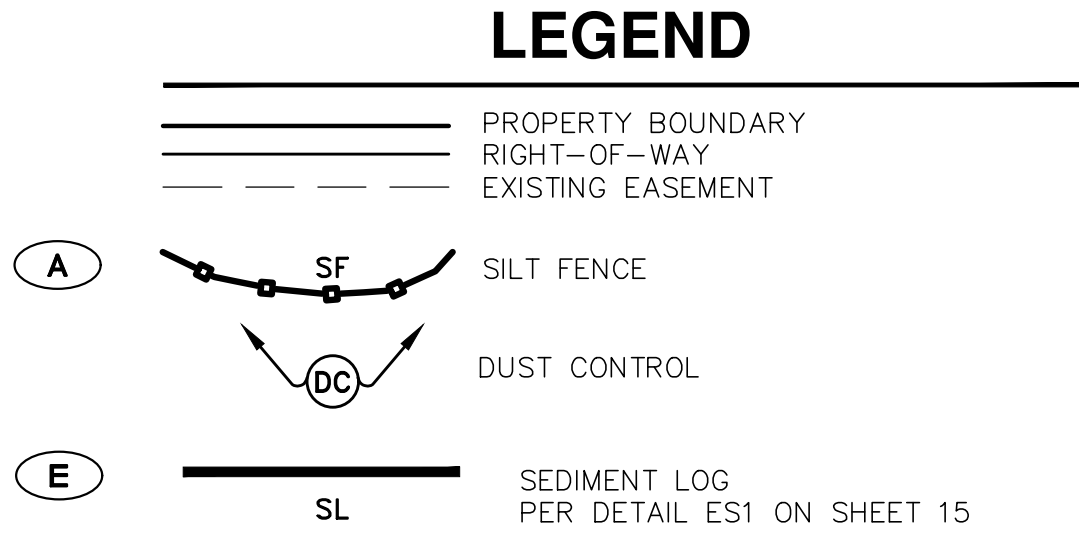
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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

PLAN & PROFILE
STATION 55+00 TO 64+43.20

HOR SCALE: 1"=40'
VERT SCALE: 1"=4'
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: 13 OF 15

DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MW



CONSTRUCTION SEQUENCING:

EROSION CONTROL SEDIMENT LOGS PER PLAN.

SITE CLEARING.

GENERAL SITE GRADING AND UTILITY INSTALLATIONS.

REMOVE CONSTRUCTION SEDIMENT FROM DETENTION STORAGE AREAS AND STORM SEWER AS NECESSARY TO RE-ESTABLISH SITE TO SPECIFICATIONS INDICATED ON THE PLAN.

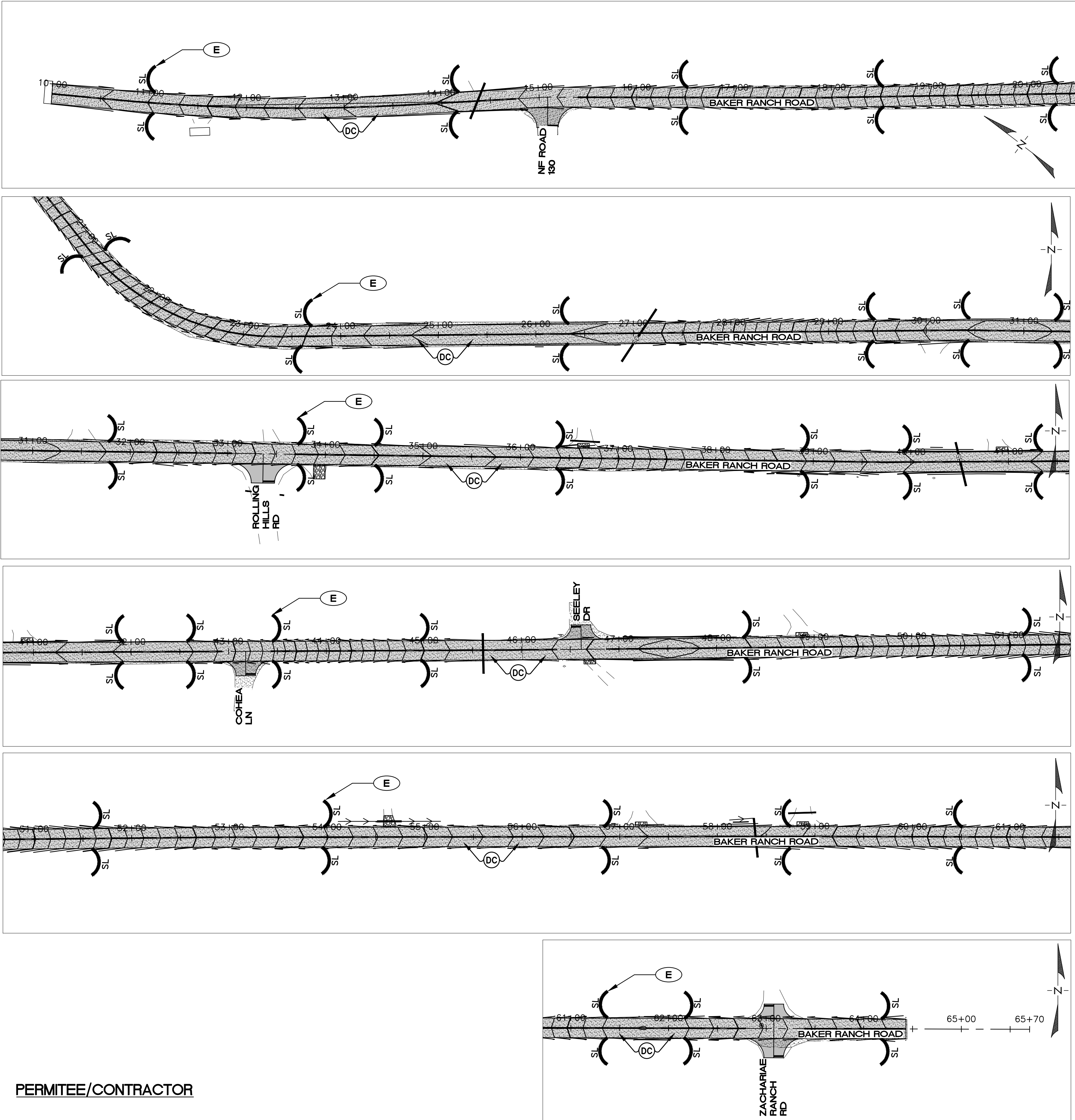
SWPPP CONSTRUCTION NOTES:

1. DUST CONTROL WILL BE ACHIEVED ACCORDING ADOT STANDARD SPECIFICATIONS 104.

2. ALL SUBCONTRACTORS WILL BE RESPONSIBLE FOR CLEANOFF OF MUD OR DIRT PRIOR TO ENTRY ONTO COUNTY ROADS.

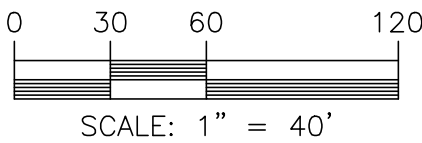
3. NO MAINTENANCE OF VEHICLES WILL BE DONE ONSITE.

4. ANY GAS OR OIL SPILLED WILL REQUIRE IMMEDIATE NOTIFICATION TO OWNER AND APPROPRIATE CLEAN-UP. ANY CONTAMINATED SOIL SHALL BE HAULED TO HAZARDOUS WASTE LOCATION.



PERMITEE/CONTRACTOR

SIGNATURE OF PERMITEE/CONTRACTOR DATE



NOTES FOR STORMWATER POLLUTION PREVENTION PLAN

1. A COPY OF THE NOTICE OF INTENT (NOI) AND THIS STORM WATER POLLUTION PREVENTION PLAN (SWPPP), SHALL BE MAINTAINED ON THE SITE AND AVAILABLE FOR REVIEW. OPERATOR SHALL POST A SIGN INDICATING THE AZPDES NOI AUTHORIZATION OR NUMBER, CONTACT NAMES AND PHONE NUMBERS AND A BRIEF PROJECT DESCRIPTION.

2. THE PERMITTEE SHALL MAINTAIN RECORDS OF DATES WHEN MAJOR GRADING OPERATIONS OCCUR, AND WHEN STABILIZATION IS INITIATED AND COMPLETED. INDICATE ANY REASON FOR DELAYS.

3. THE PERMITTEE SHALL PERFORM, AT A MINIMUM, A VISUAL INSPECTION OF THE CONSTRUCTION SITE ONCE EVERY 14 DAYS AND WITHIN 24 HOURS OF RAINFALL GREATER THAN OR EQUAL HALF AN INCH OR MORE. THE OPERATOR SHALL PREPARE A REPORT DOCUMENTING HIS/HER FINDINGS ON PROBLEM AREAS. SEE SWPPP CHECKLIST, PART IV, H.5 FOR INSPECTION REPORT REQUIREMENTS. THE OPERATOR'S REPORT IS TO BE MAINTAINED ON THE SITE. FACILITIES SHALL BE MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING. IN ADDITION, ALL TEMPORARY SILTATION CONTROLS SHALL BE MAINTAINED IN A SATISFACTORY CONDITION UNTIL SUCH TIME THAT CLEARING AND/OR CONSTRUCTION IS COMPLETE, PERMANENT DRAINAGE FACILITIES ARE OPERATIONAL, AND THE POTENTIAL FOR EROSION HAS BEEN MINIMIZED BY SITE STABILIZATION ACCORDING TO THE PROJECT CONSTRUCTION PLANS.

4. ALL SEDIMENT ACCUMULATED AT SILTATION CONTROLS, INCLUDING DETENTION BASINS, SHALL BE REMOVED AFTER EACH RAINFALL EVENT.

5. THE PERMITTEE SHALL AMEND THIS PLAN WITHIN TWO WEEKS AS NECESSARY DURING THE COURSE OF CONSTRUCTION TO RESOLVE ANY PROBLEM AREAS WHICH BECOME EVIDENT DURING THE CONSTRUCTION AND/OR DURING RAINFALLS OR TO ADDRESS ANY CHANGES IN DESIGN OR PROJECT SCOPE.

6. THE PERMITEE SHALL FILE A NOTICE OF TERMINATION (NOT) AFTER COMPLETION OF CONSTRUCTION AND PLACEMENT OF FINAL MATERIALS.

7. THE PERMITTEE SHALL SAVE ALL RECORDS, INCLUDING THE NOI, SWPPP AND NOT AND INSPECTION REPORTS ON FILE FOR A MINIMUM OF THREE (3) YEARS FROM THE DATE OF FILING THE NOT.

8. THE IMPLEMENTATION OF THESE PLANS AND CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE FACILITIES IS THE RESPONSIBILITY OF THE PERMITTEE/CONTRACTOR UNTIL ALL CONSTRUCTION IS APPROVED AND THE NOT SUBMITTED.

9. THE FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING ACTIVITIES IN SUCH A MANNER AS TO INSURE THAT SEDIMENT-LADEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM OR VIOLATE APPLICABLE WATER STANDARDS, AND MUST BE INSTALLED AND IN OPERATION PRIOR TO ANY GRADING OR LAND CLEARING, WHEREVER POSSIBLE, MAINTAIN NATURAL VEGETATION FOR SILT CONTROL BUFFERS.

10. THE PERMITTEE'S/CONTRACTOR'S NOI MUST BE RECEIVED PRIOR TO THE SWPPP PERMIT BEING ISSUED.

118901

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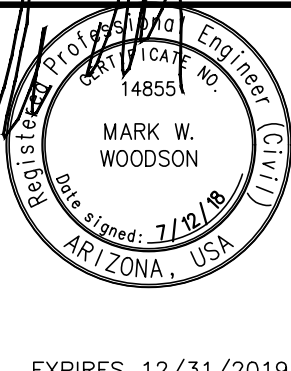
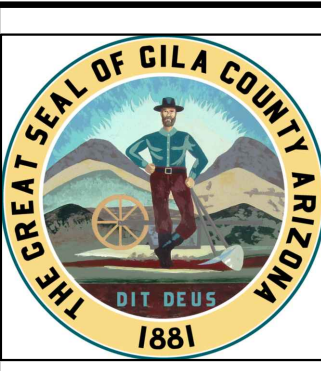
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07/12/2018

GILA COUNTY - BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS



REVISIONS:		



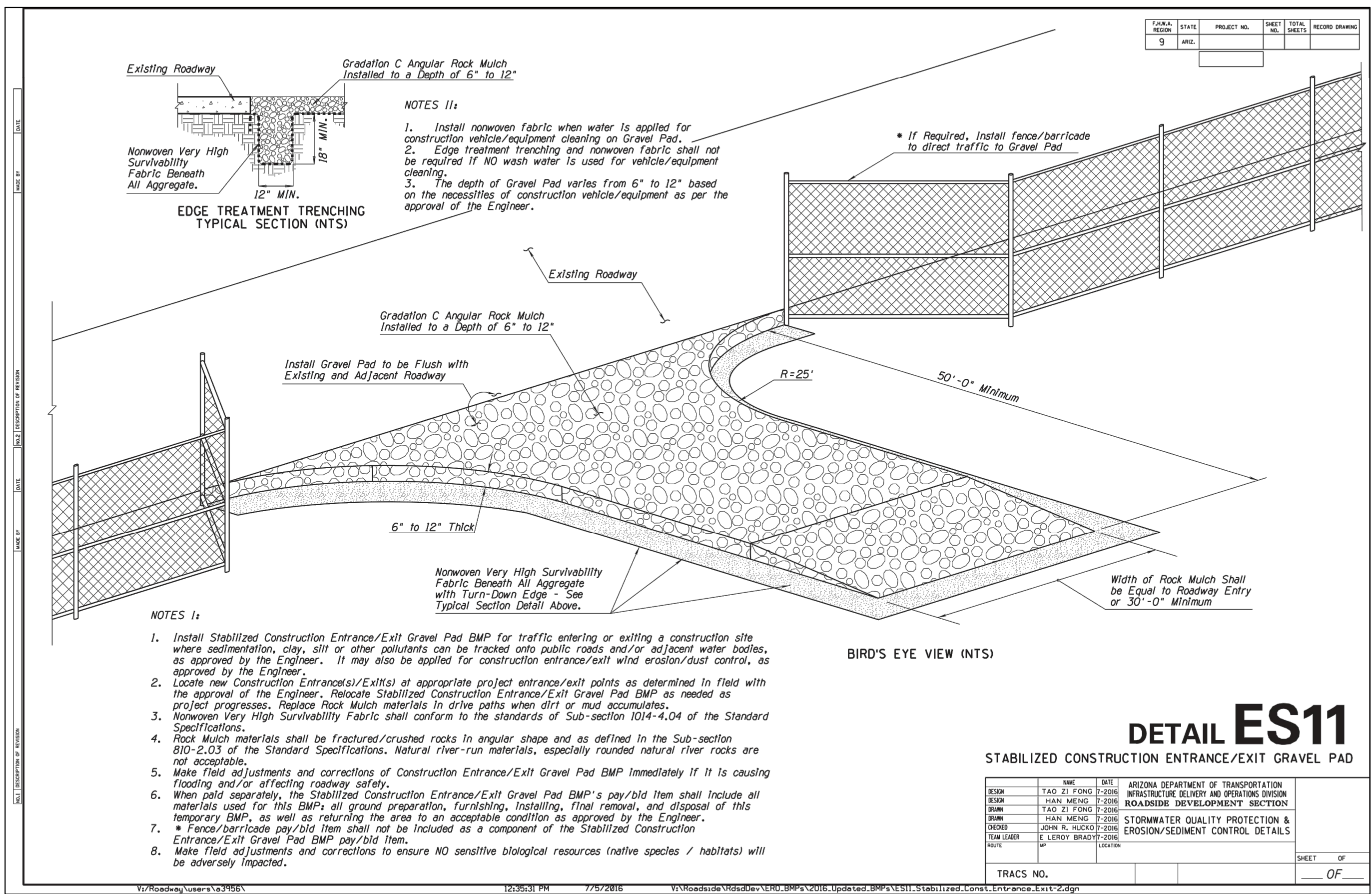
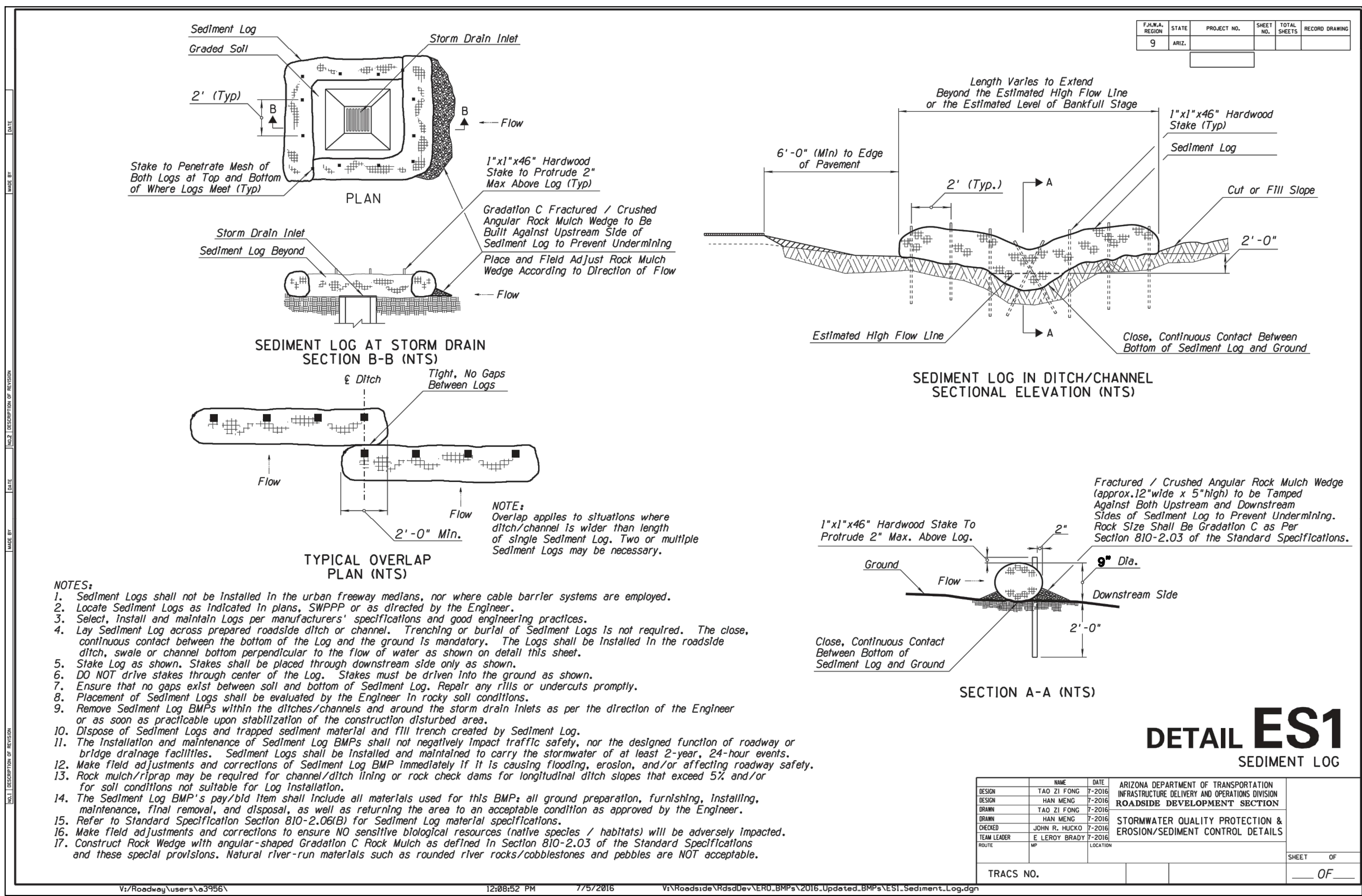
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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

SWPPP PLAN

HOR SCALE: 1"=40'
VERT SCALE: N/A
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: 14 OF 15

DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MW



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Know what's below.

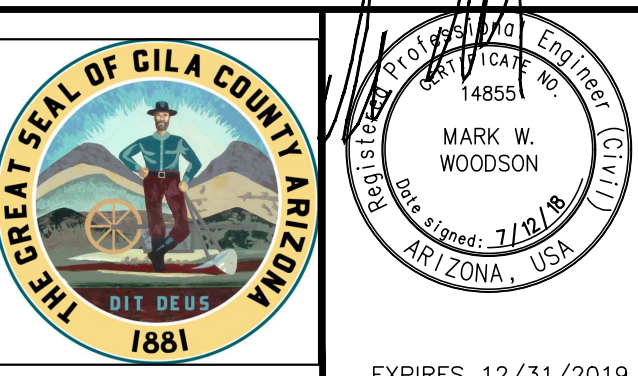
Call before you dig.

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FN: 13 SWPPP

REVISIONS:	



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GILA COUNTY - BAKER RANCH ROAD
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07/12/2018

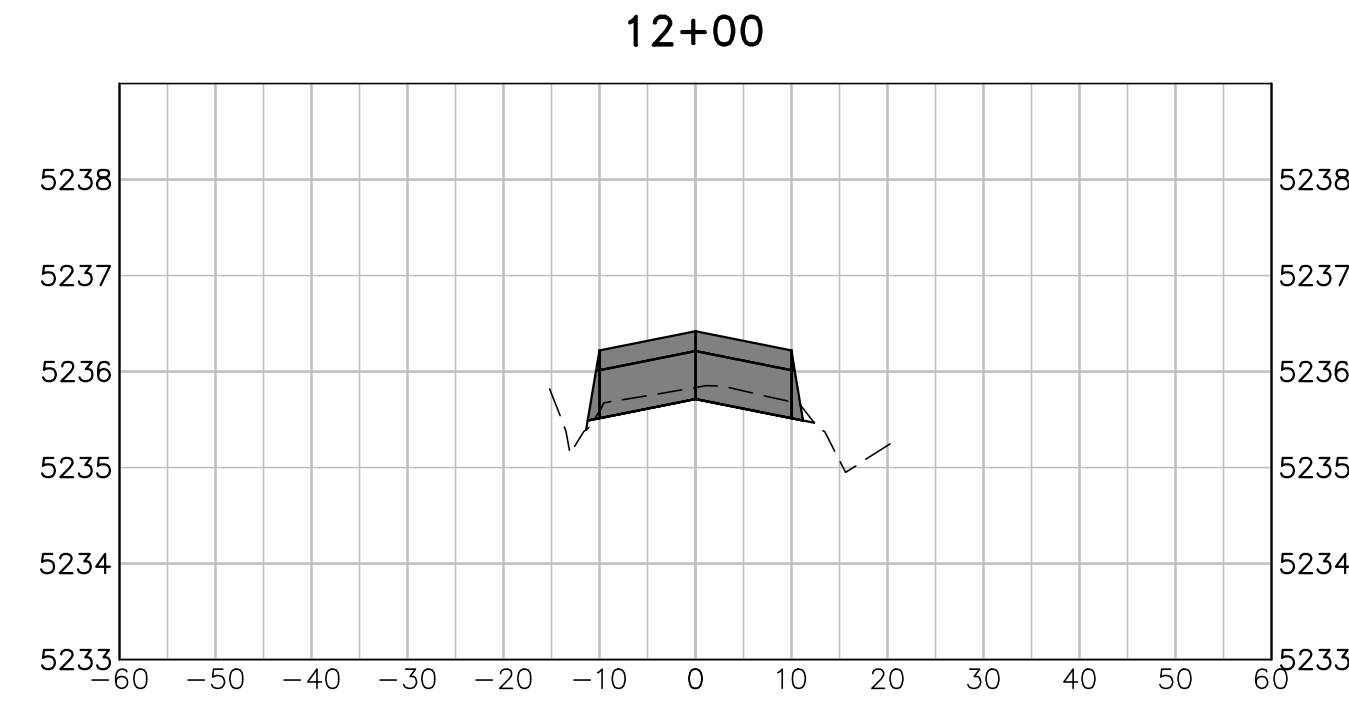
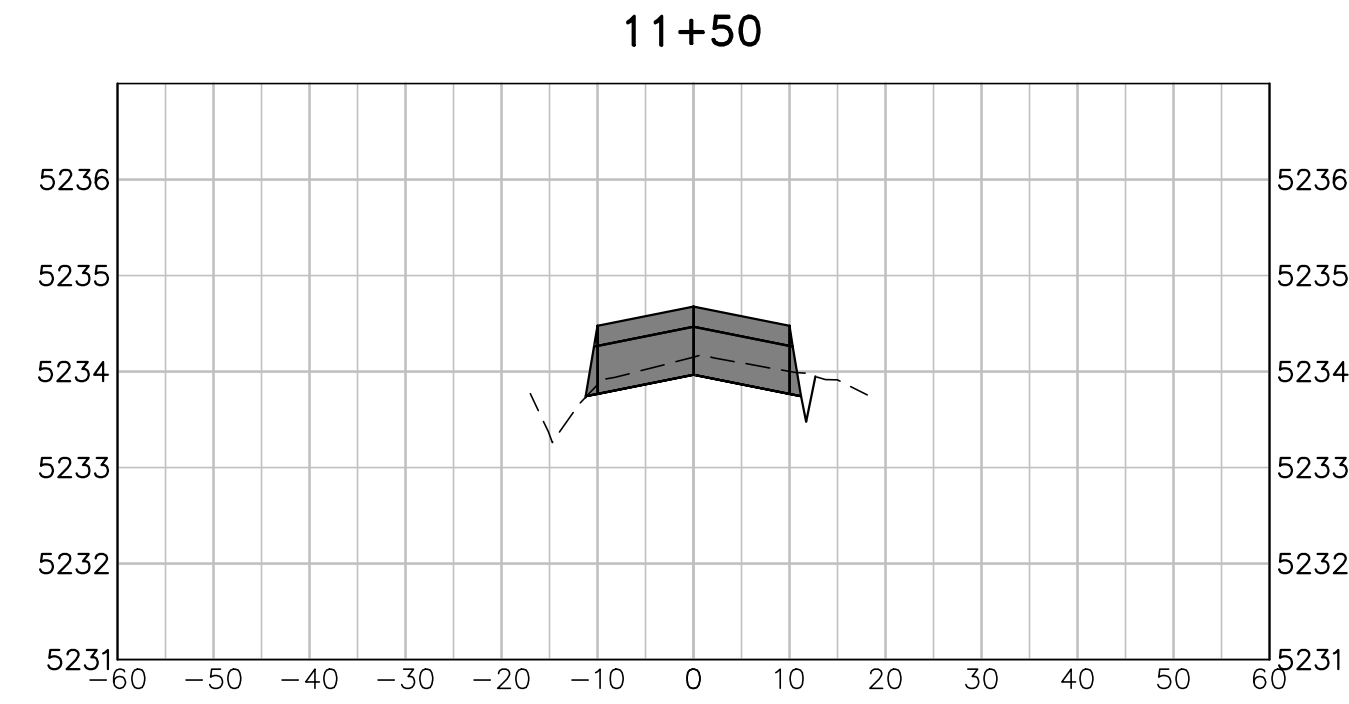
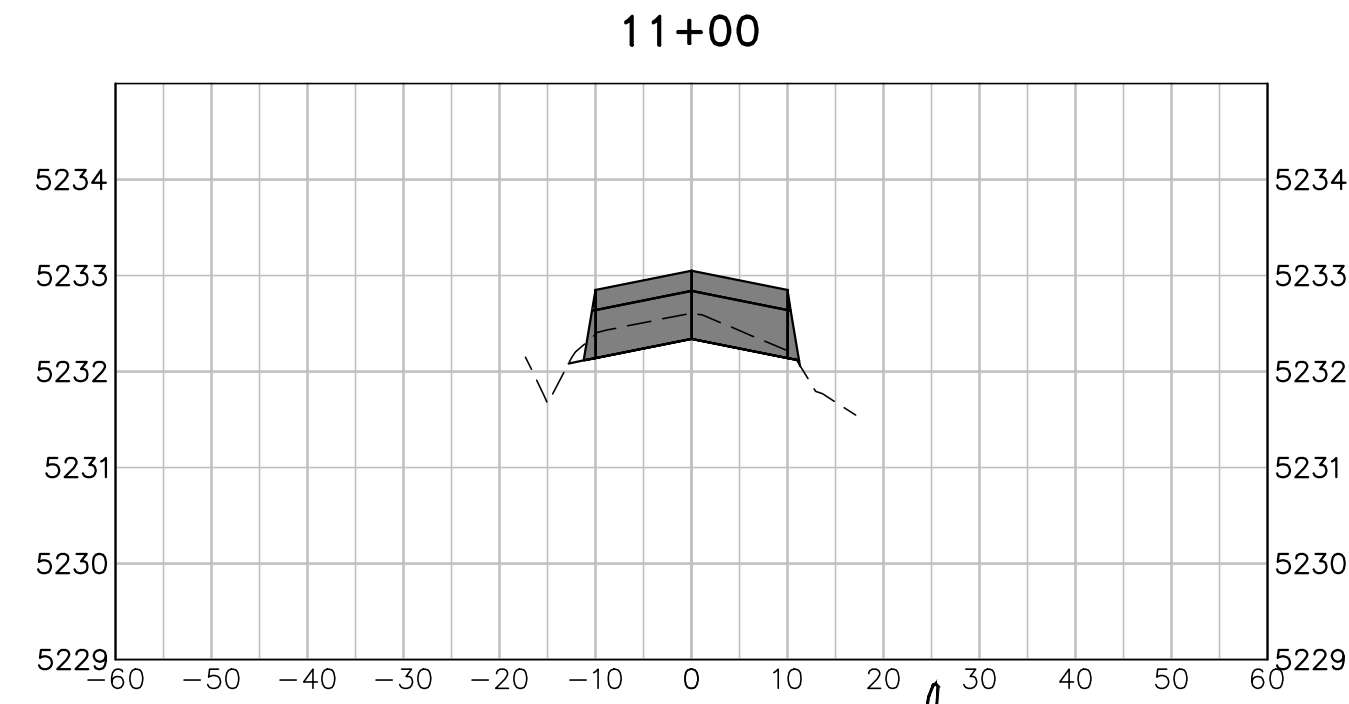
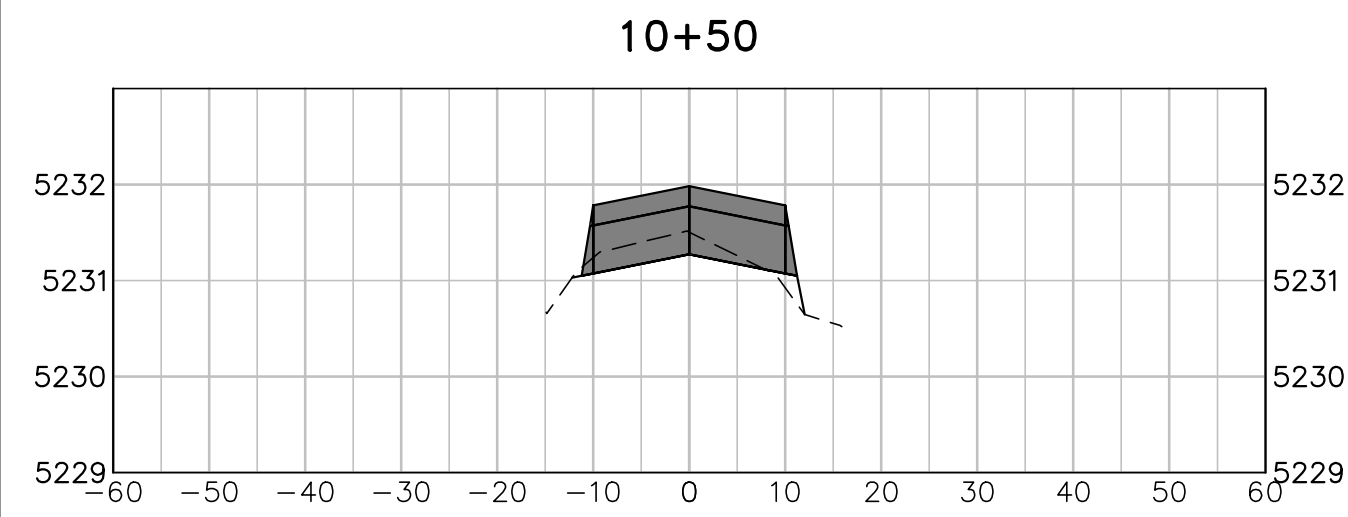
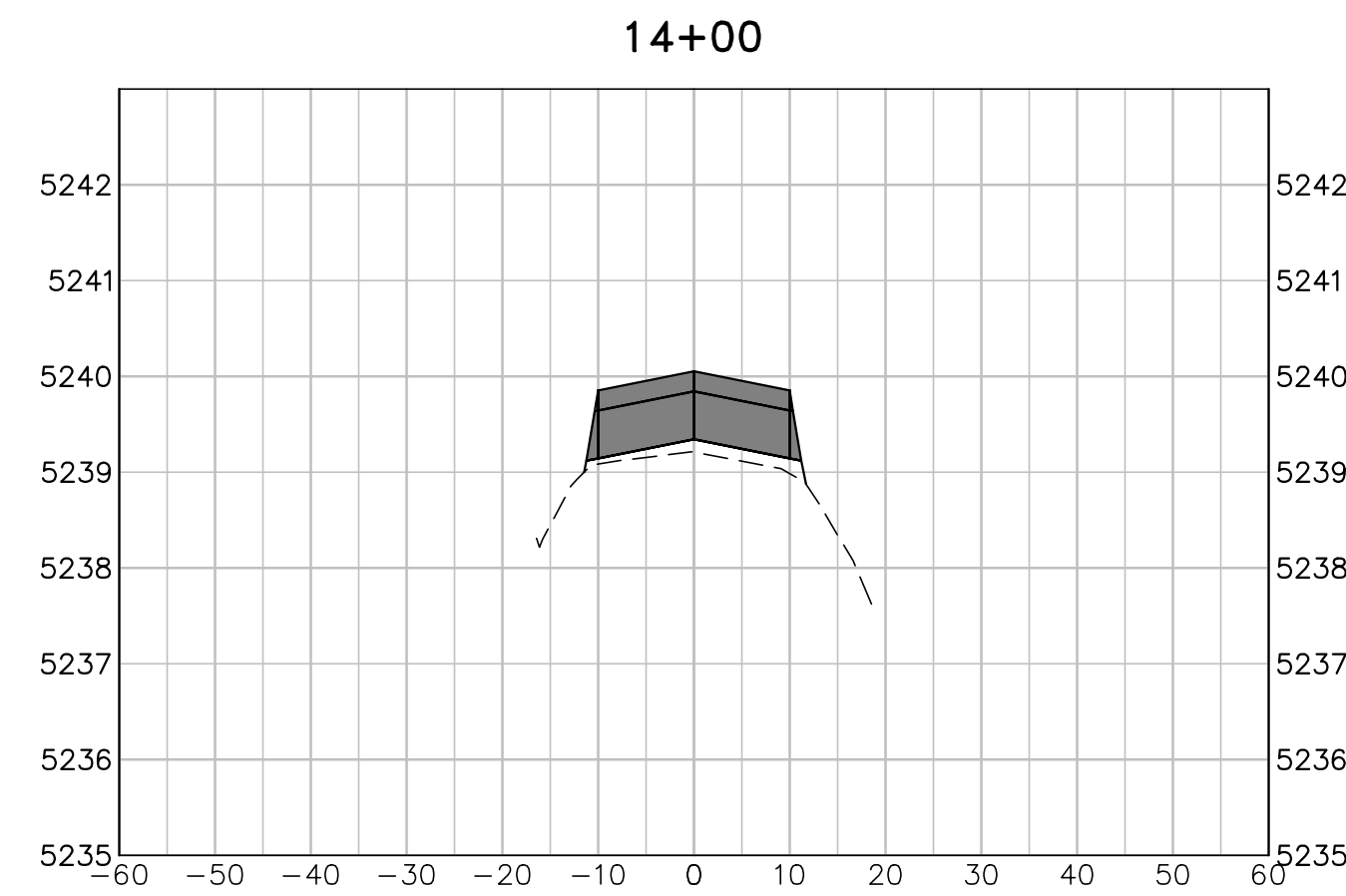
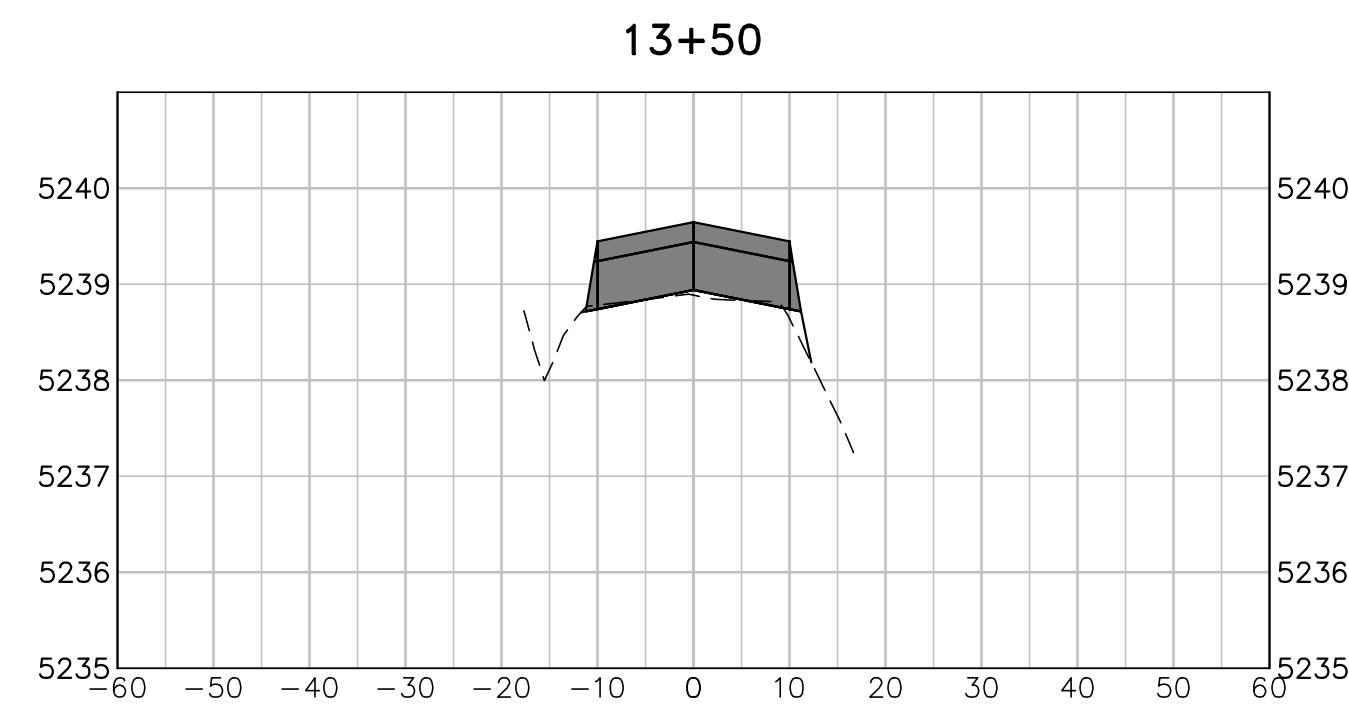
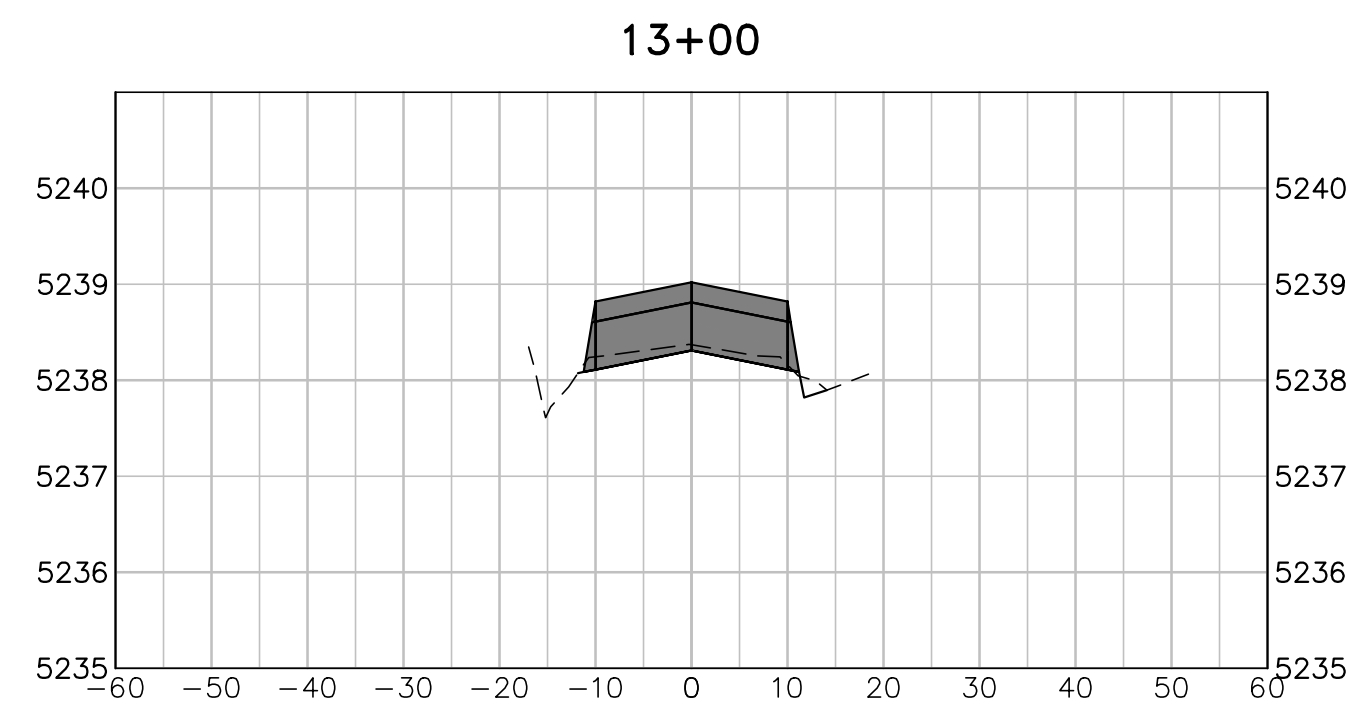
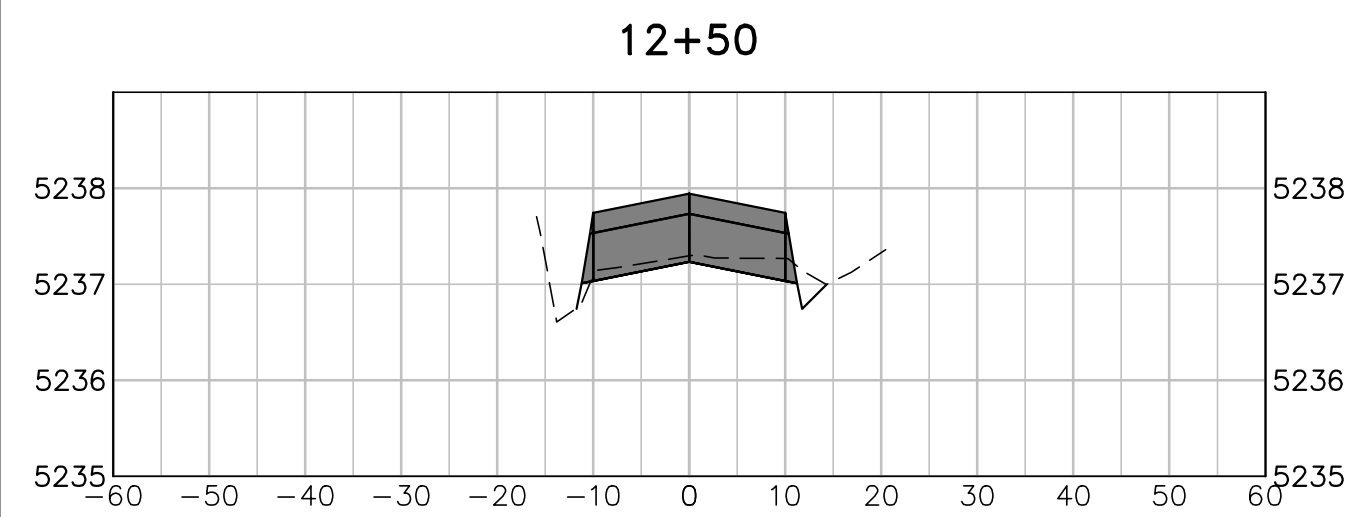
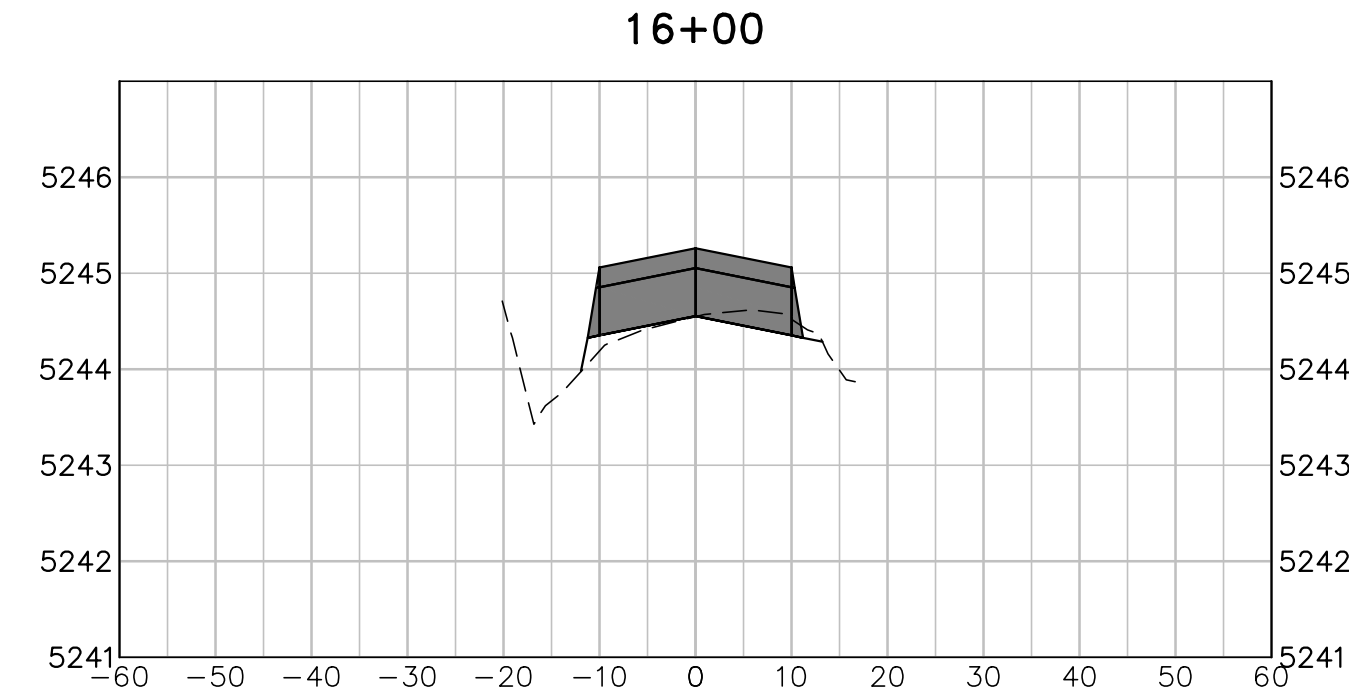
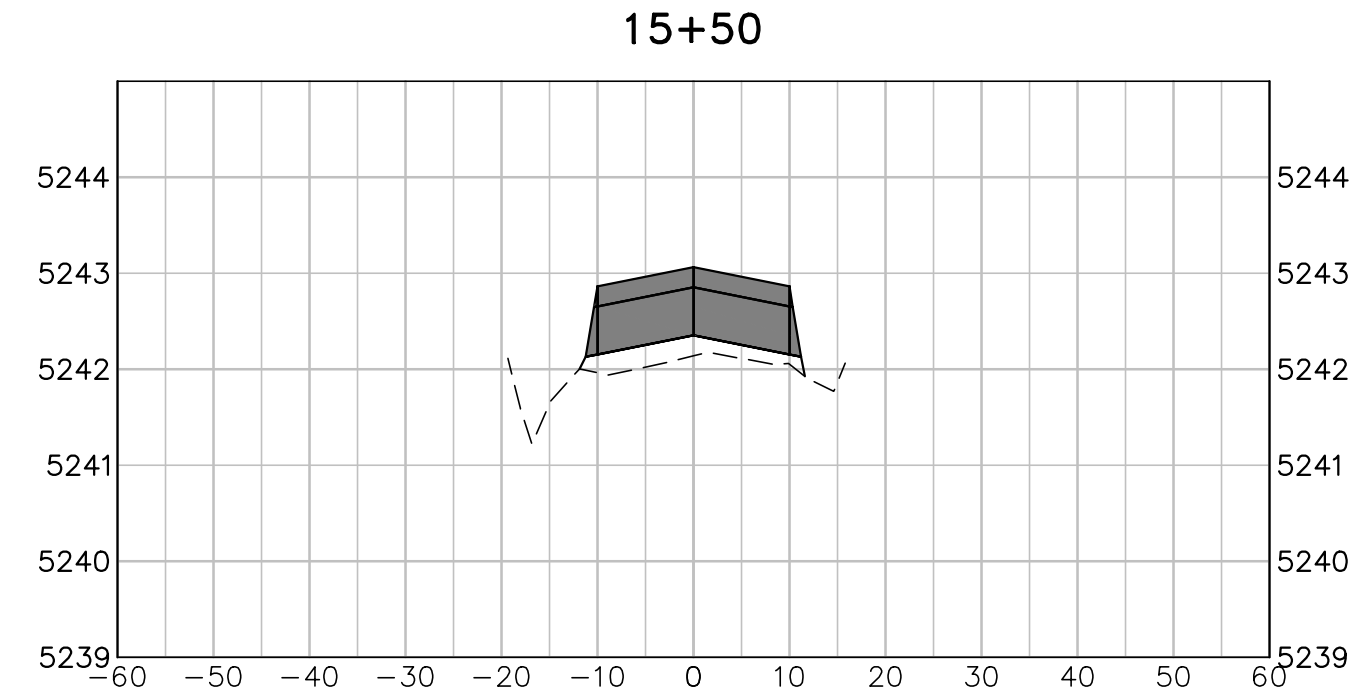
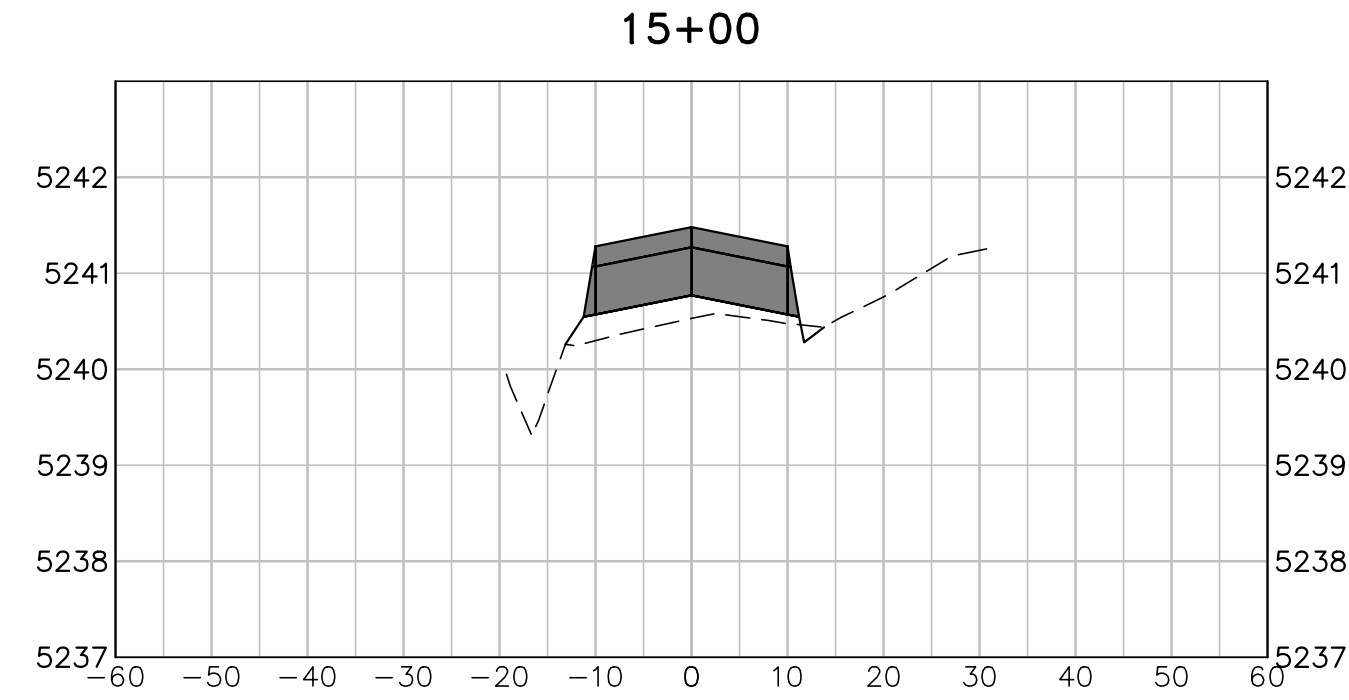
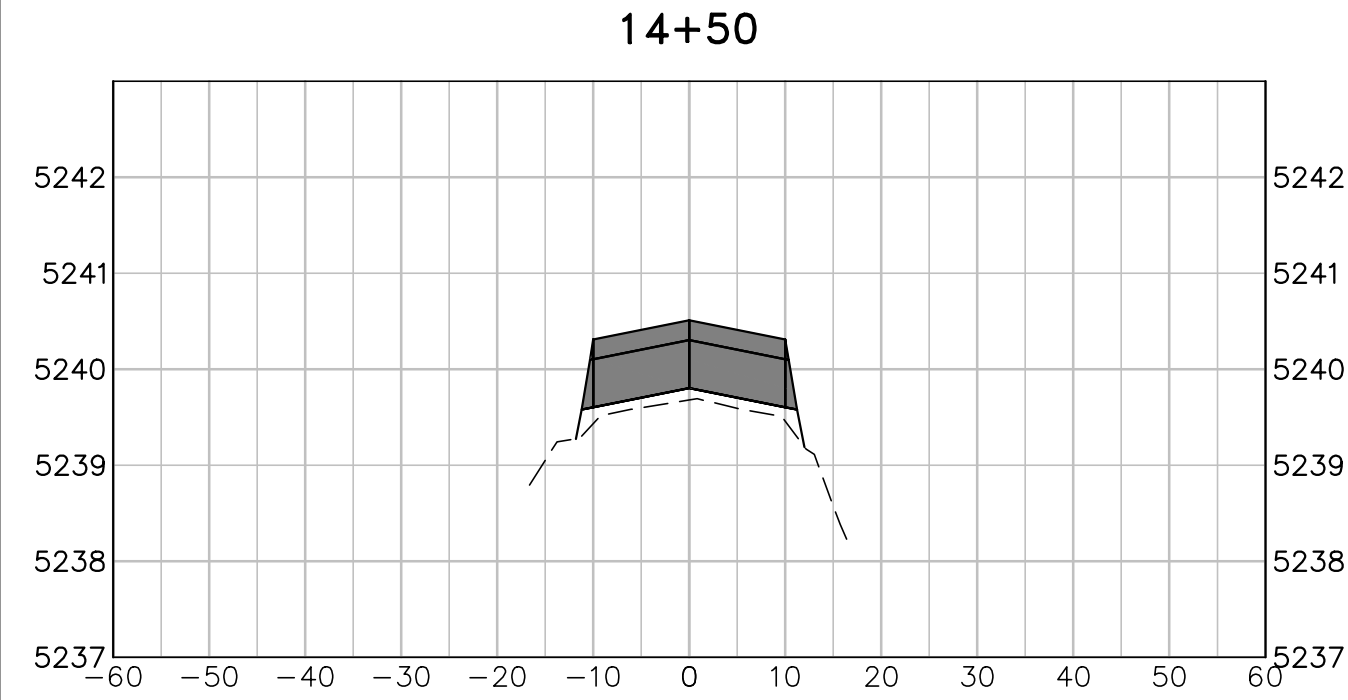
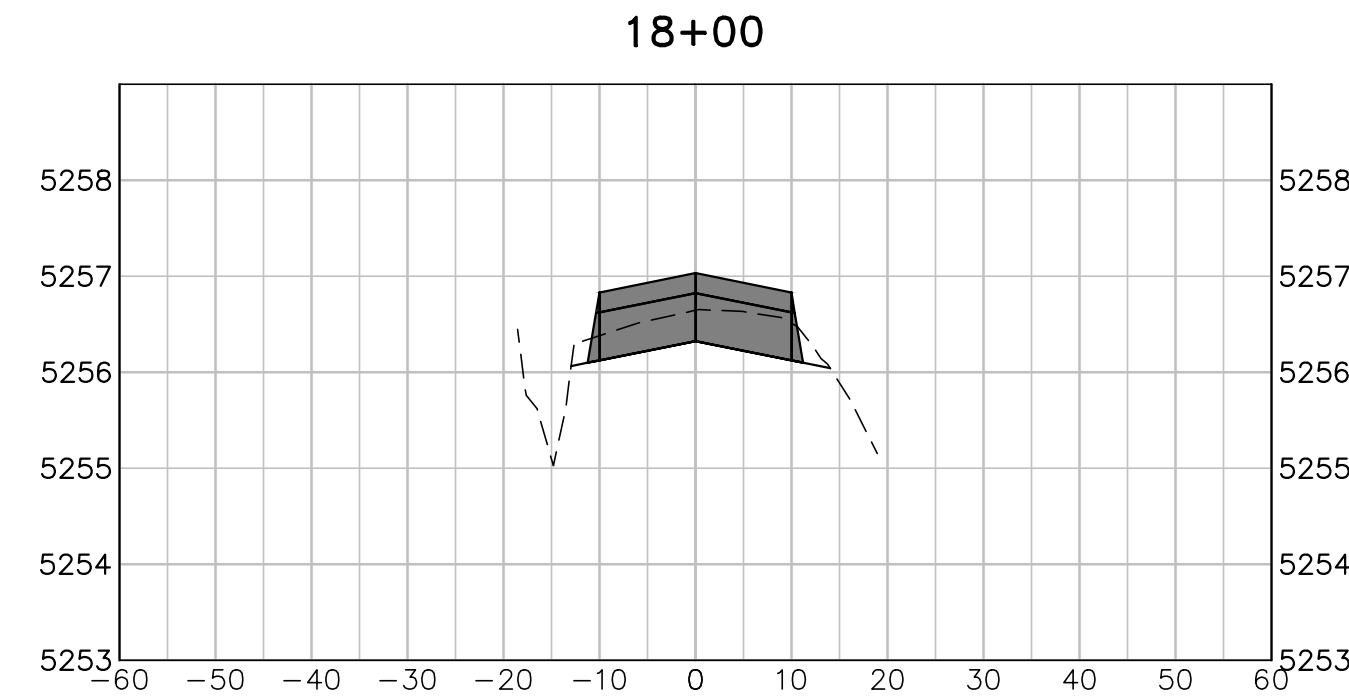
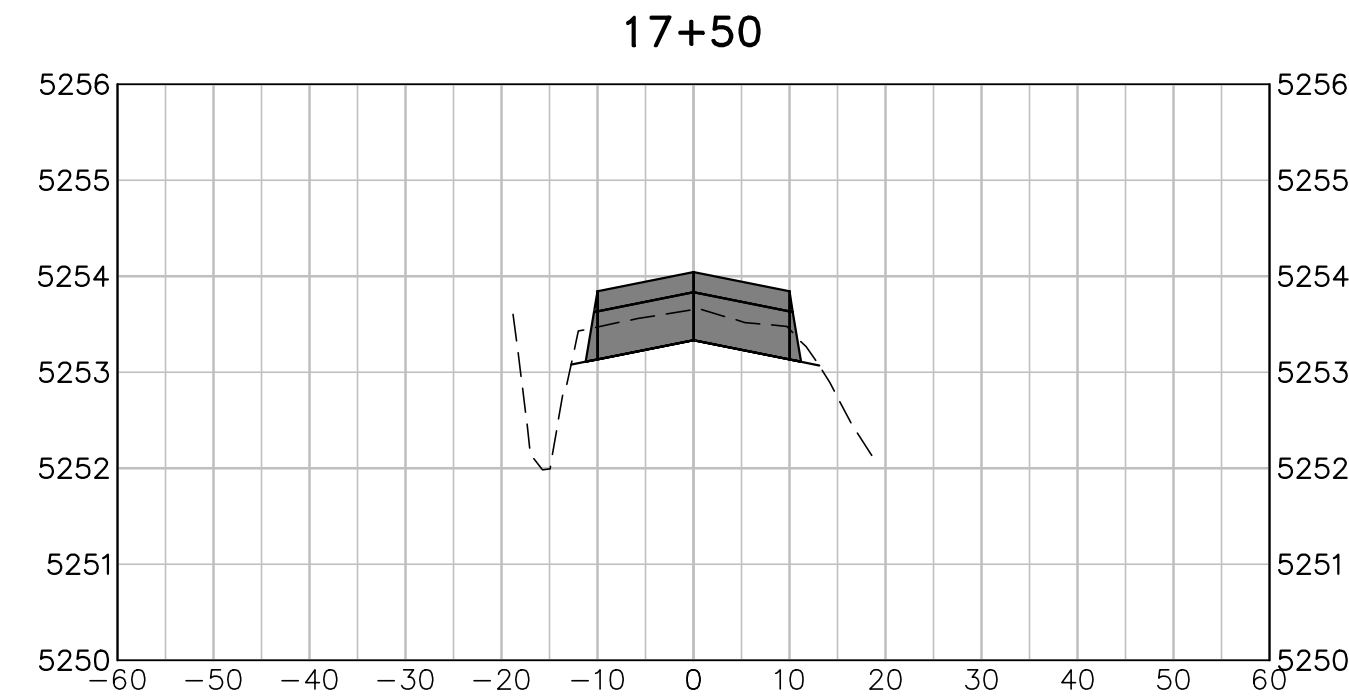
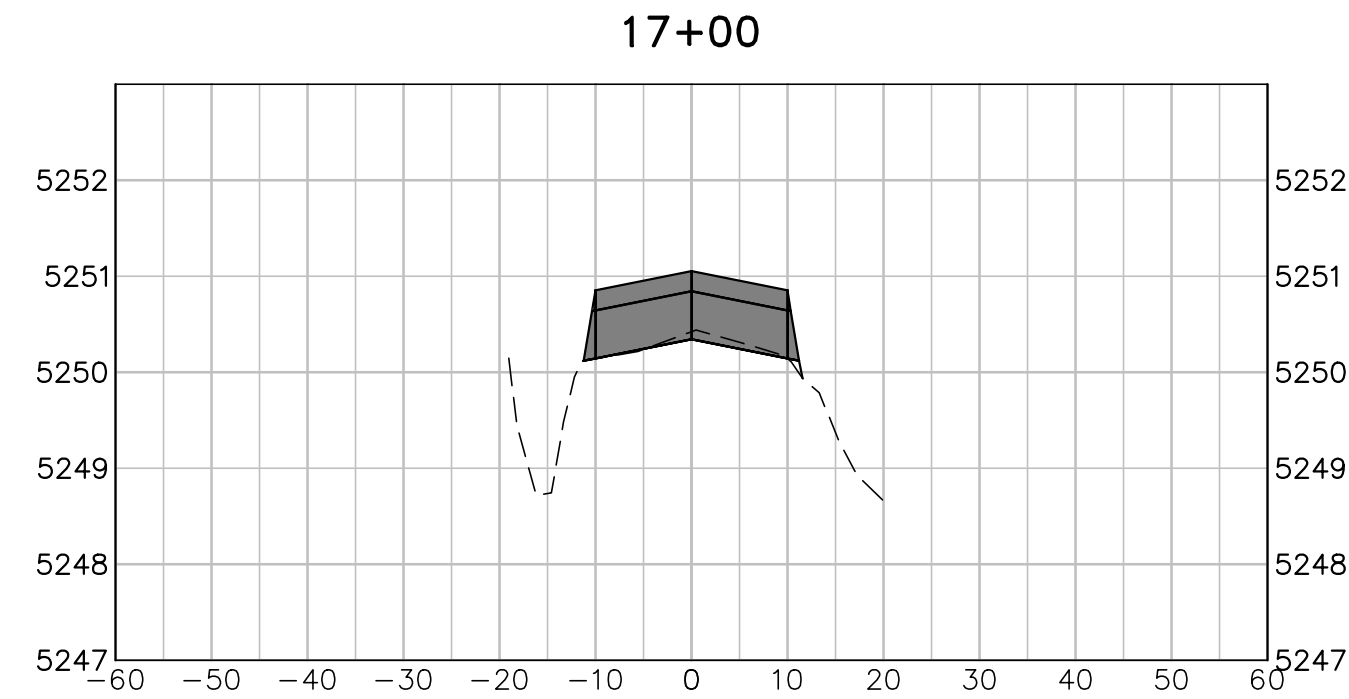
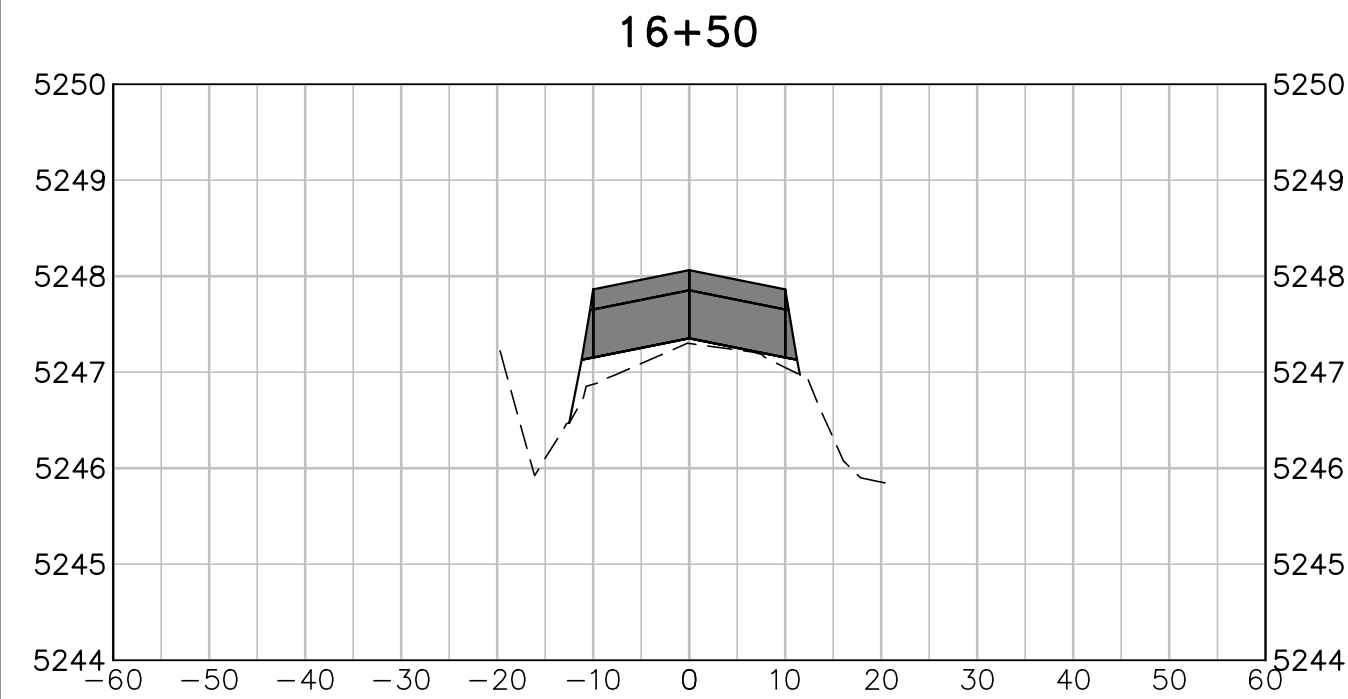
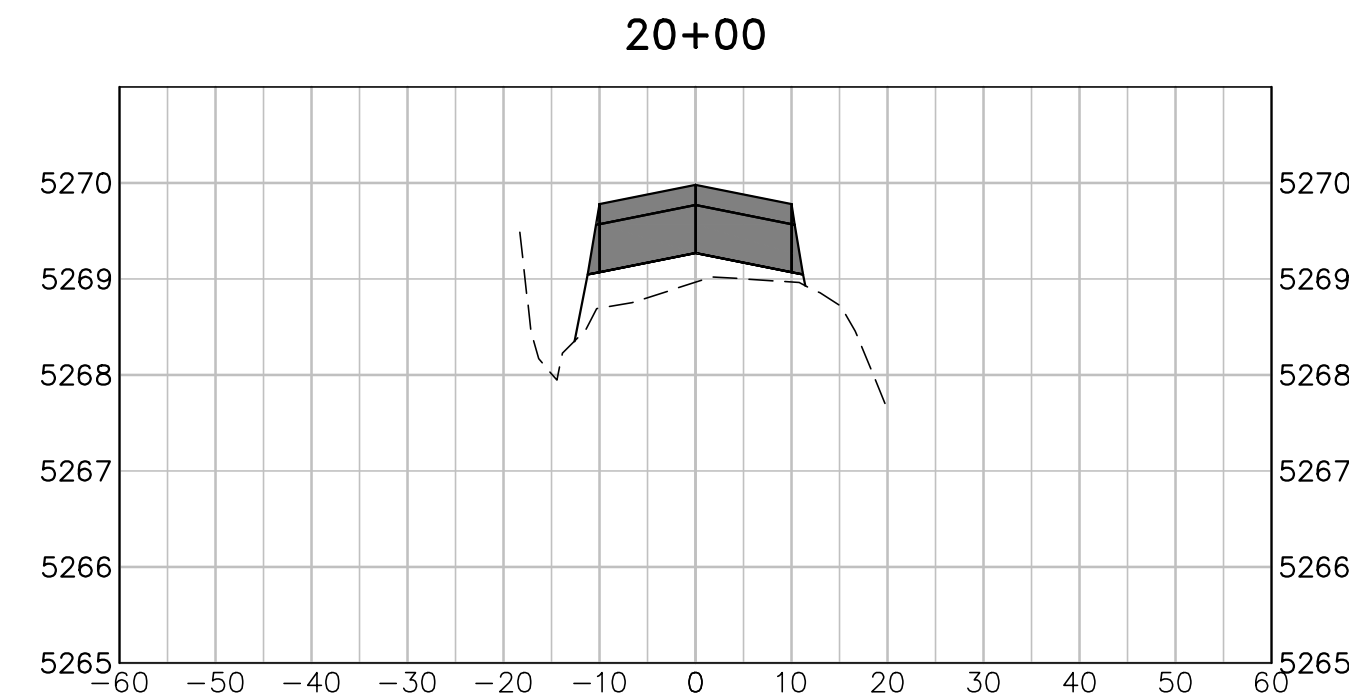
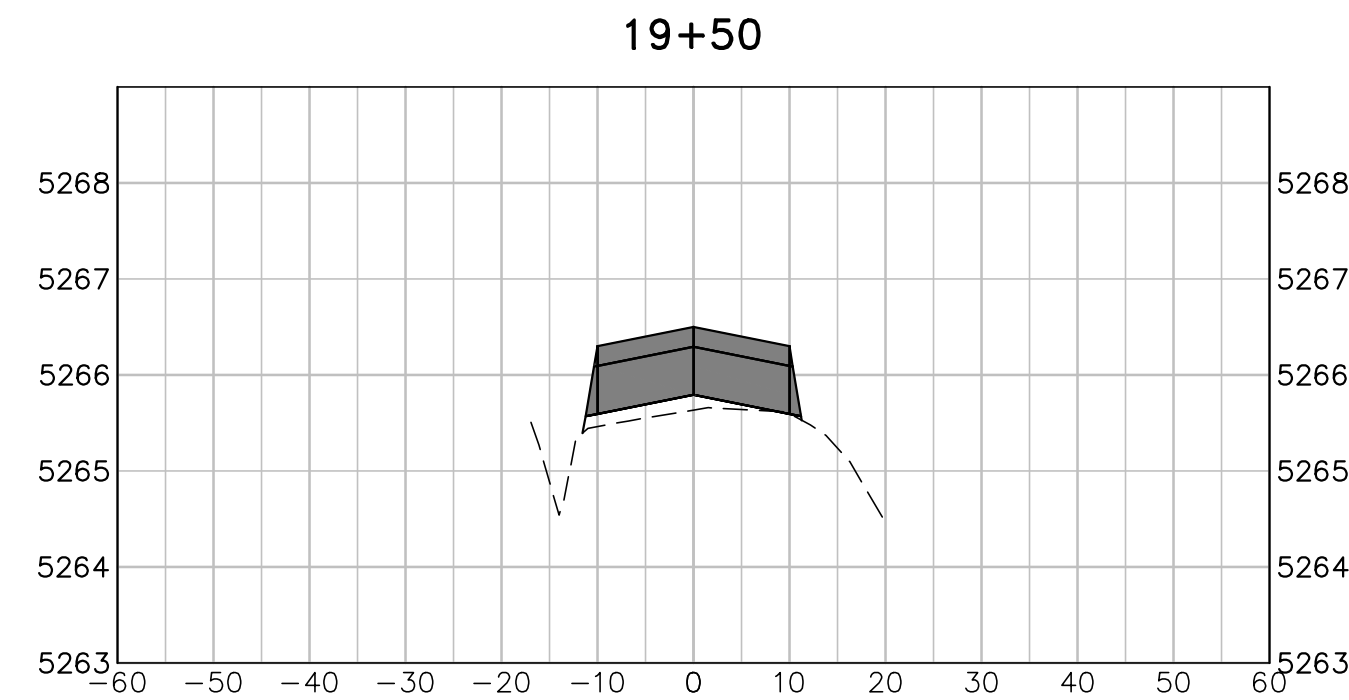
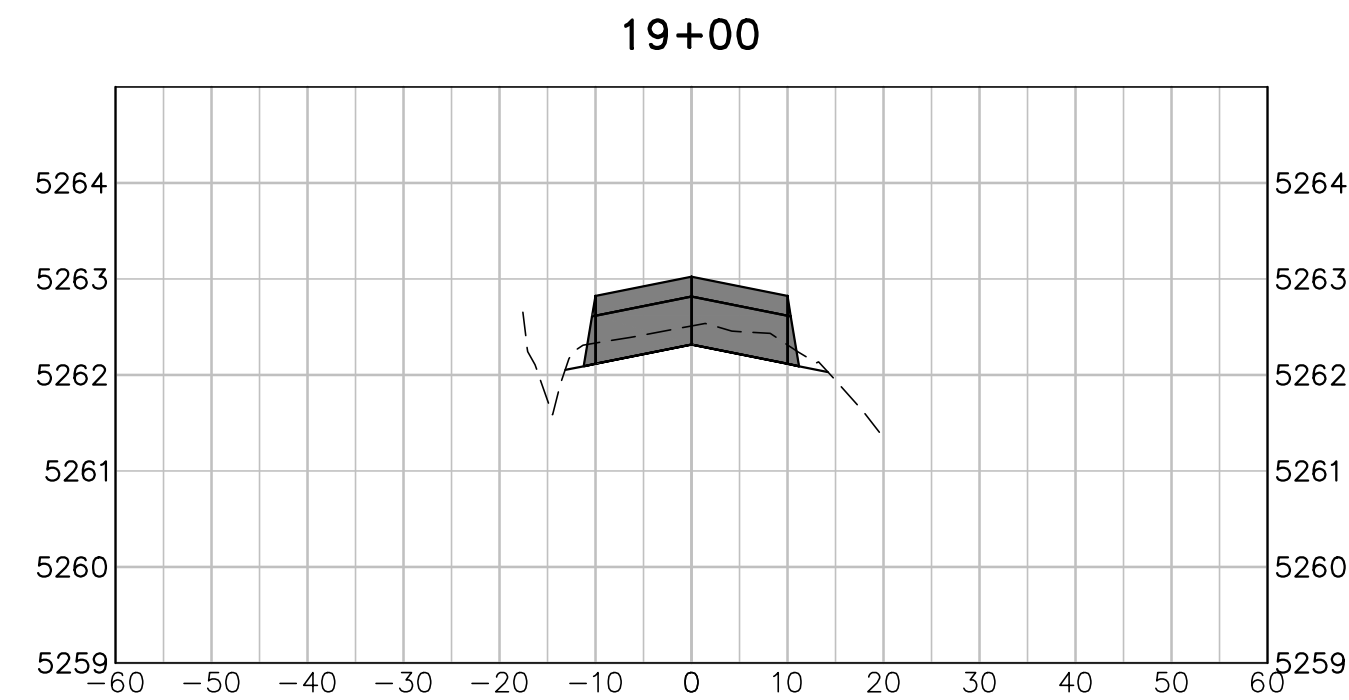
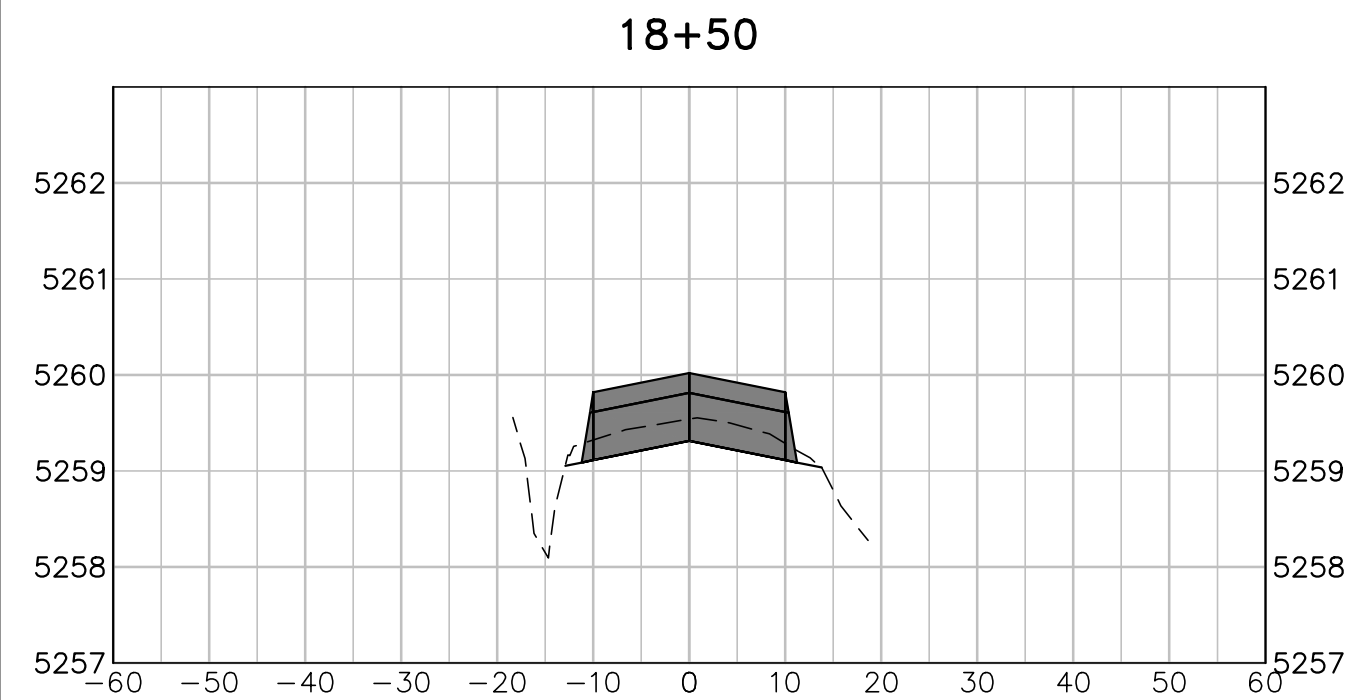
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APPENDIX D

(CROSS SECTIONS)



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REGISTERED PROFESSIONAL ENGINEER
MARK W. WOODSON
No. 48851
ARIZONA, USA
EXPIRES 12/31/2019

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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

CROSS SECTIONS
STATION 10+50 TO 20+00

HOR SCALE: 1"=20'
VERT SCALE: 1"=2'
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: SUPPLEMENTAL

DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MW

GILA COUNTY – BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

07/12/2018

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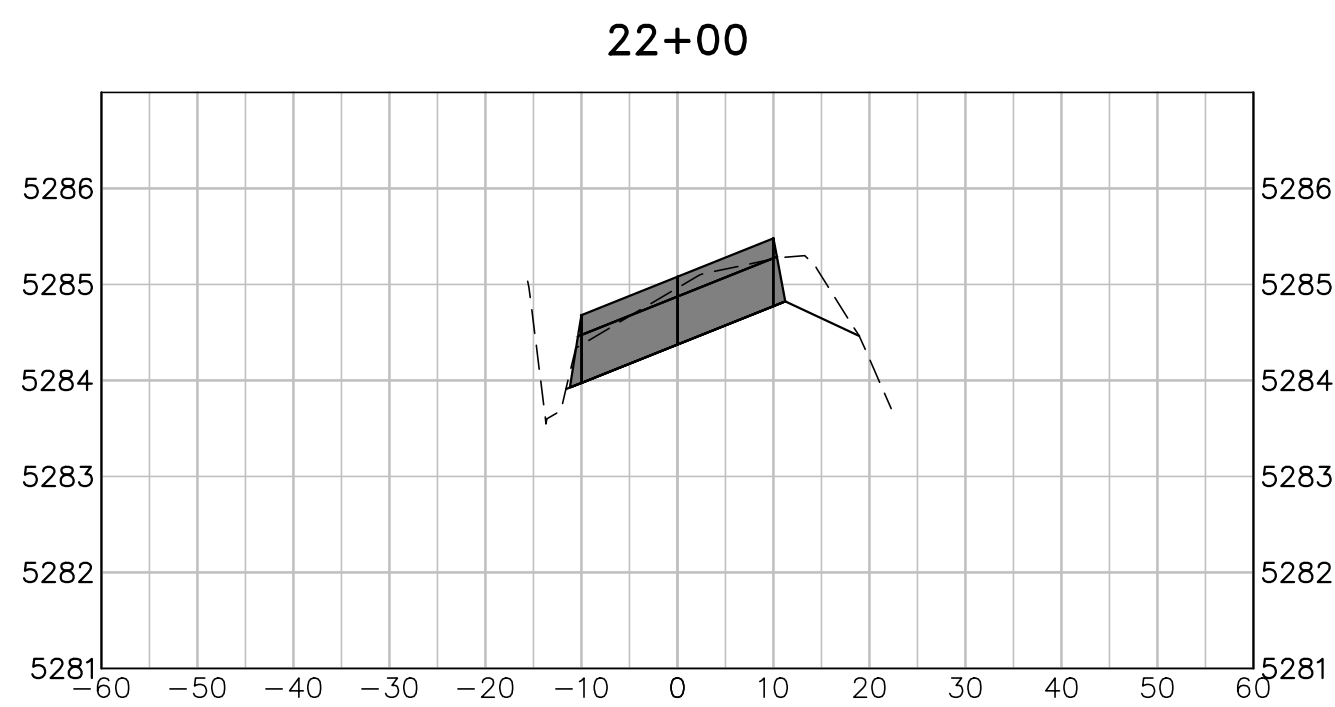
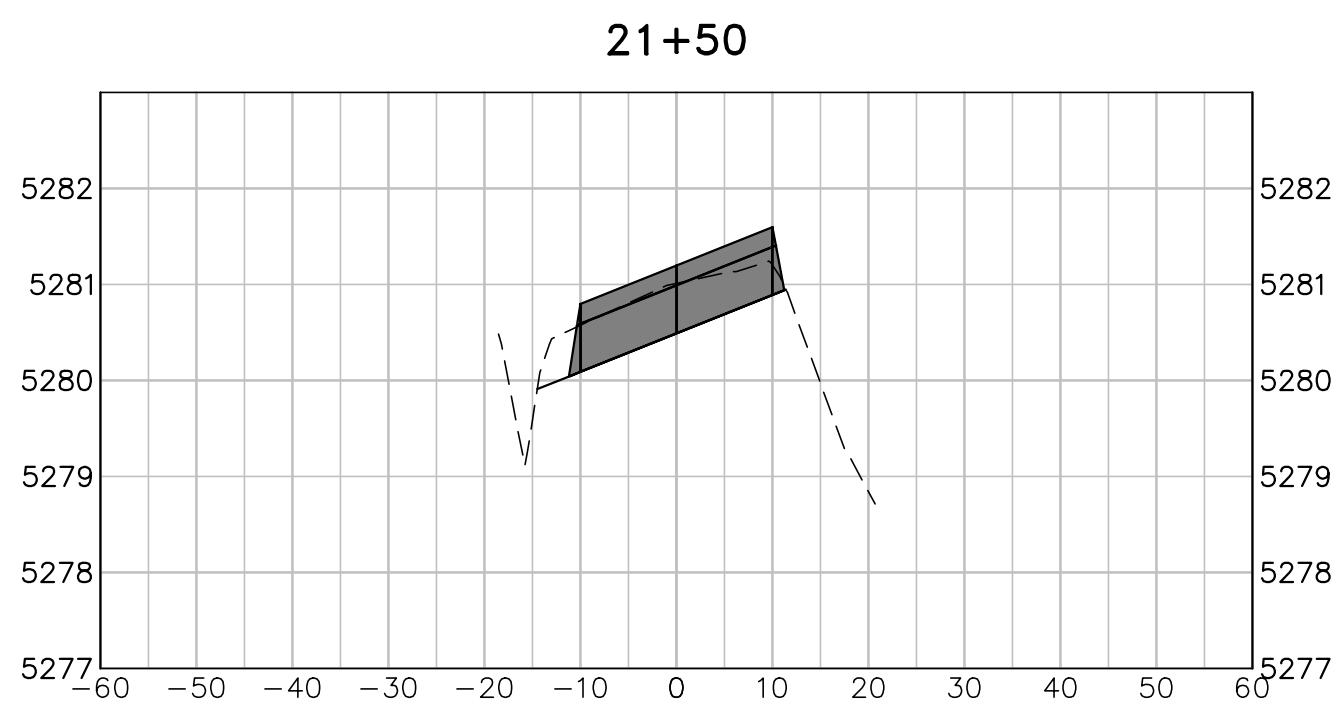
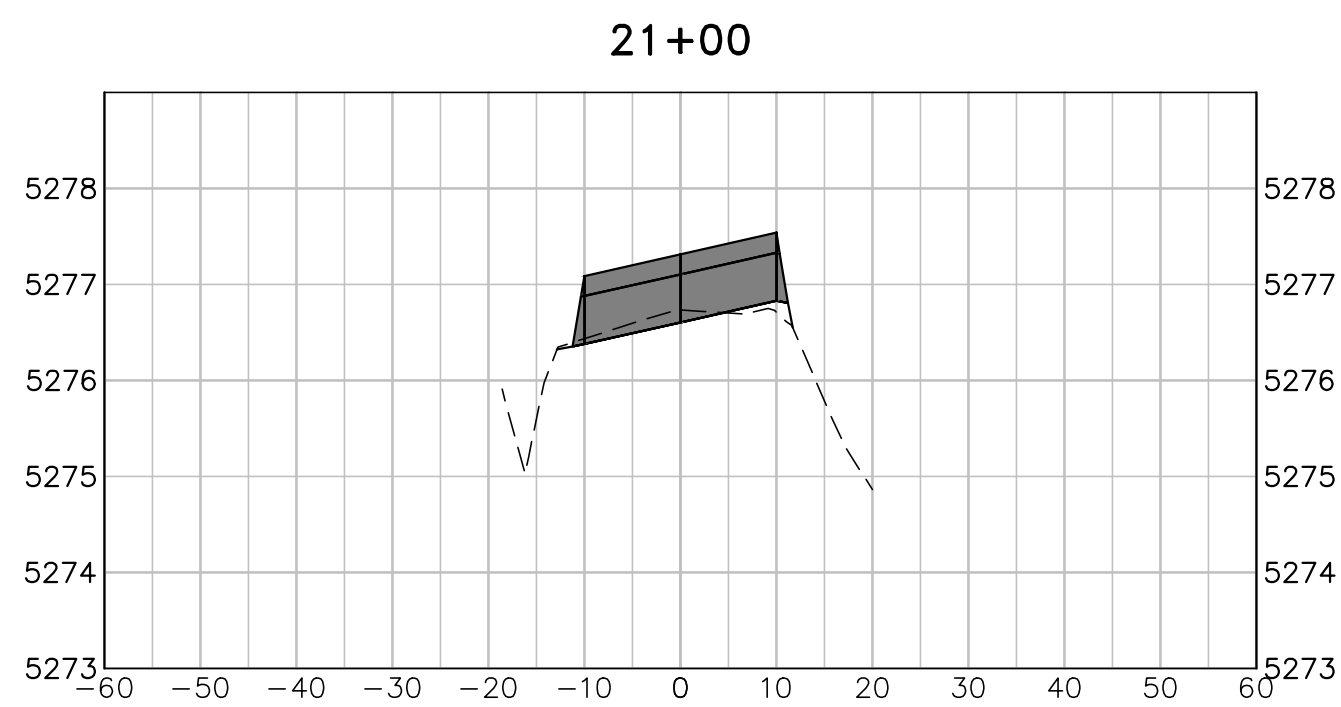
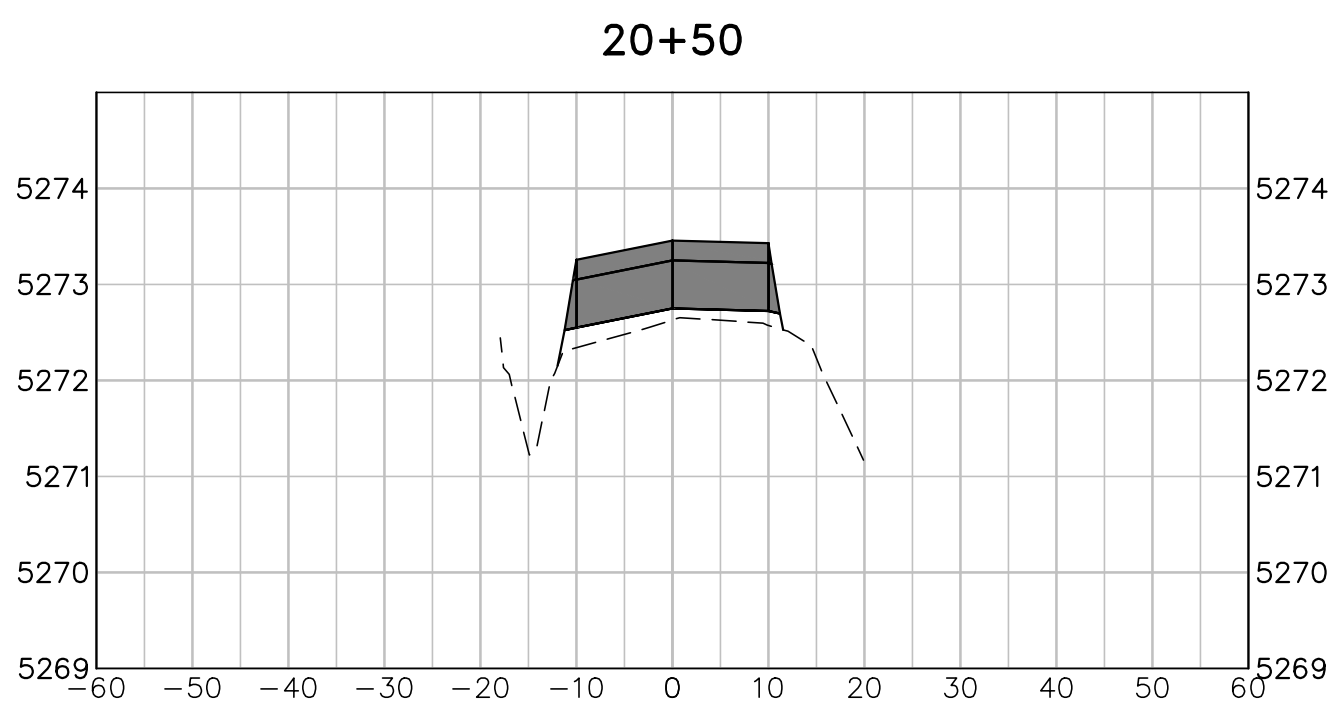
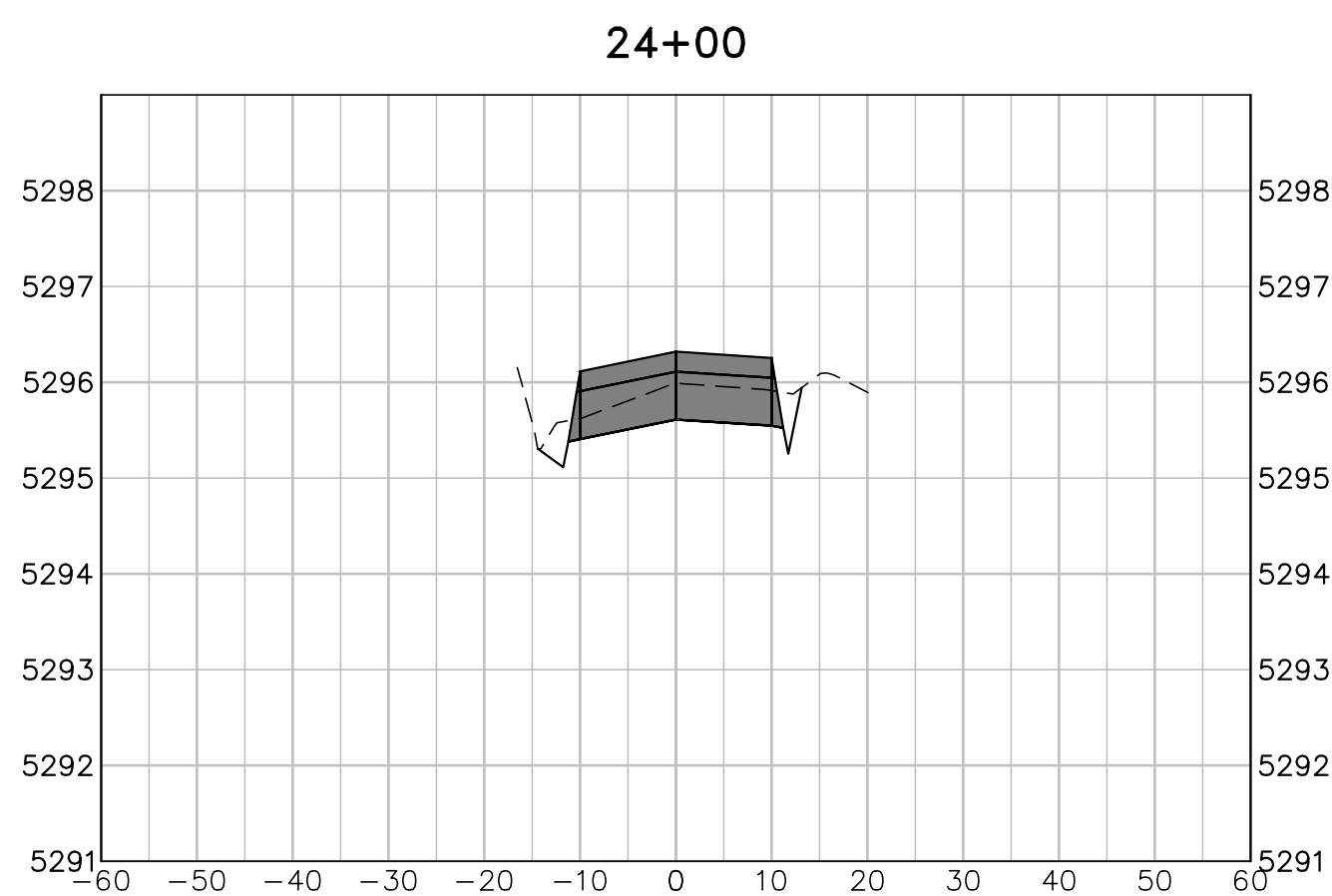
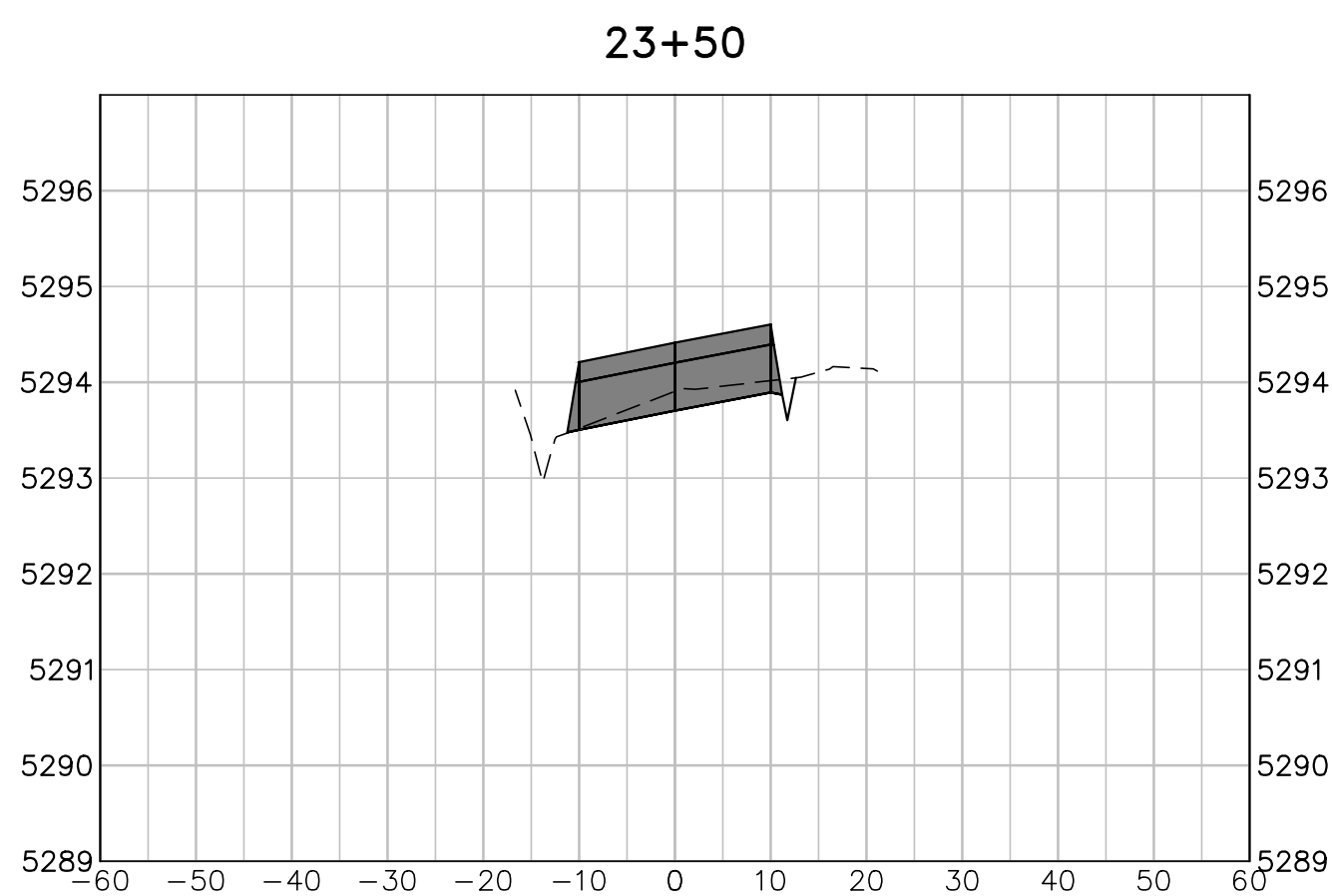
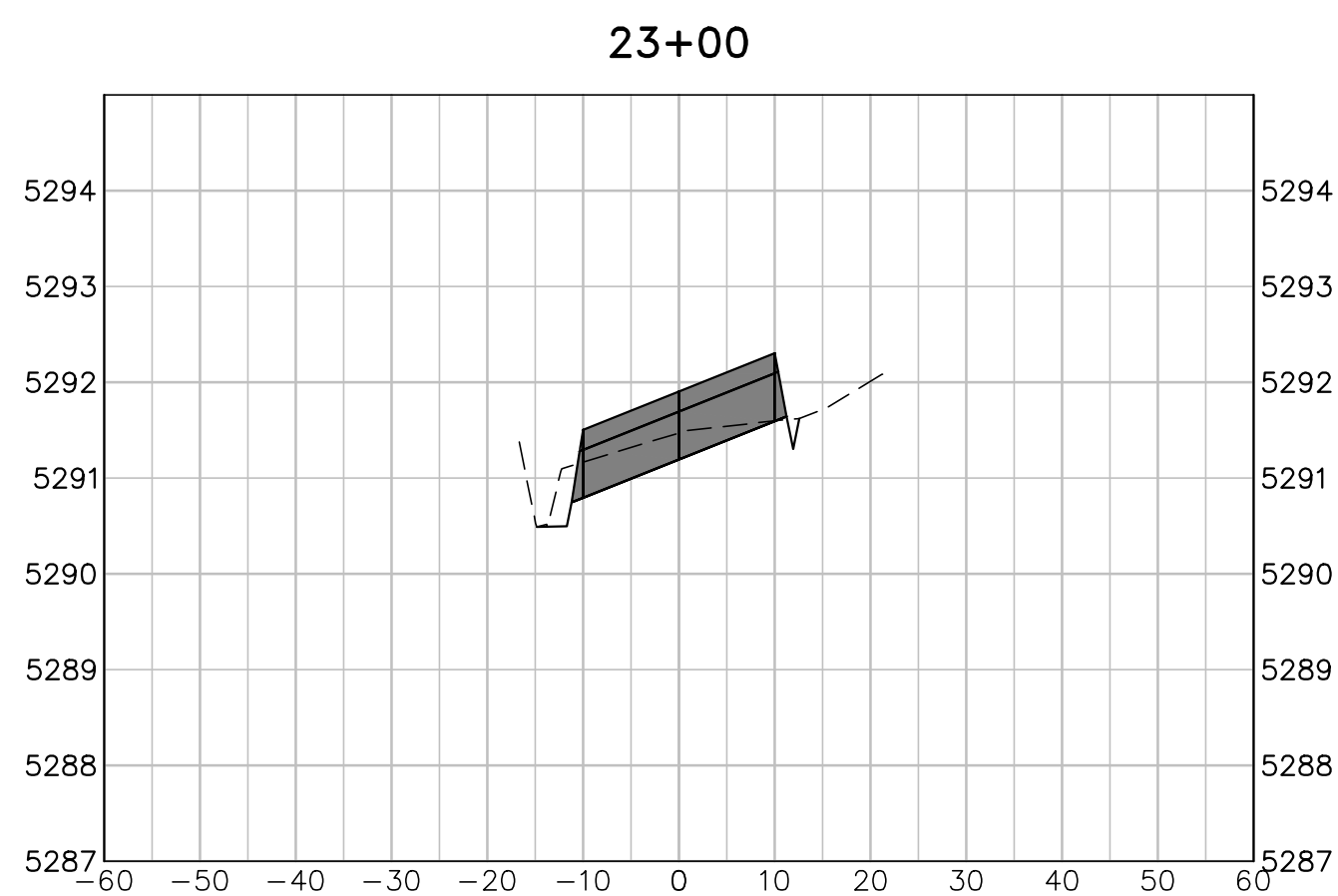
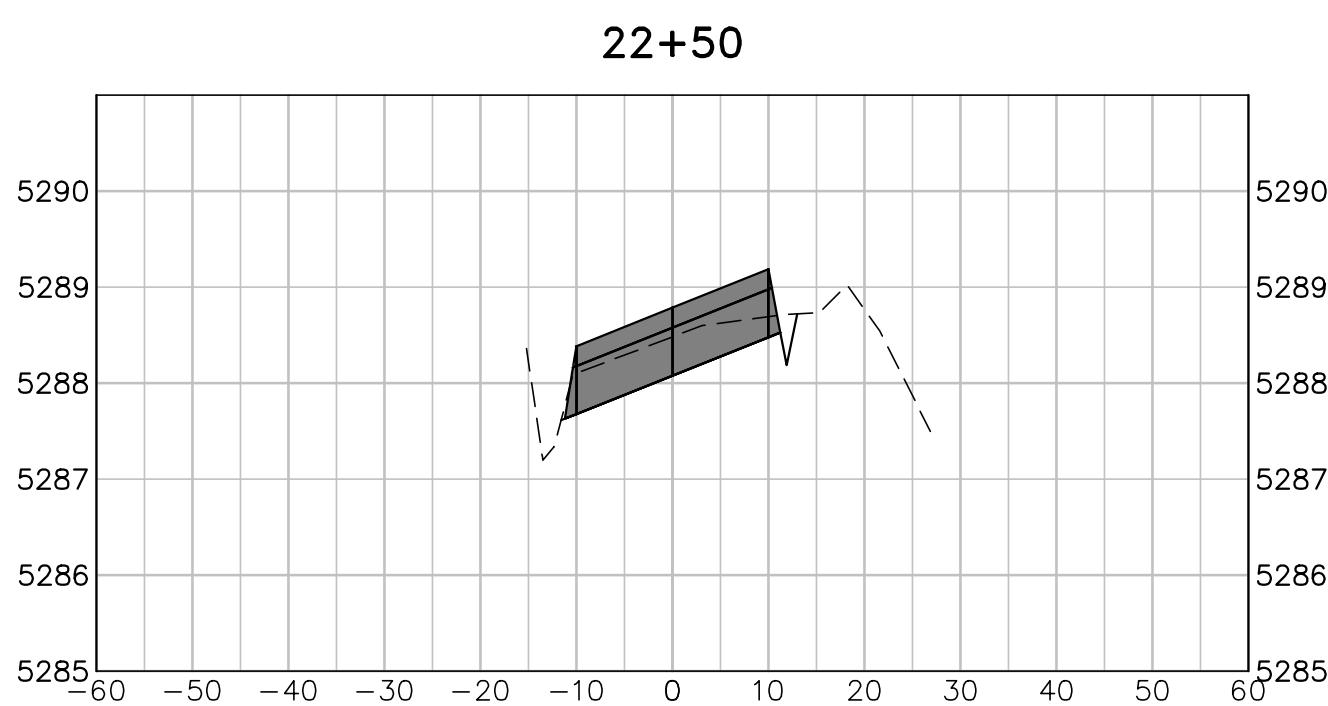
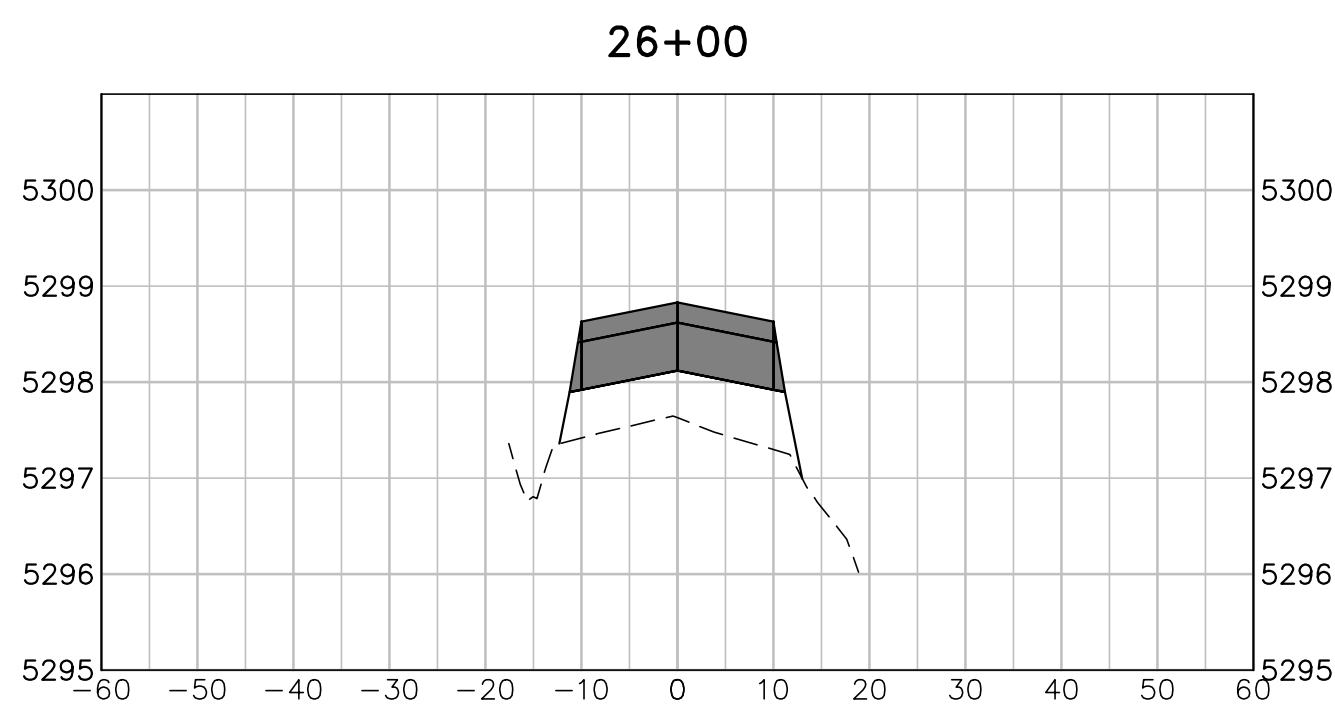
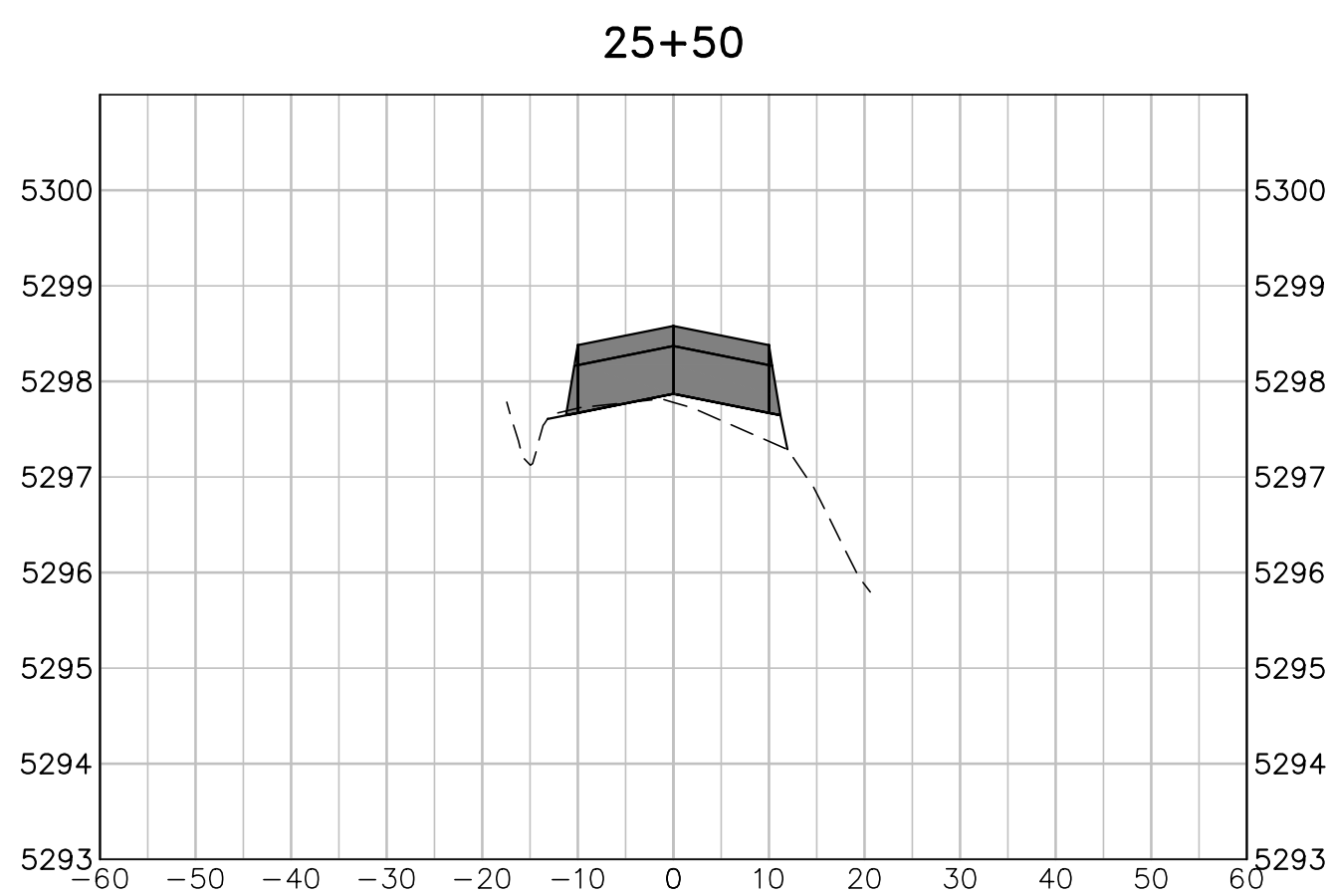
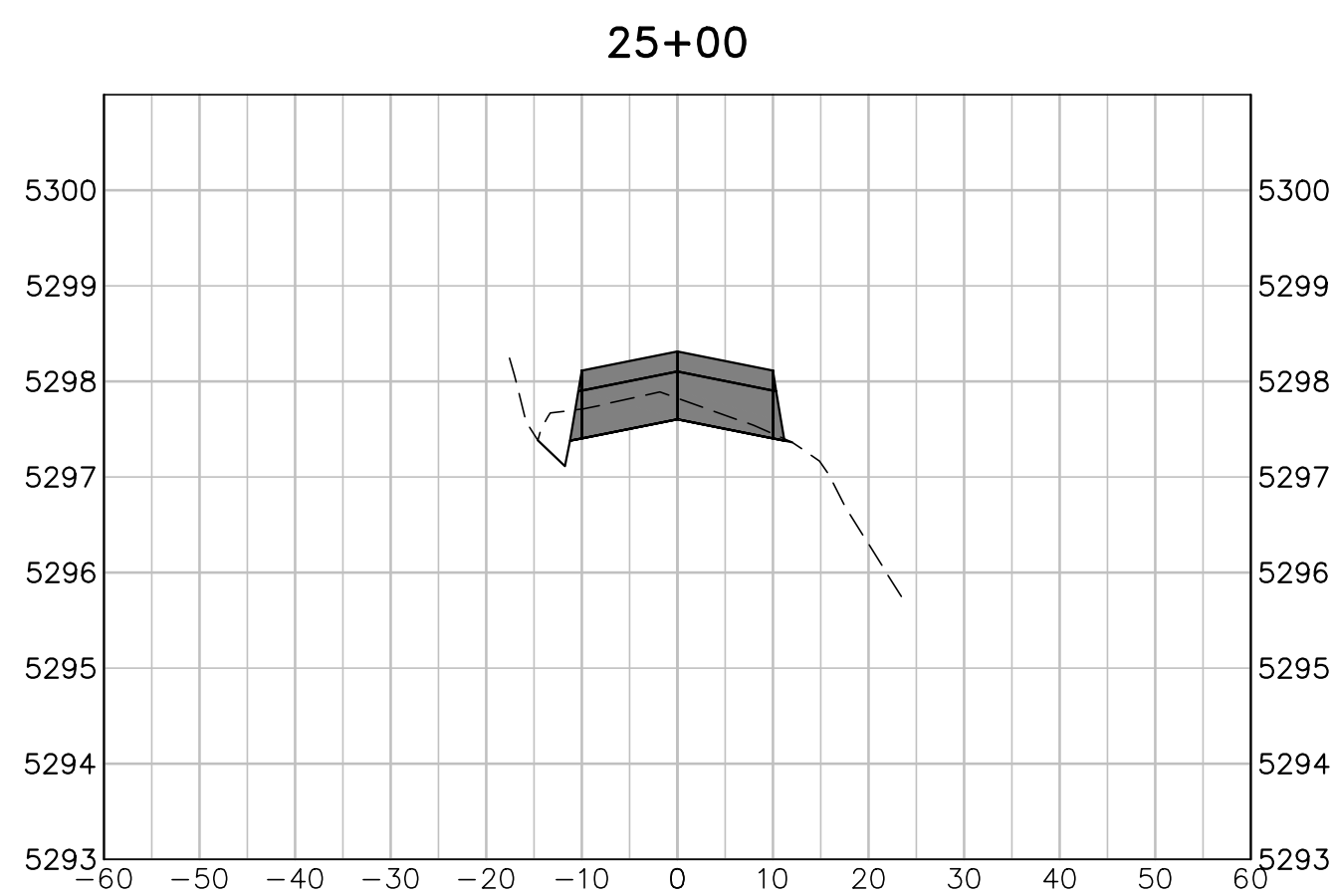
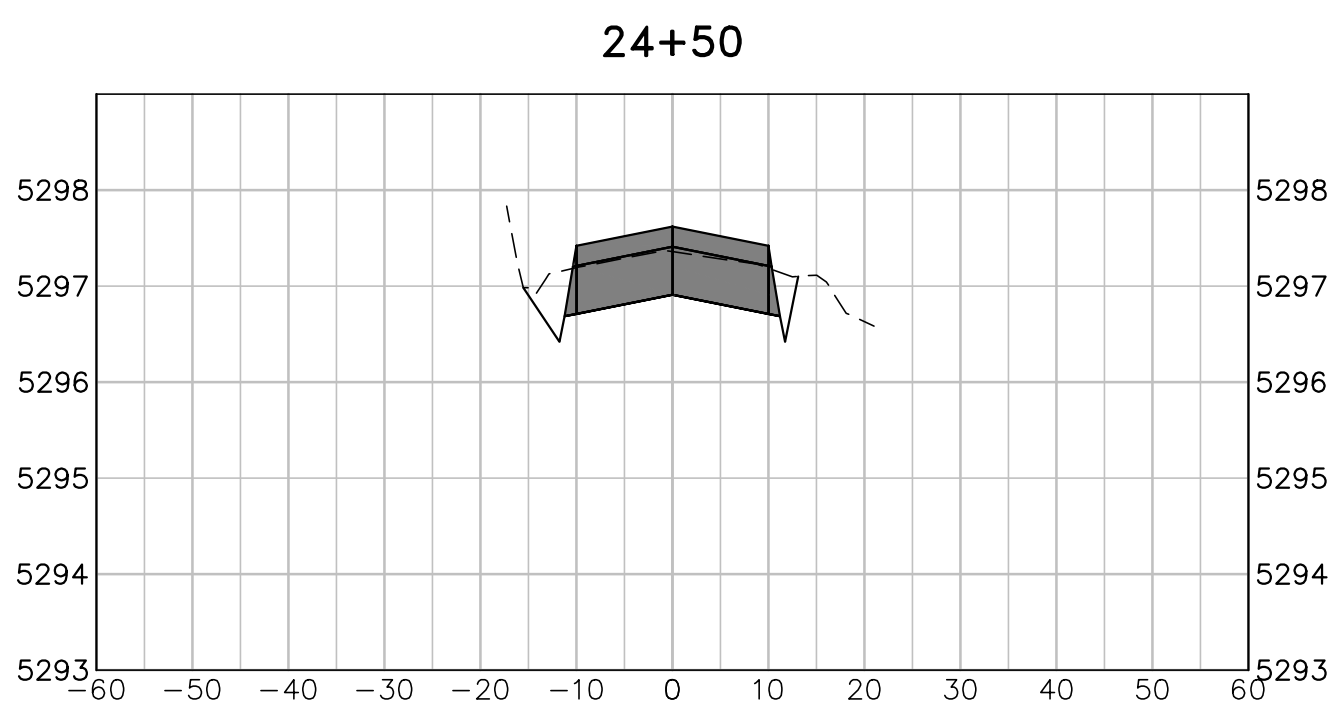
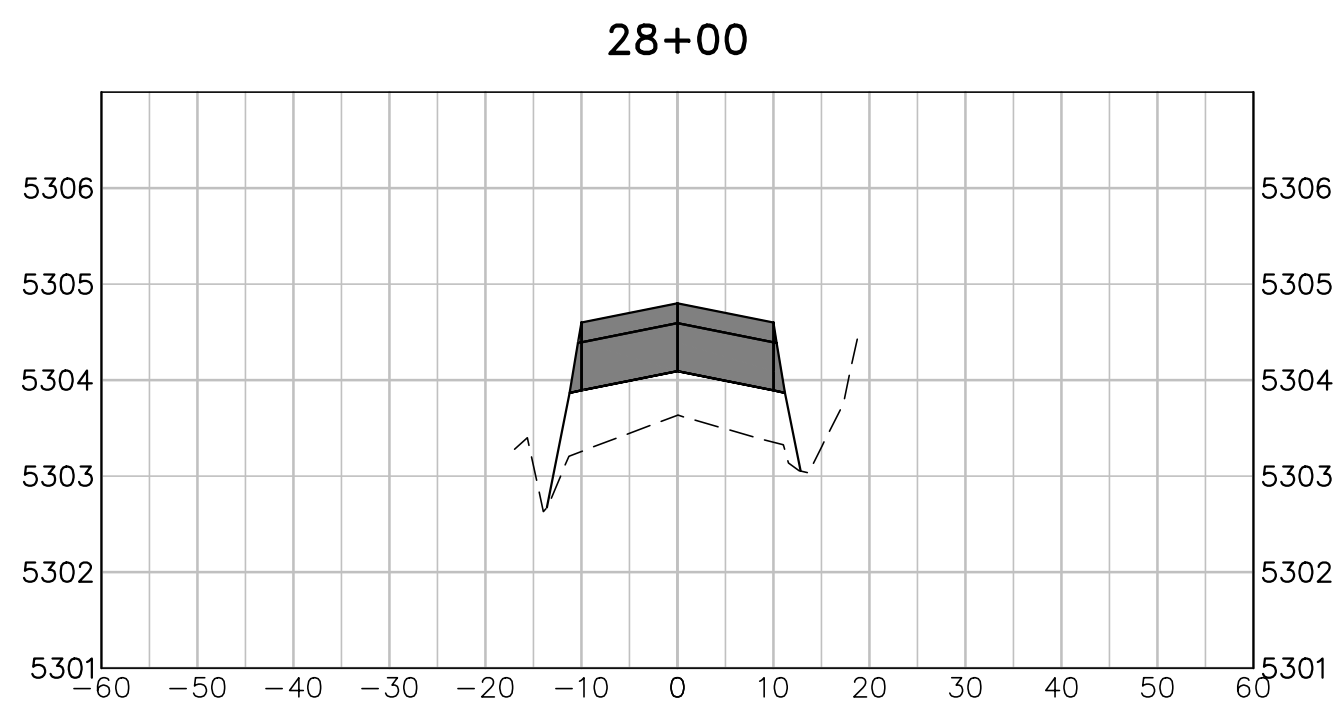
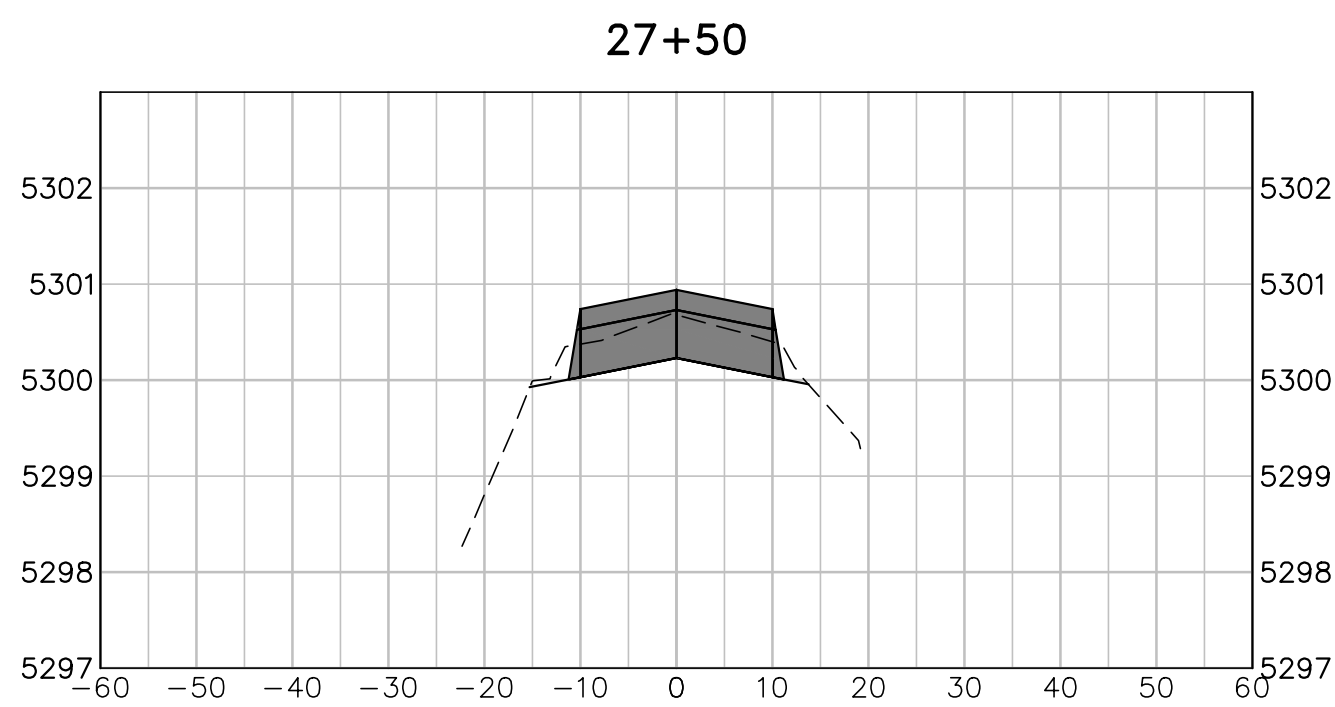
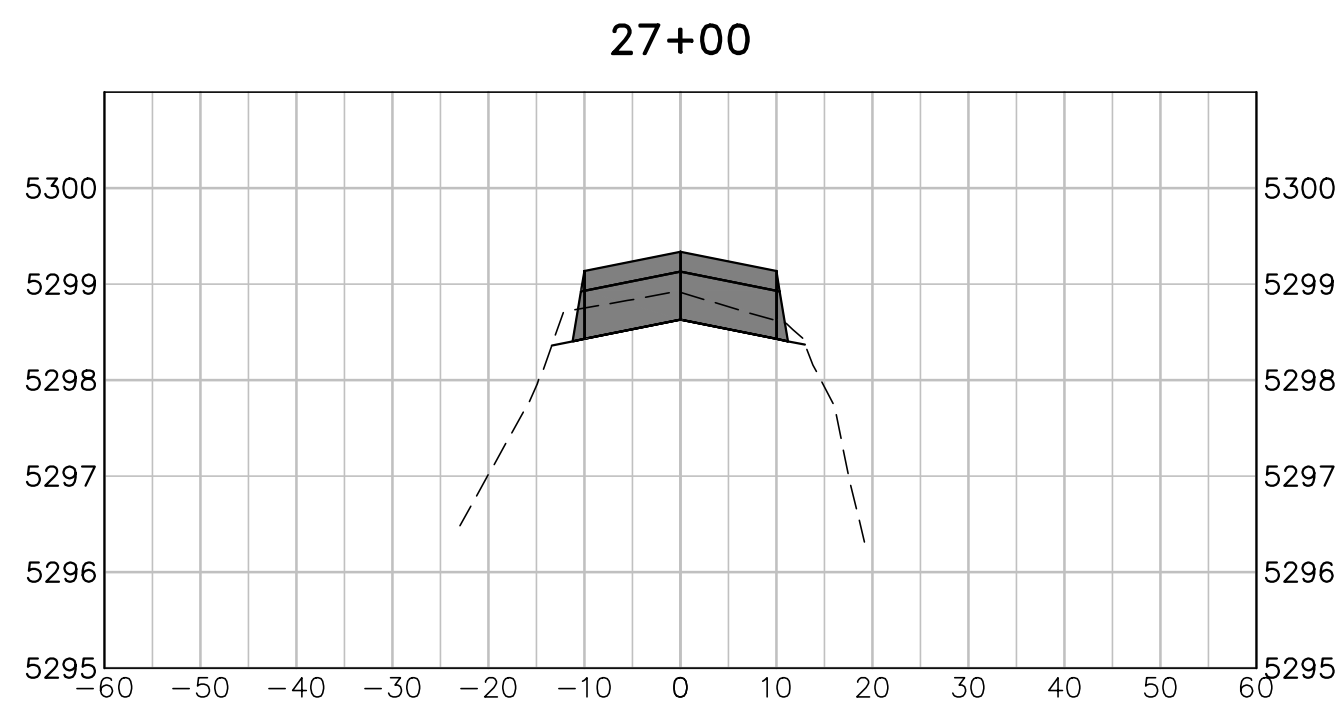
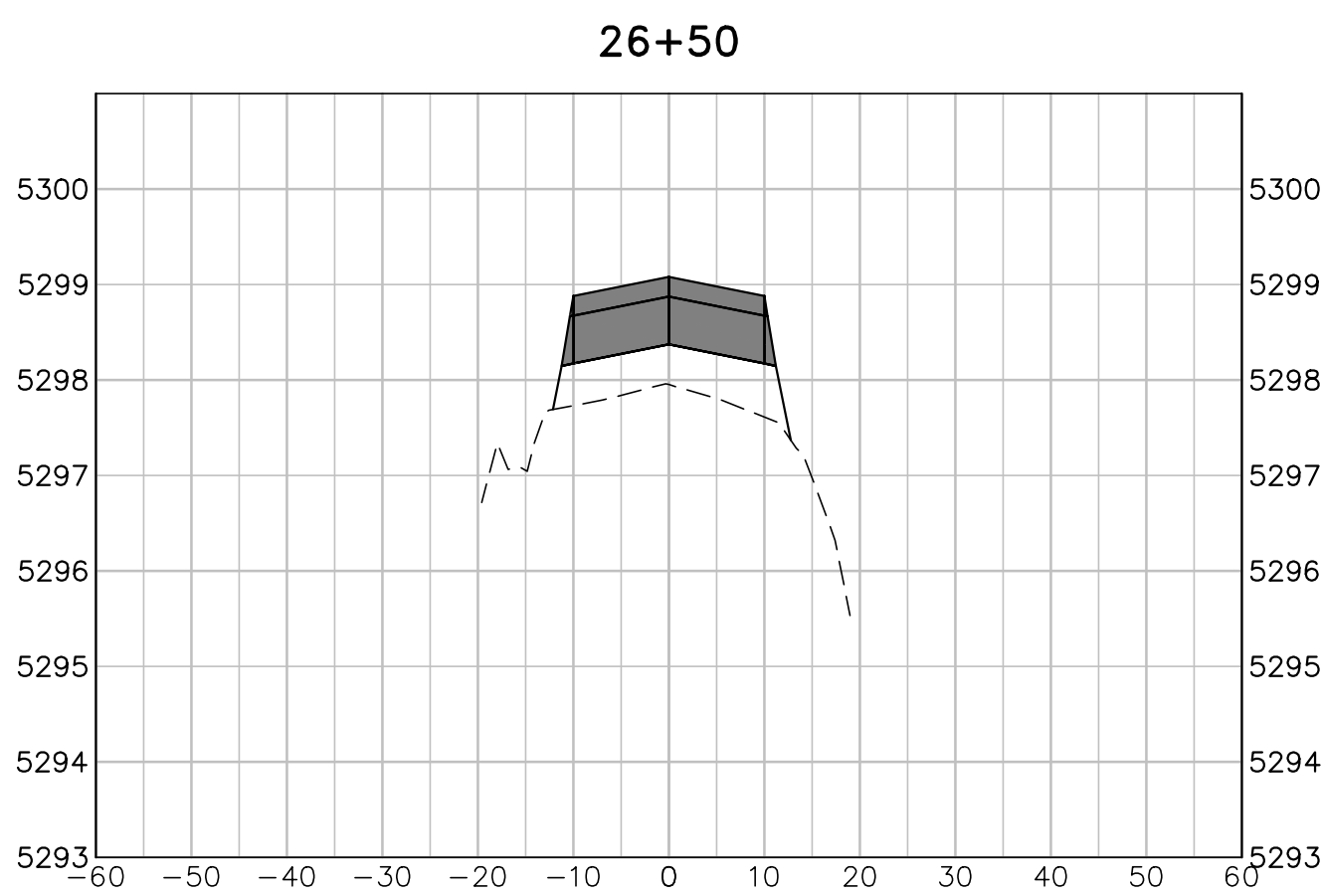
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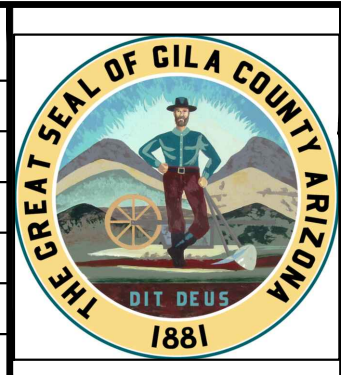
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ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

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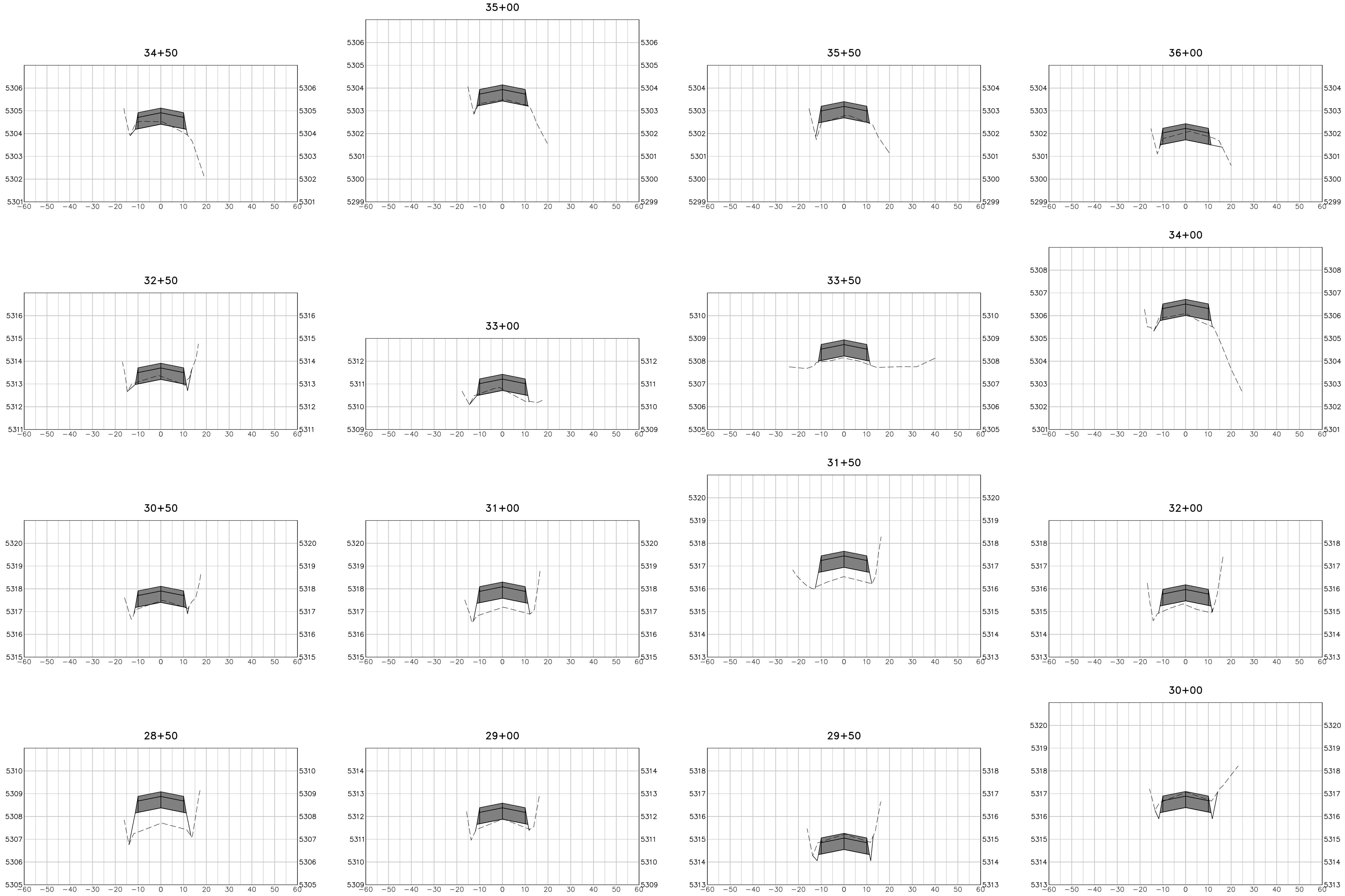
MARK W. WOODSON
Professional Engineer
No. 14885
Arizona, USA
EXPIRES 12/31/2019

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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

CROSS SECTIONS
STATION 20+50 TO 28+00

HOR SCALE: 1"=20'
VERT SCALE: 1"=2'
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: SUPPLEMENTAL



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1881
MARK W. WOODSON
Professional Engineer No. 148051
Exp. 12/31/2019
ARIZONA, USA

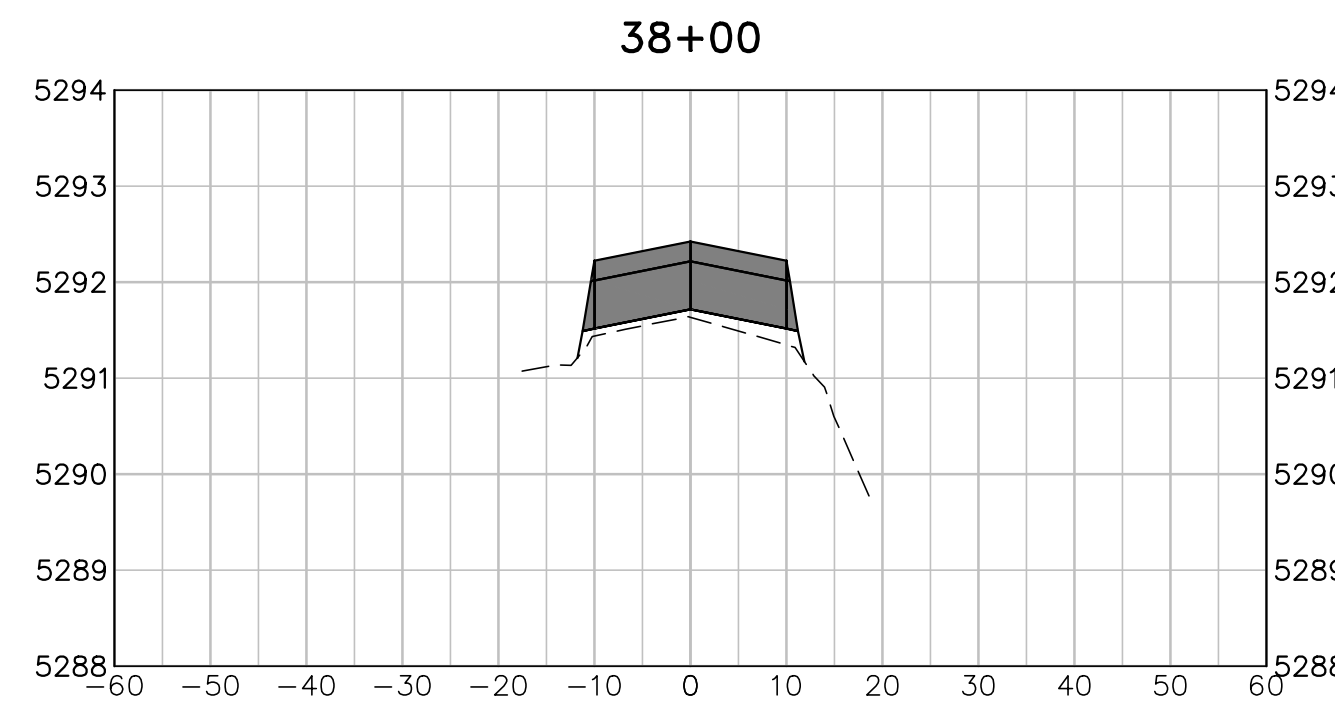
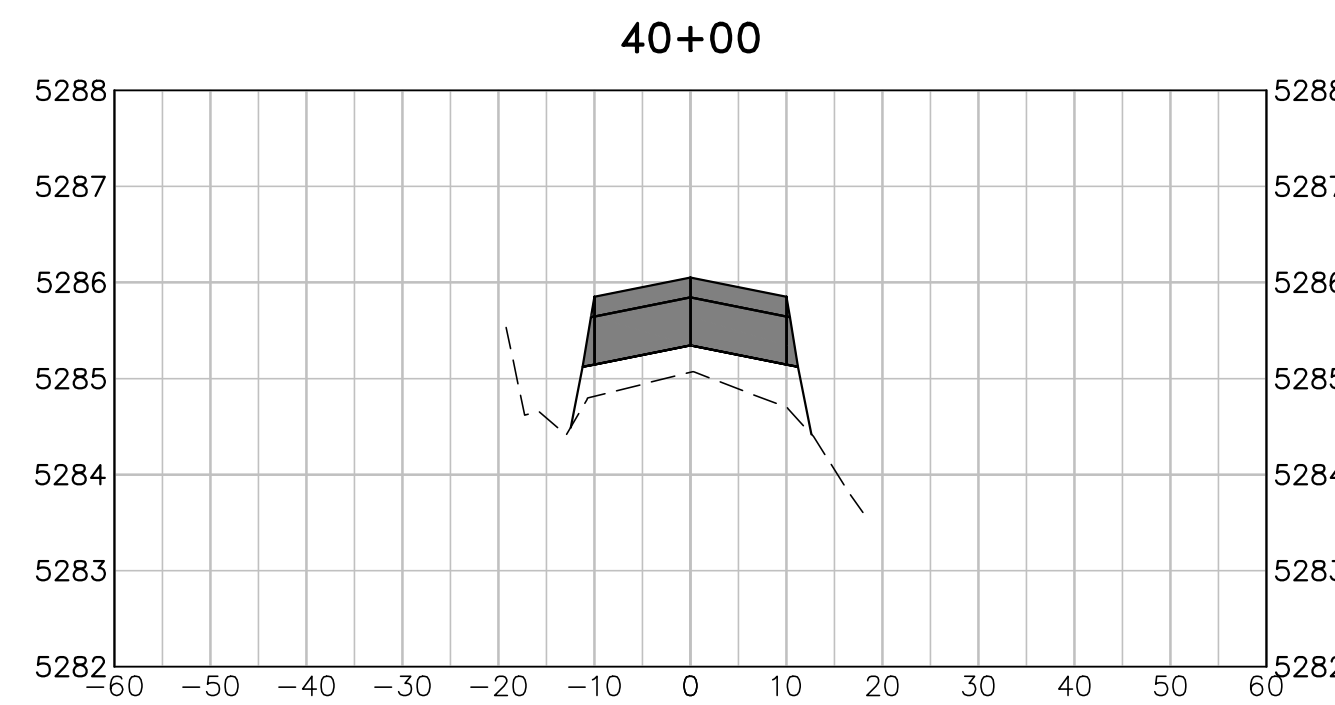
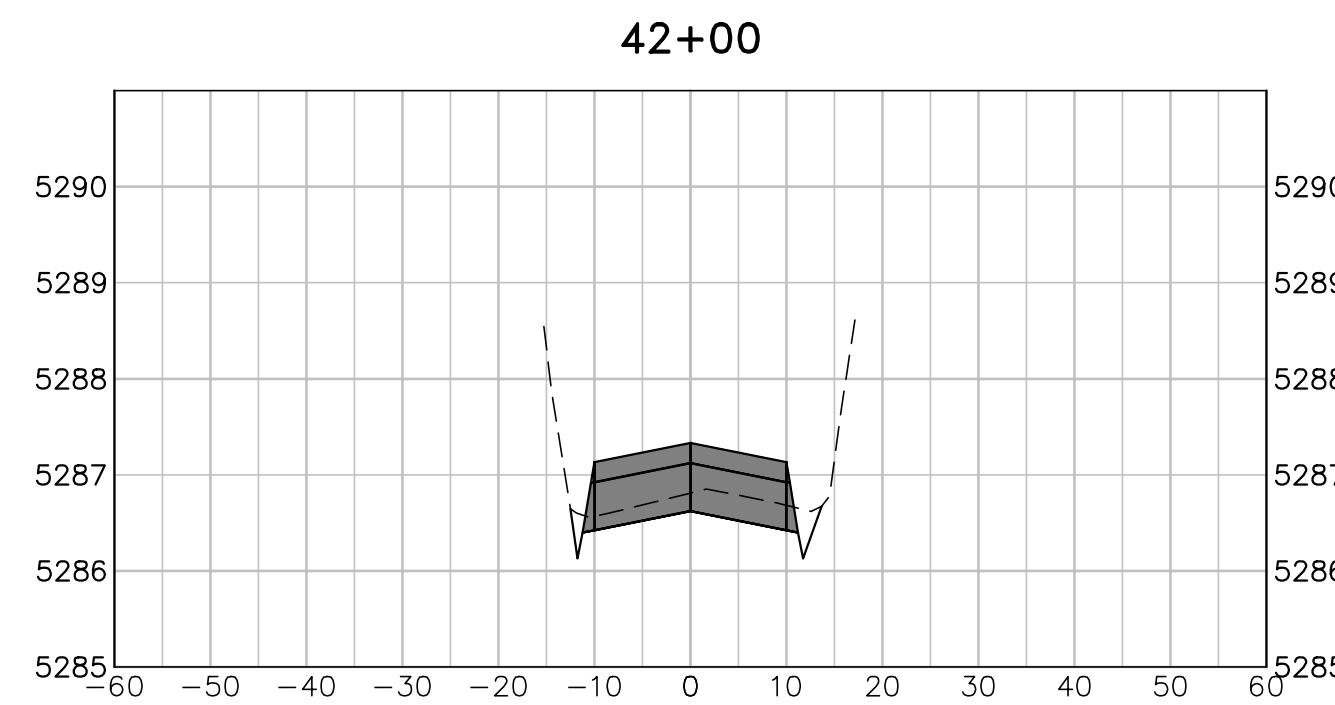
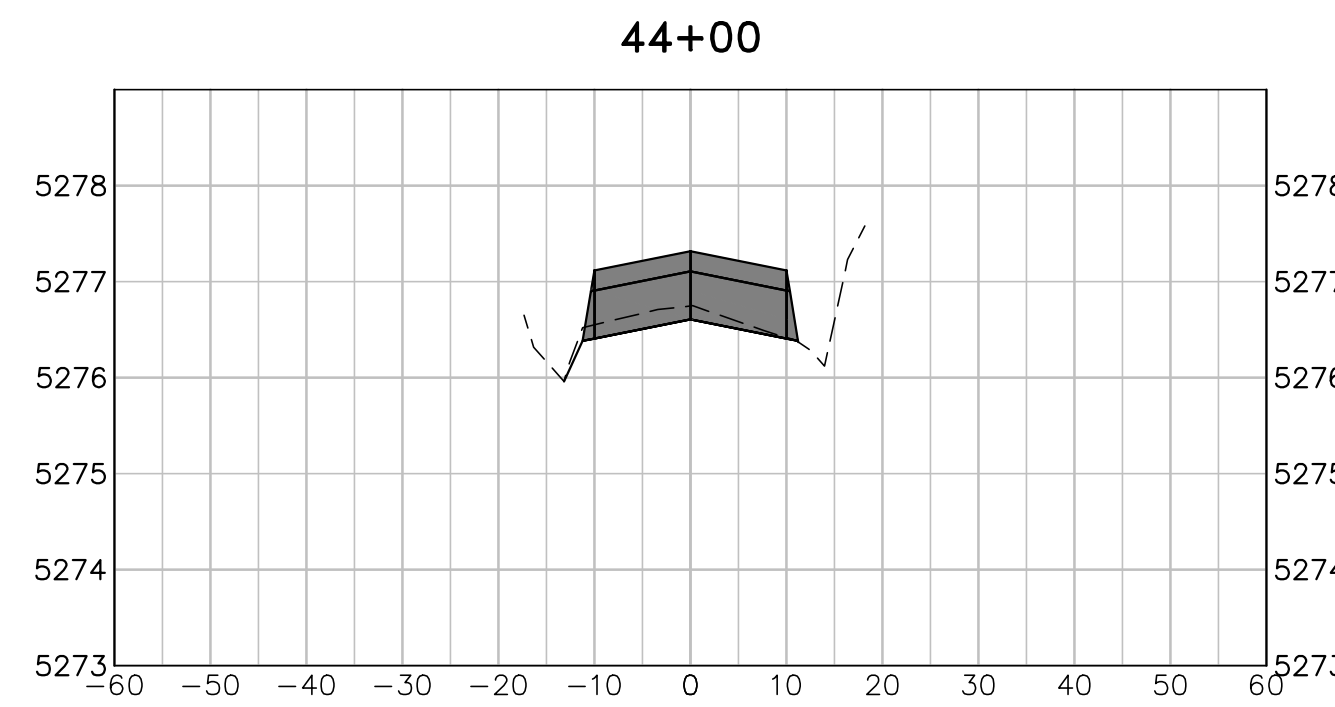
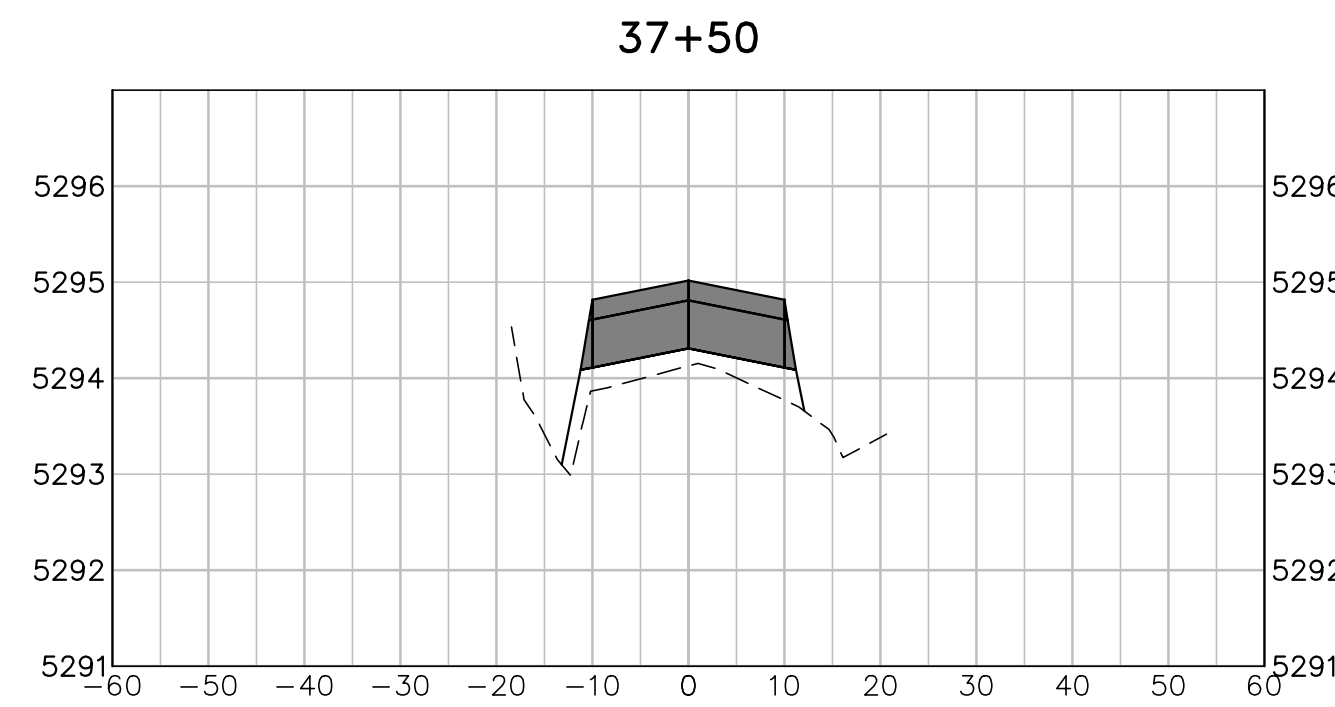
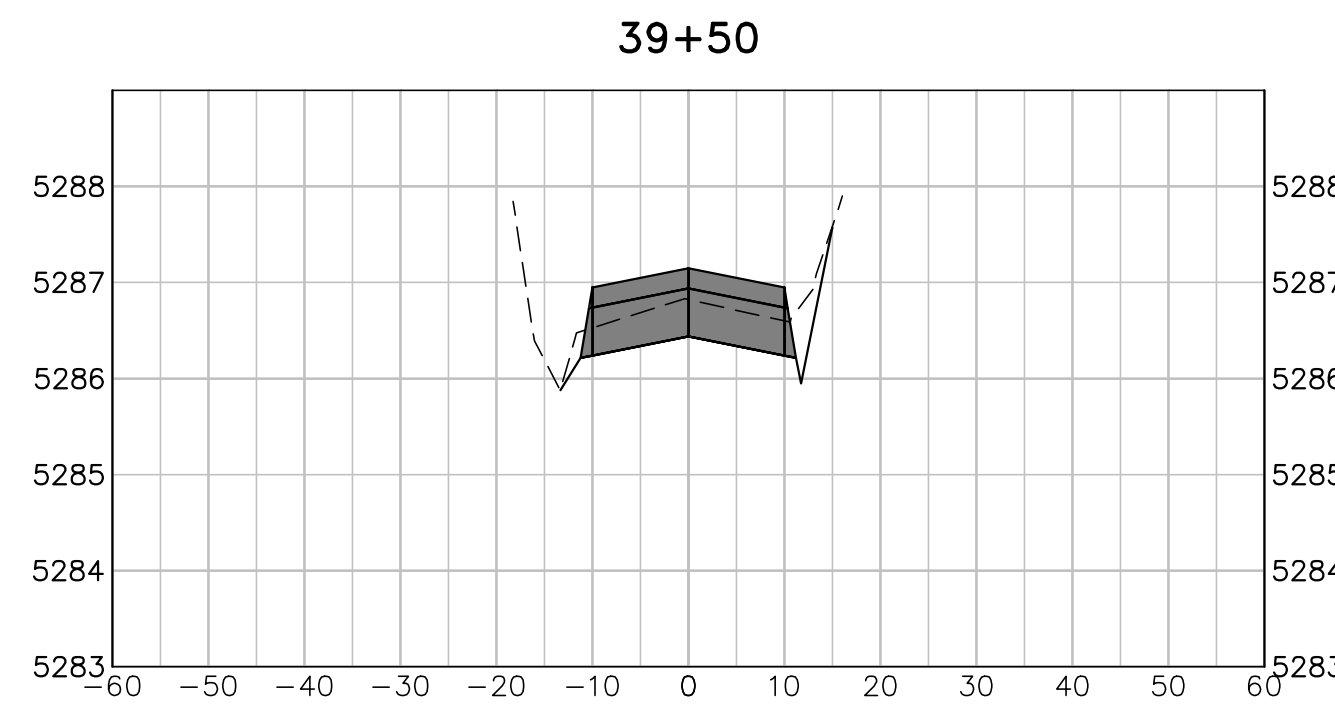
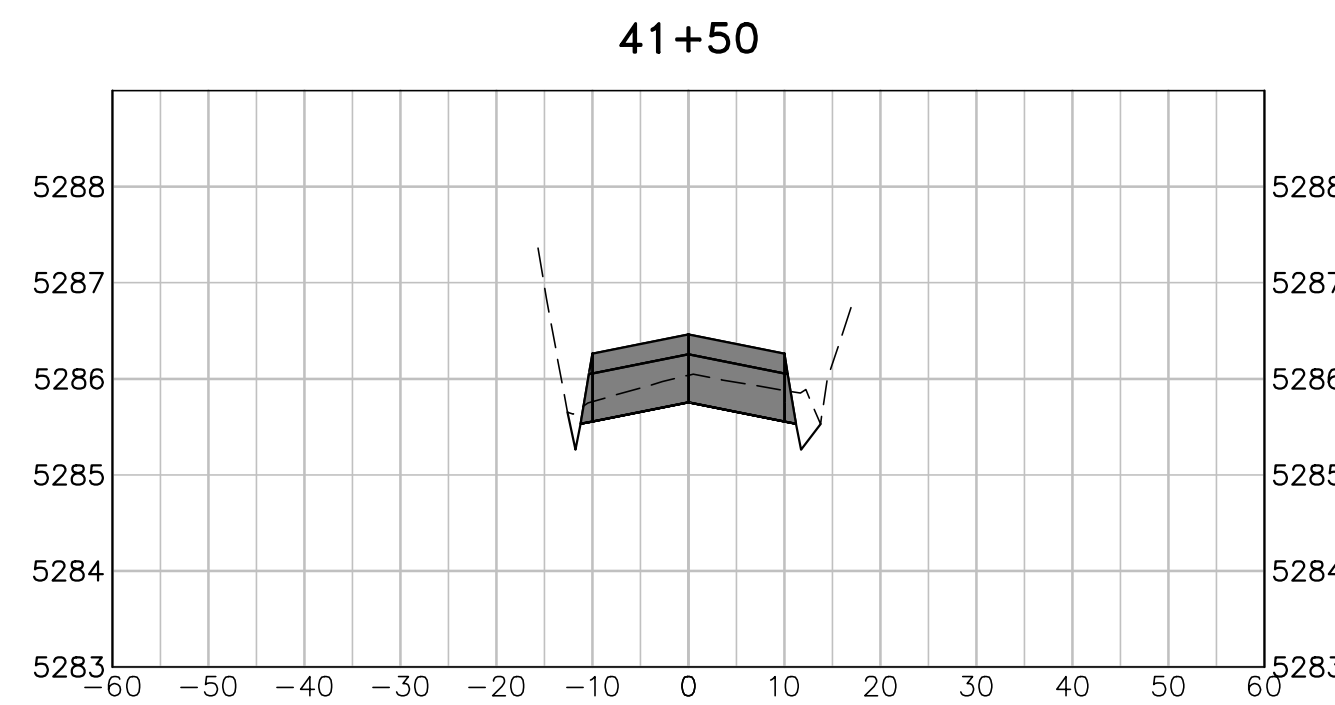
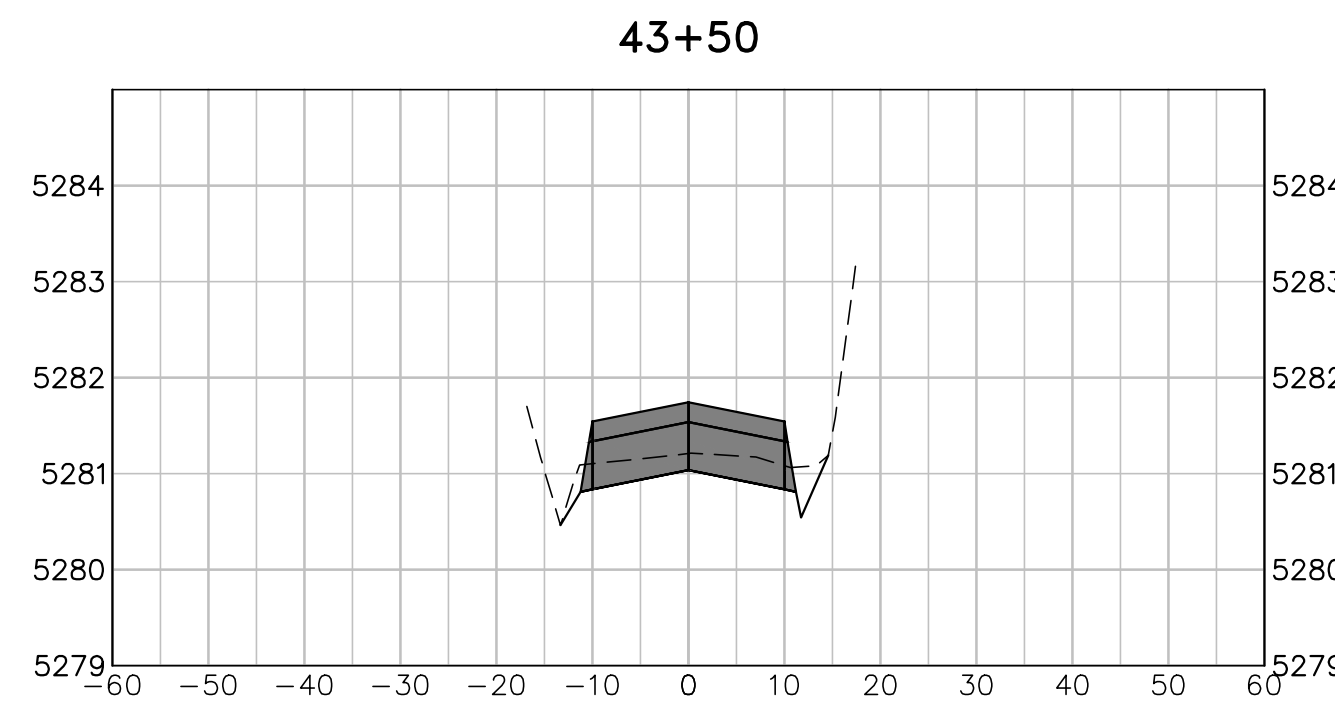
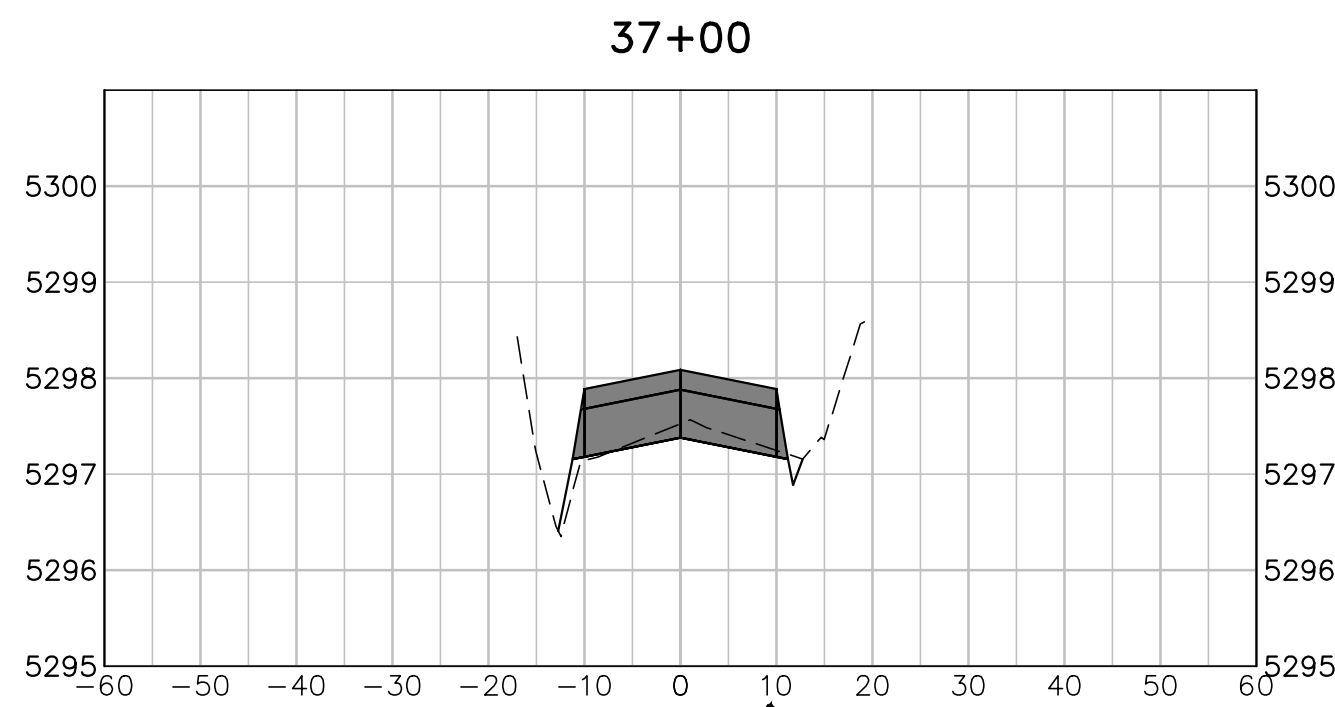
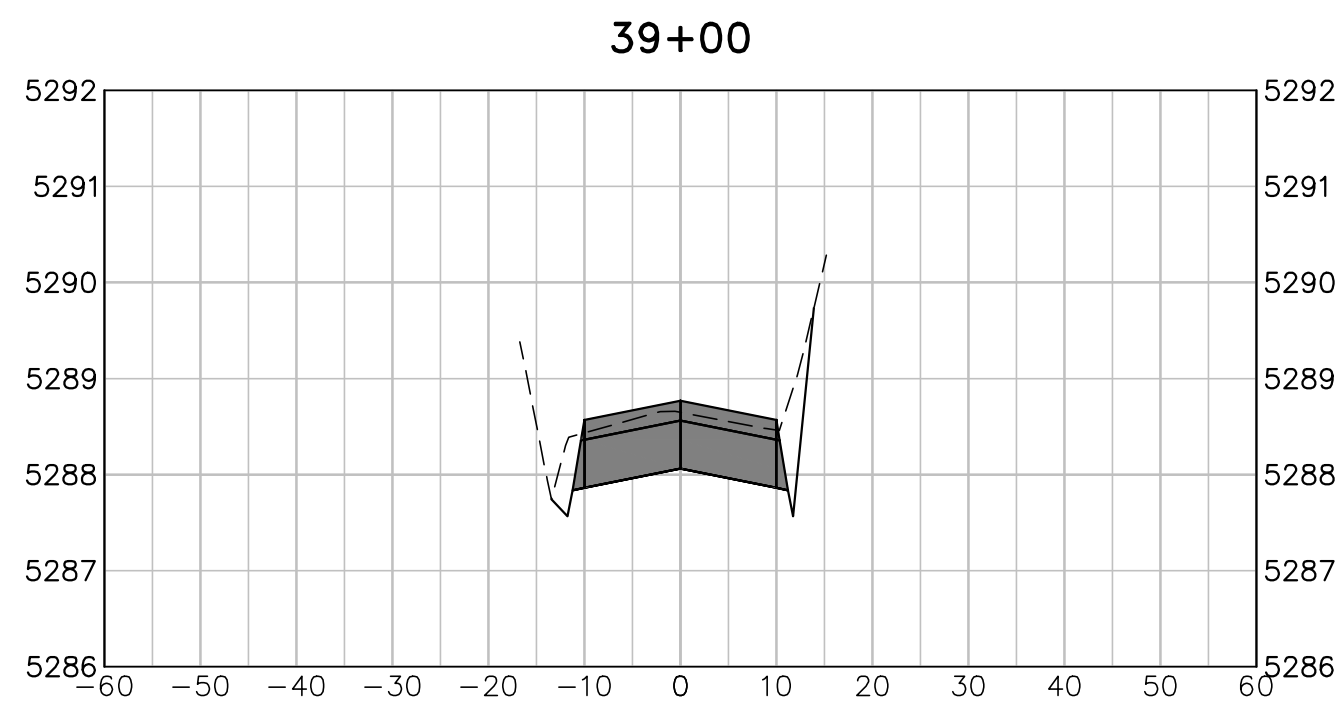
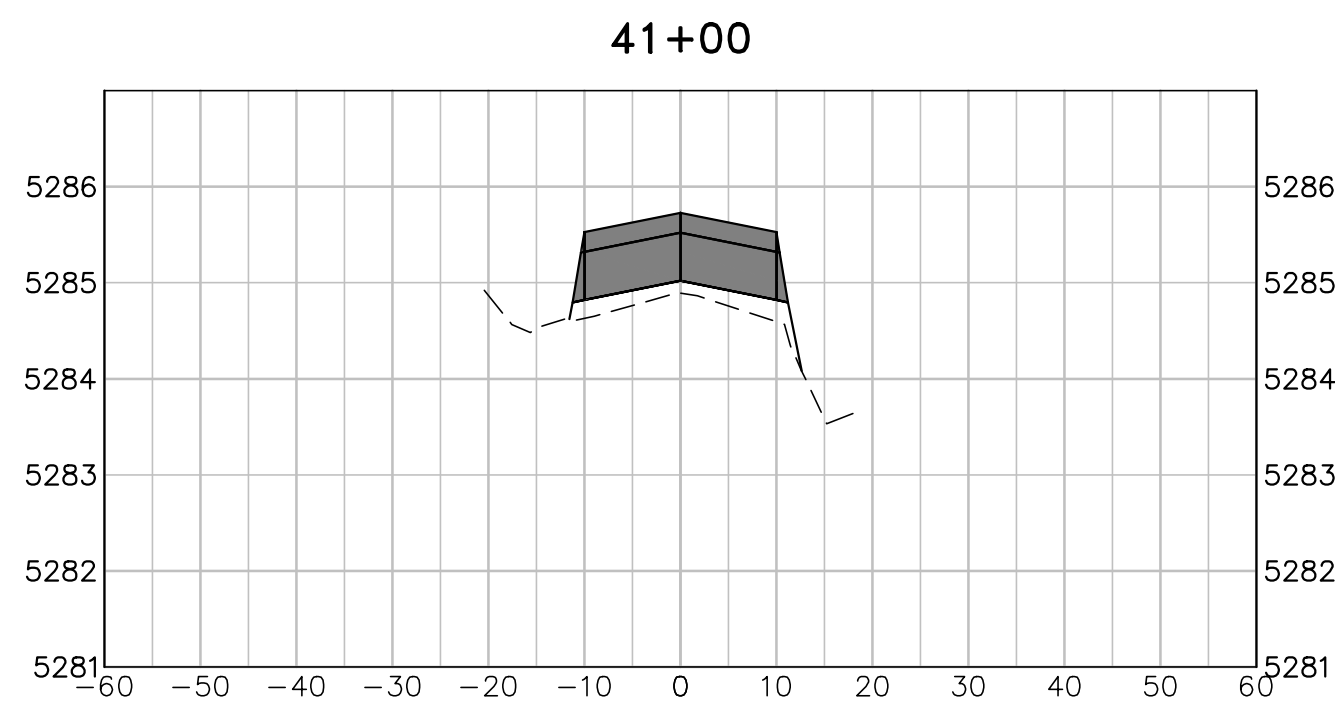
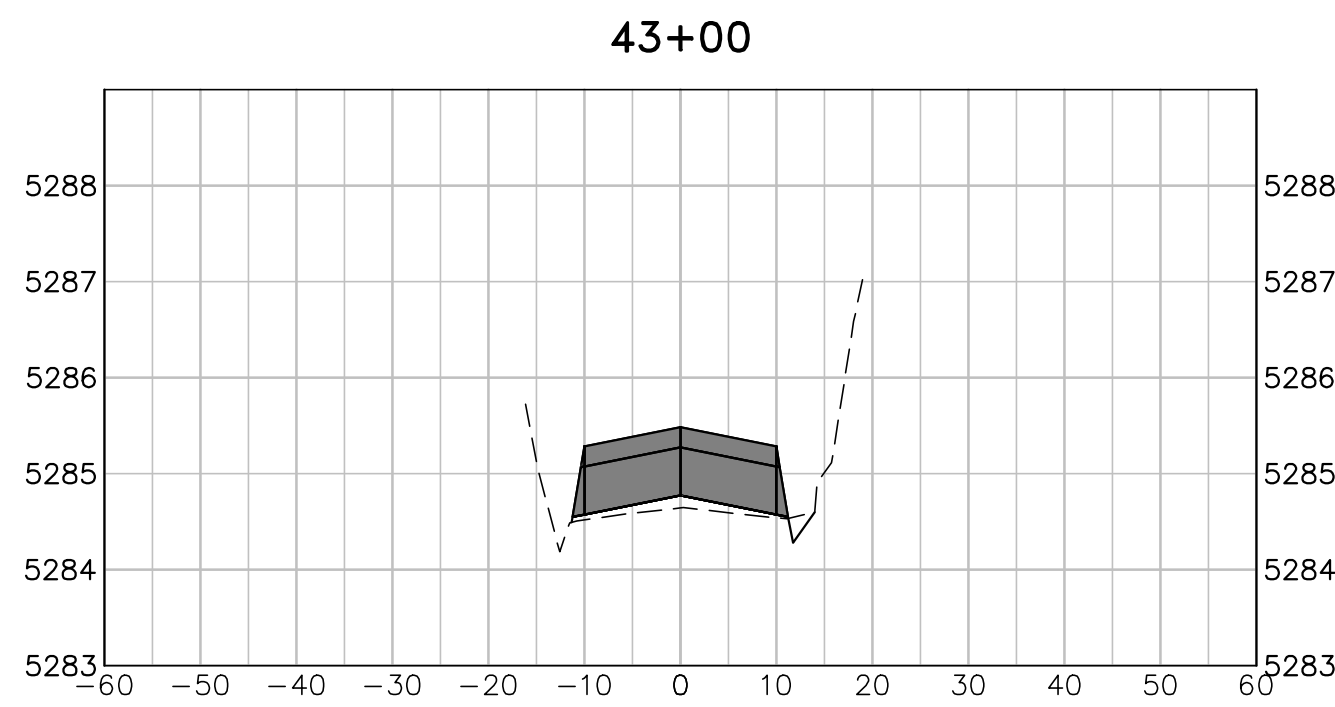
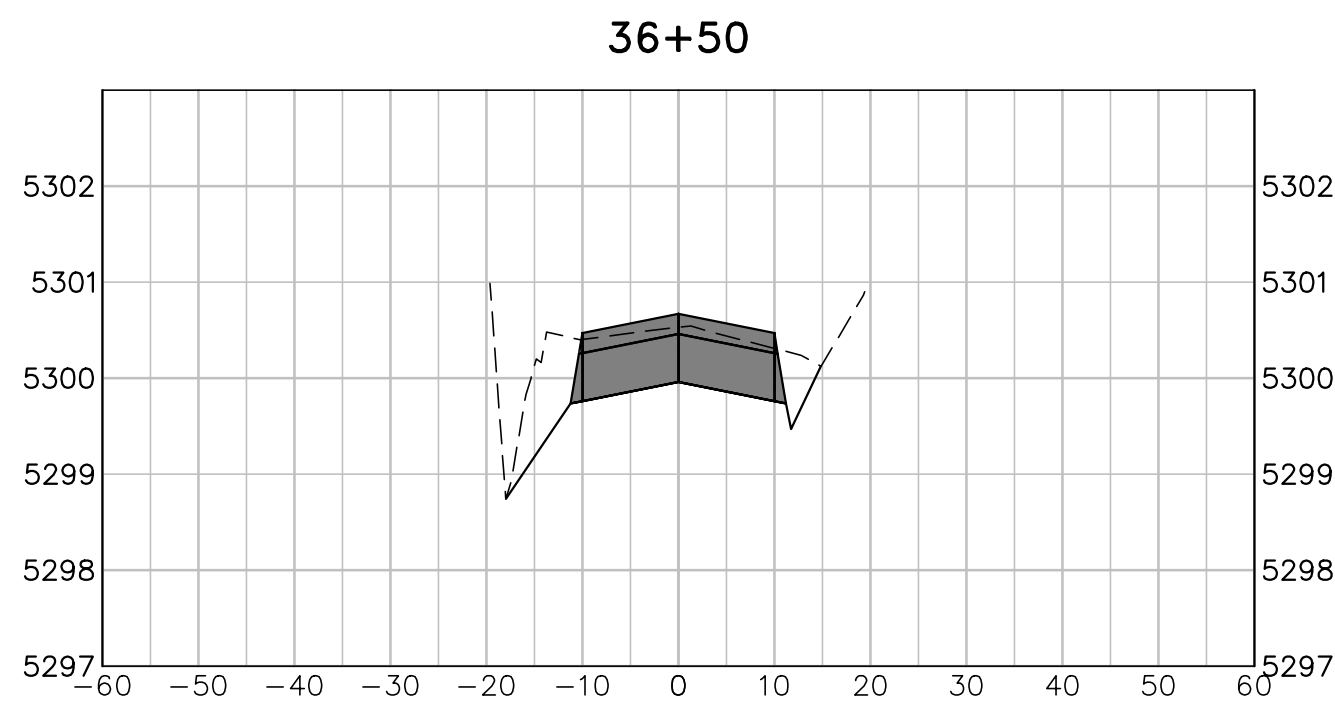
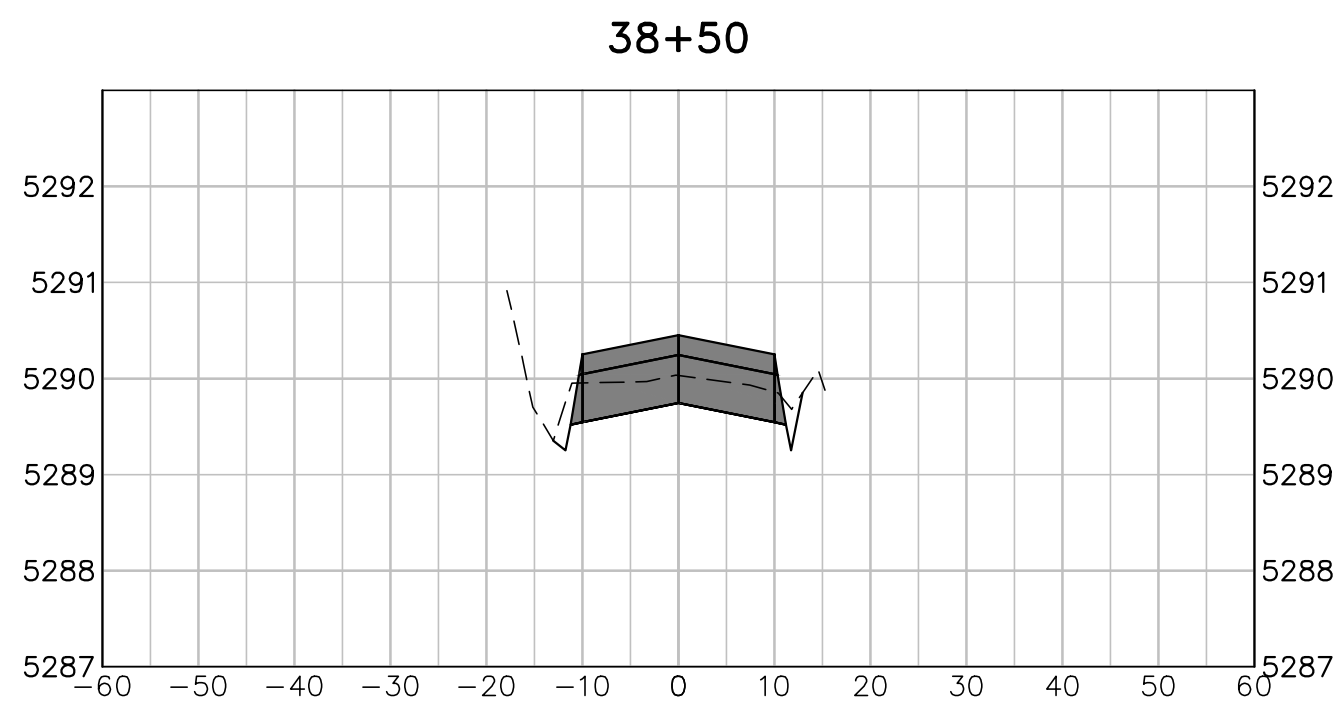
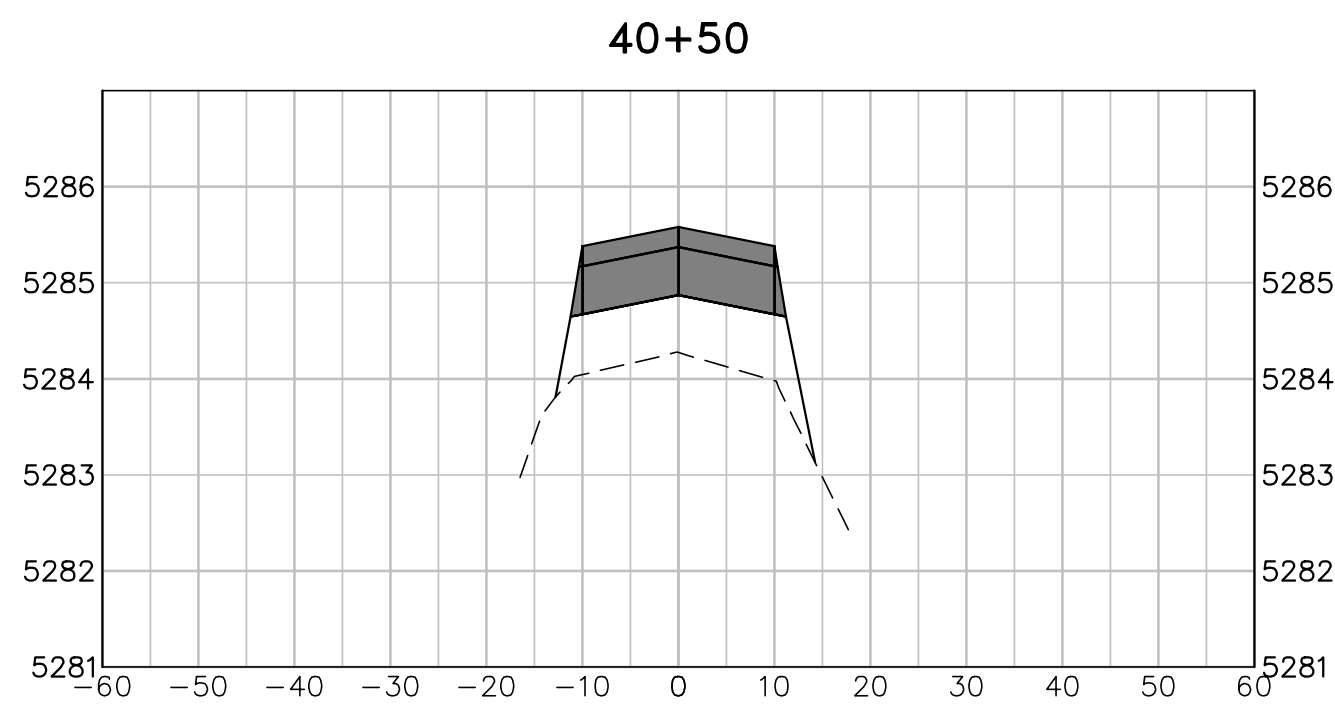
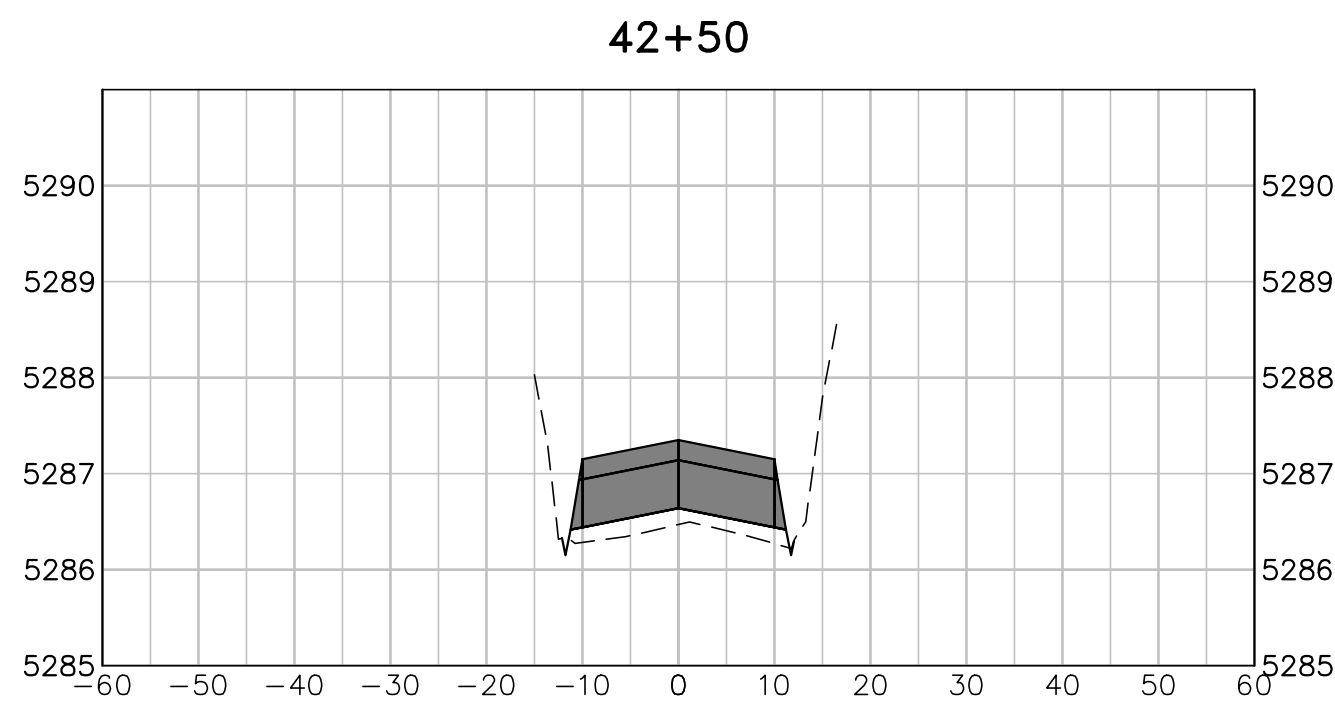
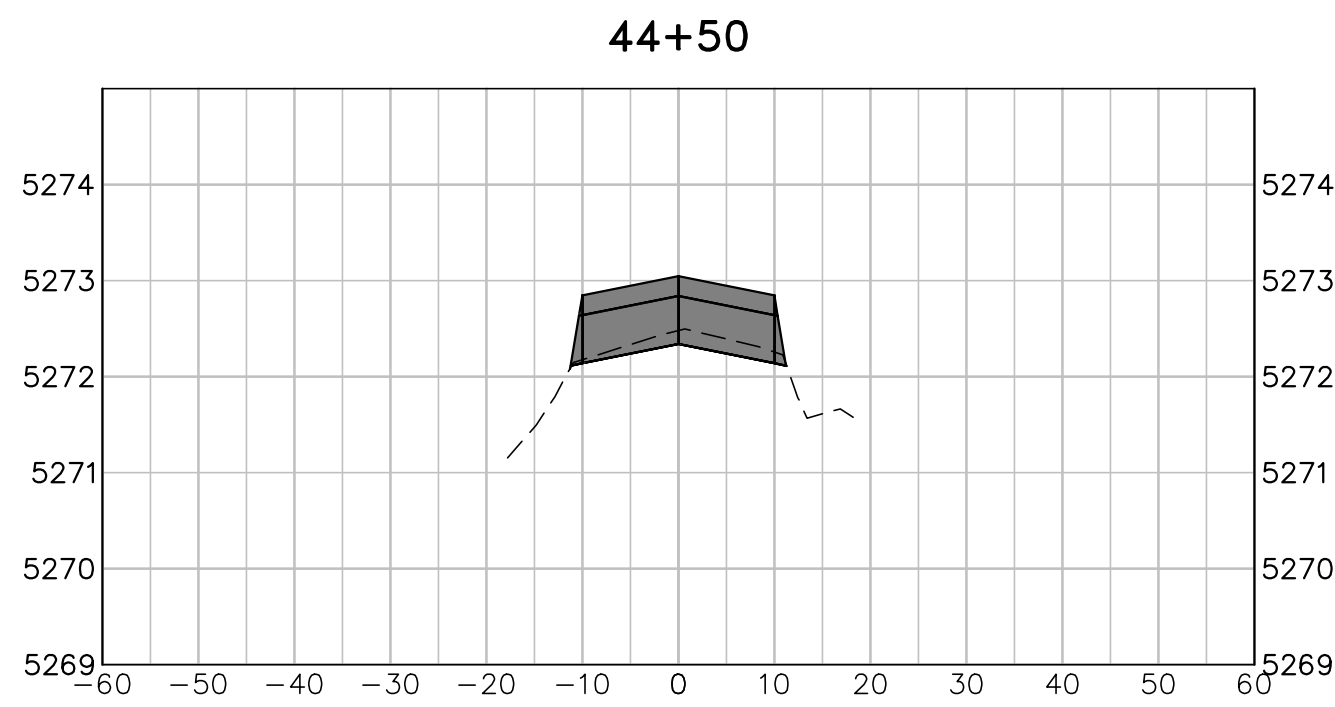
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CROSS SECTIONS
STATION 28+50 TO 36+00

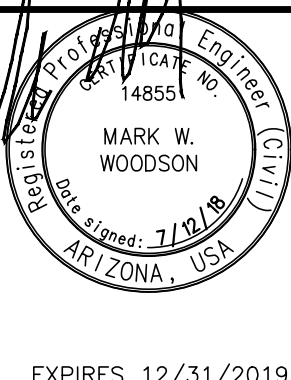
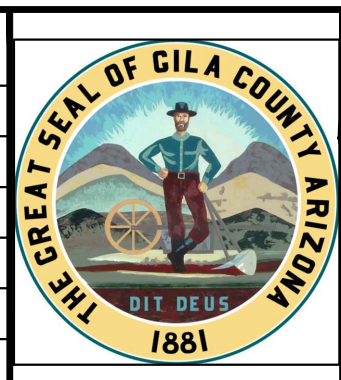
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VERT SCALE: 1"=2'
DATE: 3/7/18
PROJECT NO.: 118901
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DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MW



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ROADWAY IMPROVEMENTS

CROSS SECTIONS
STATION 36+50 TO 44+50

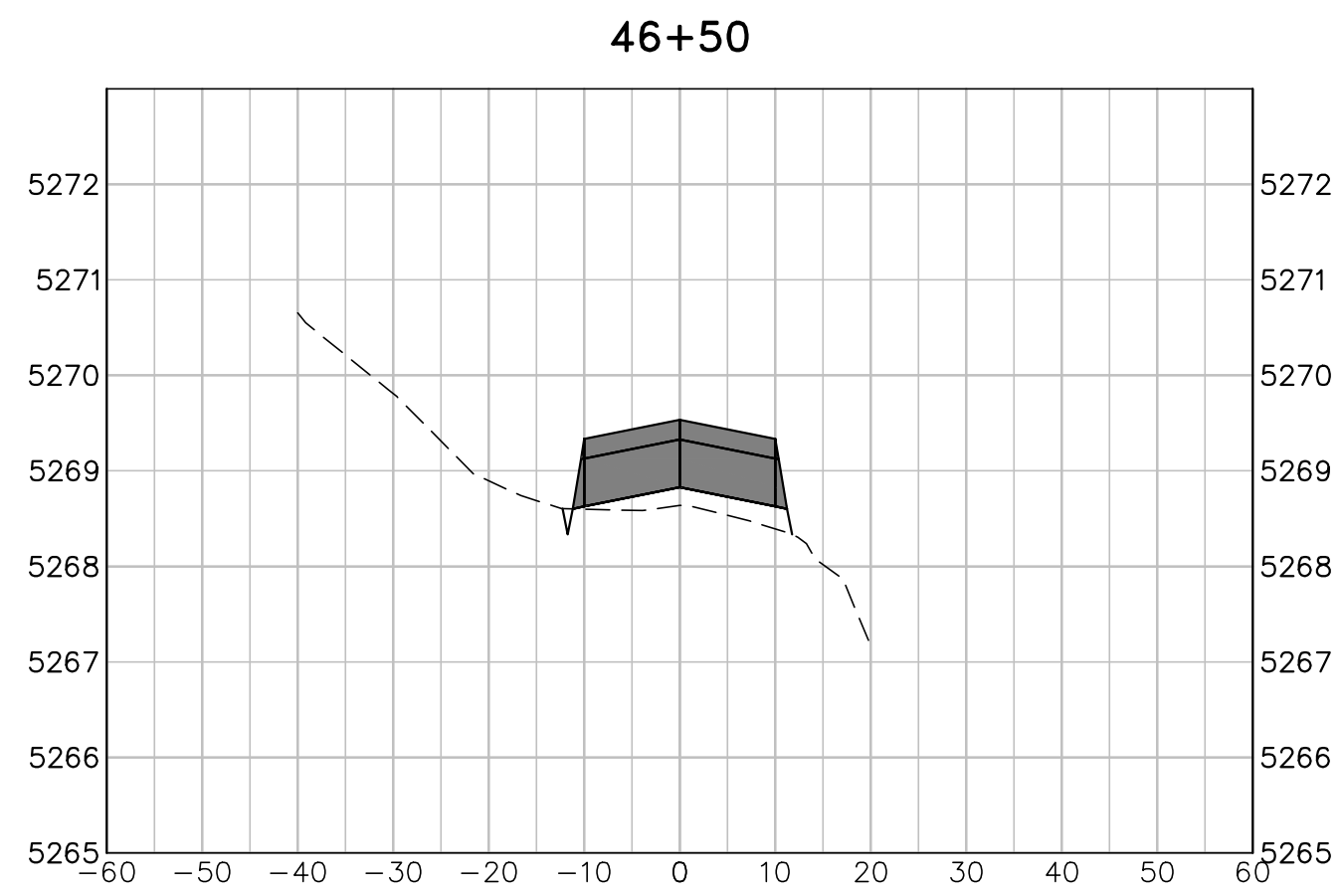
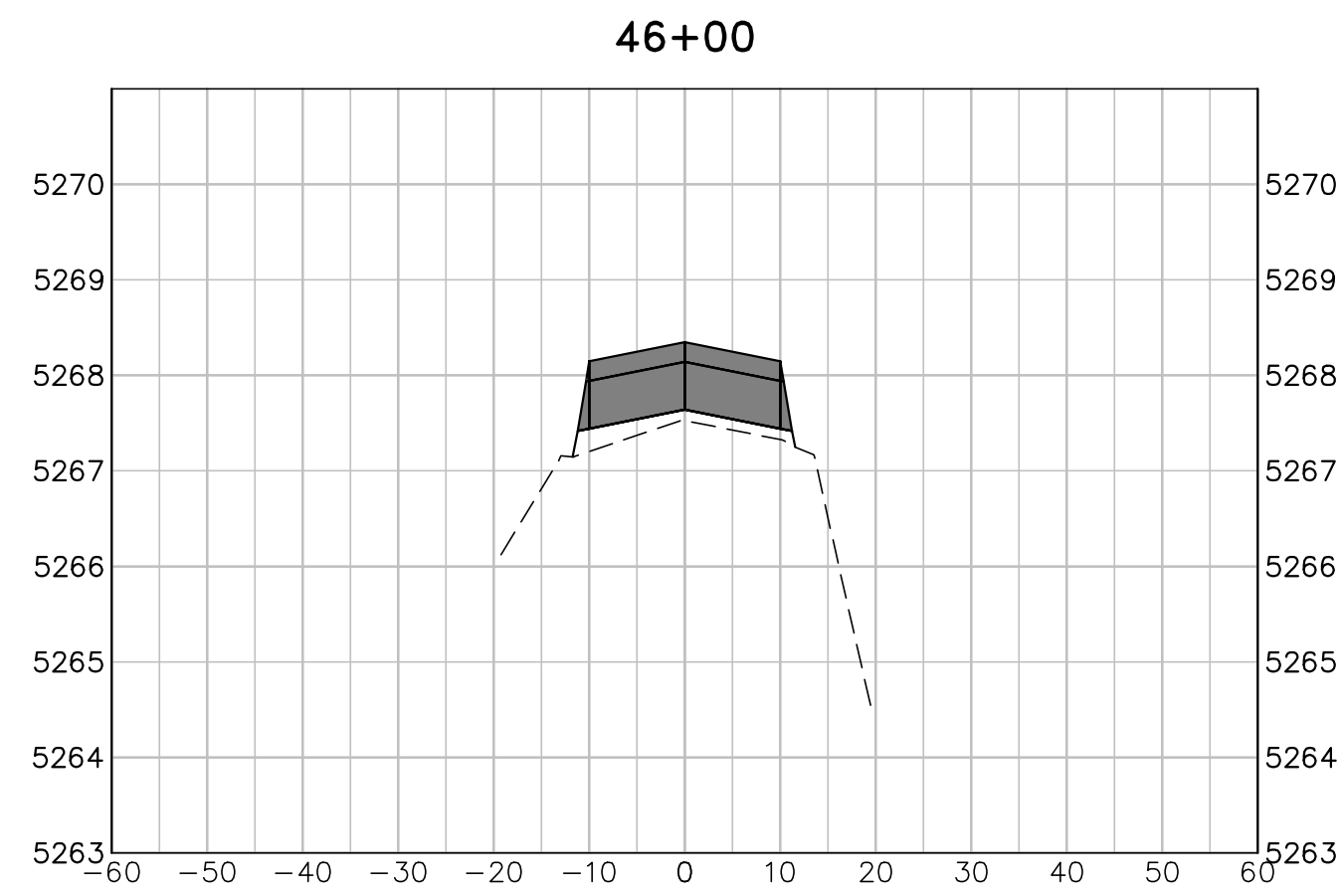
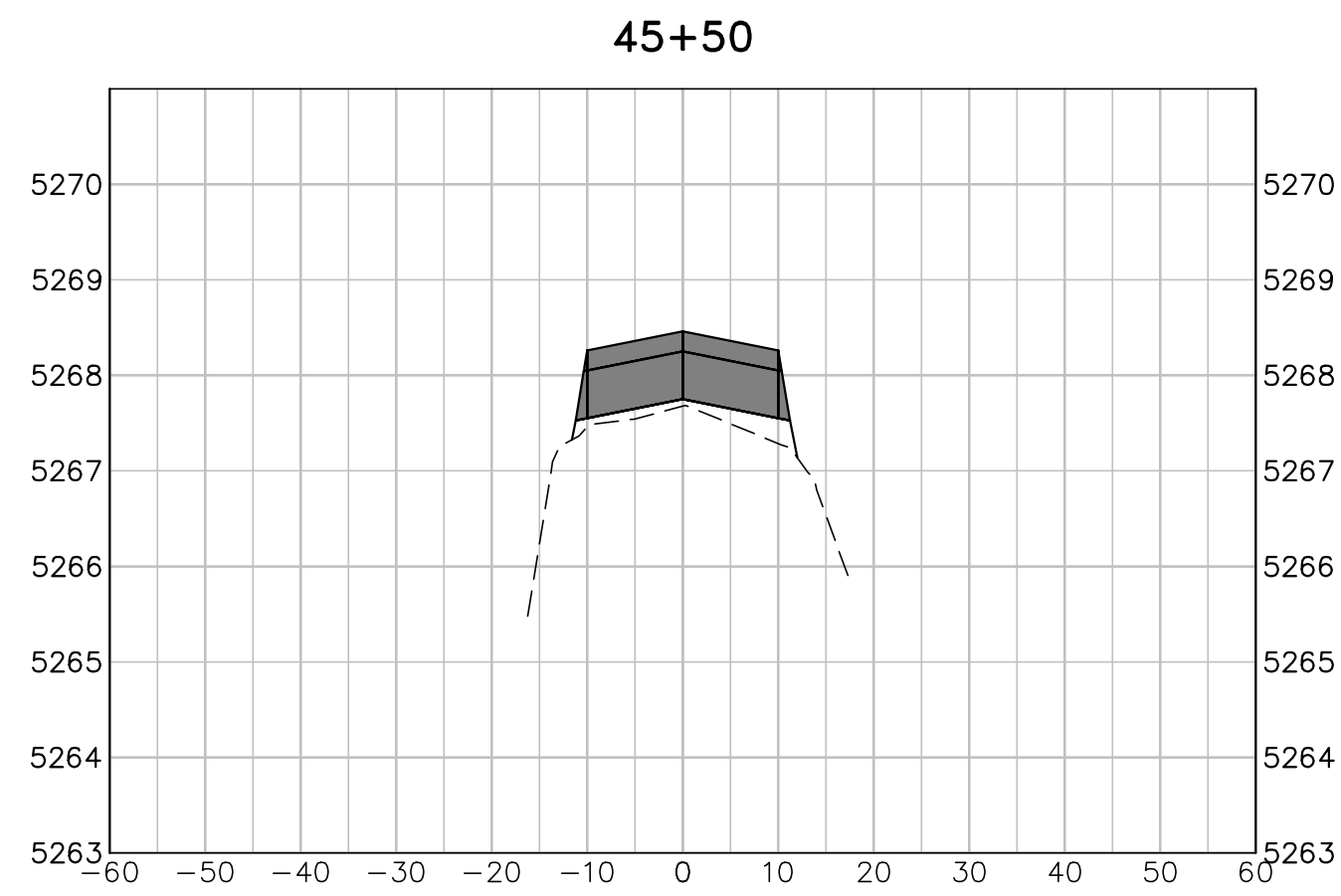
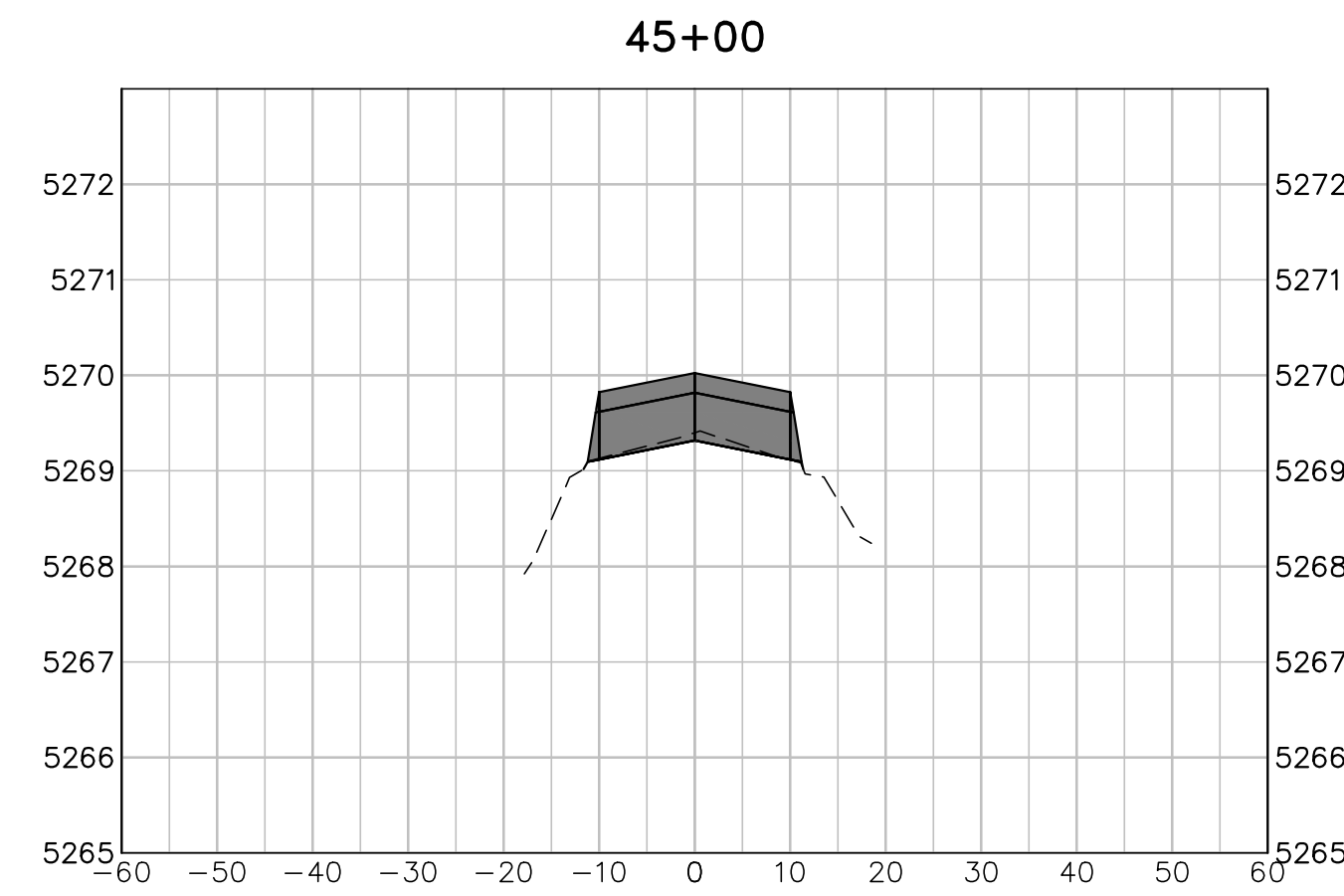
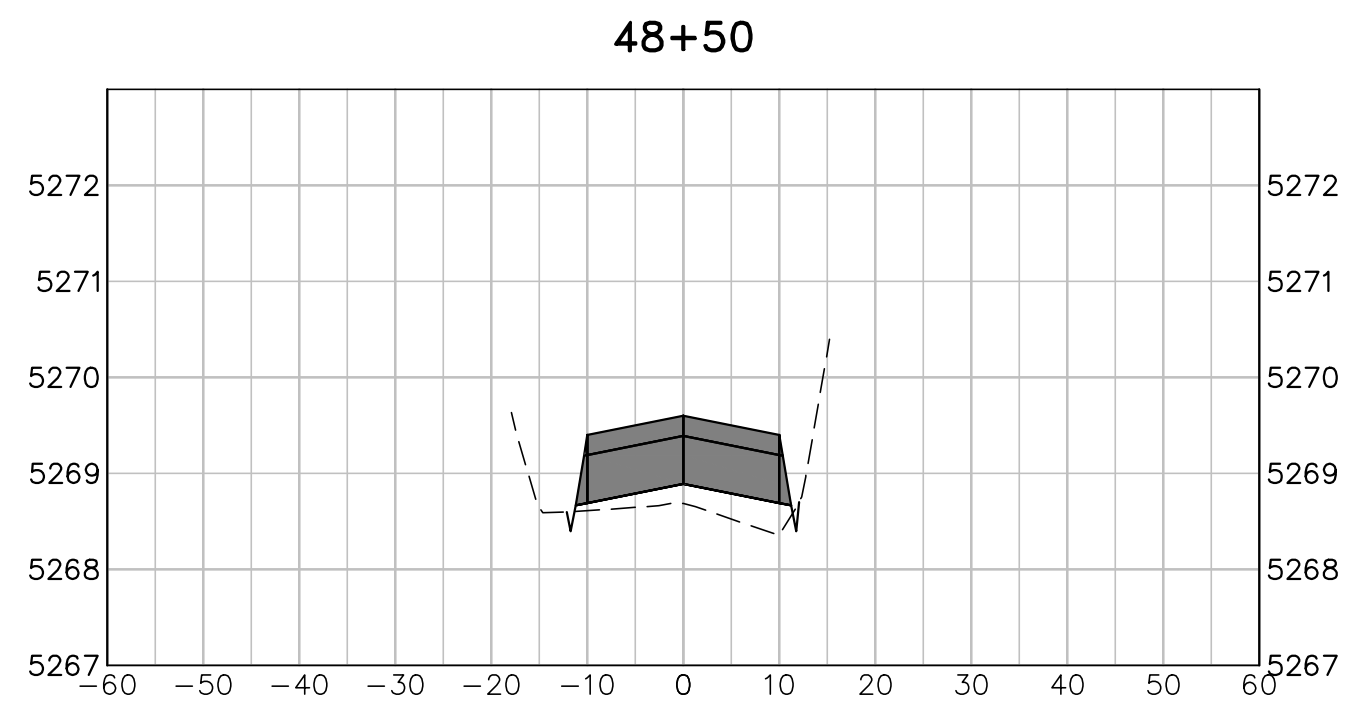
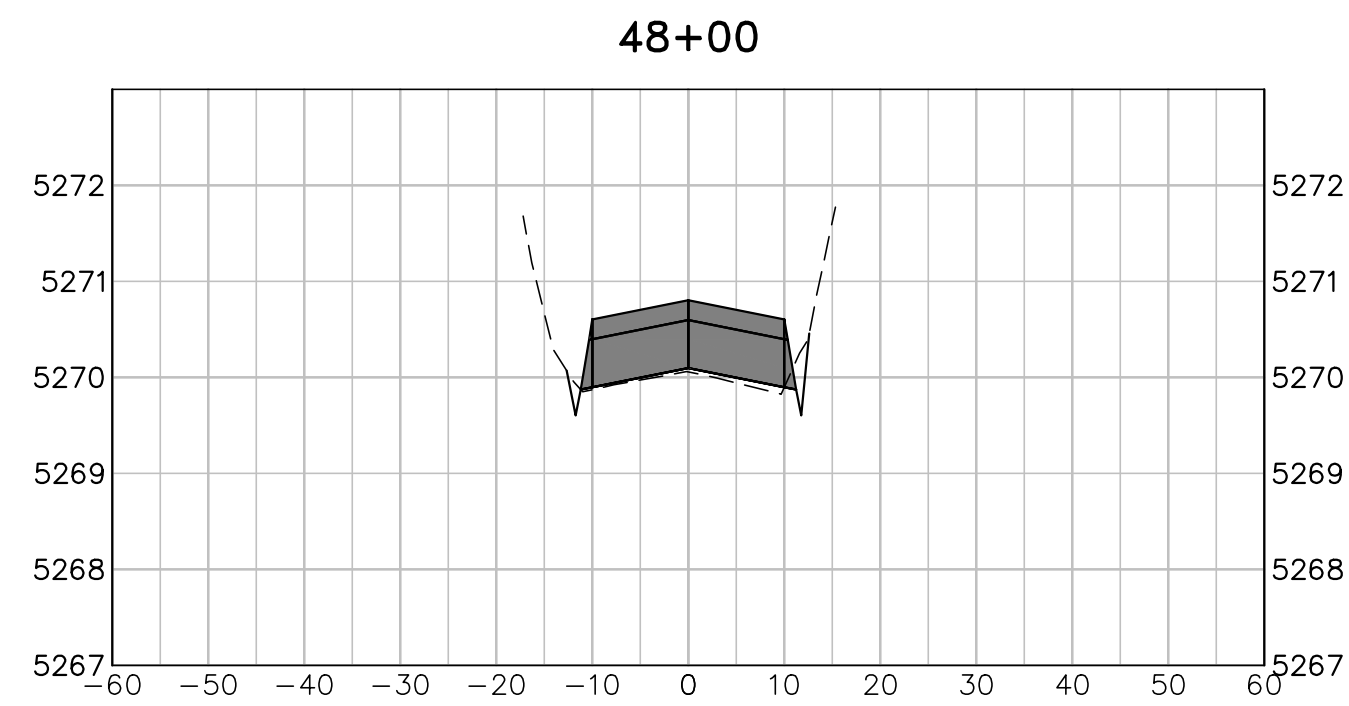
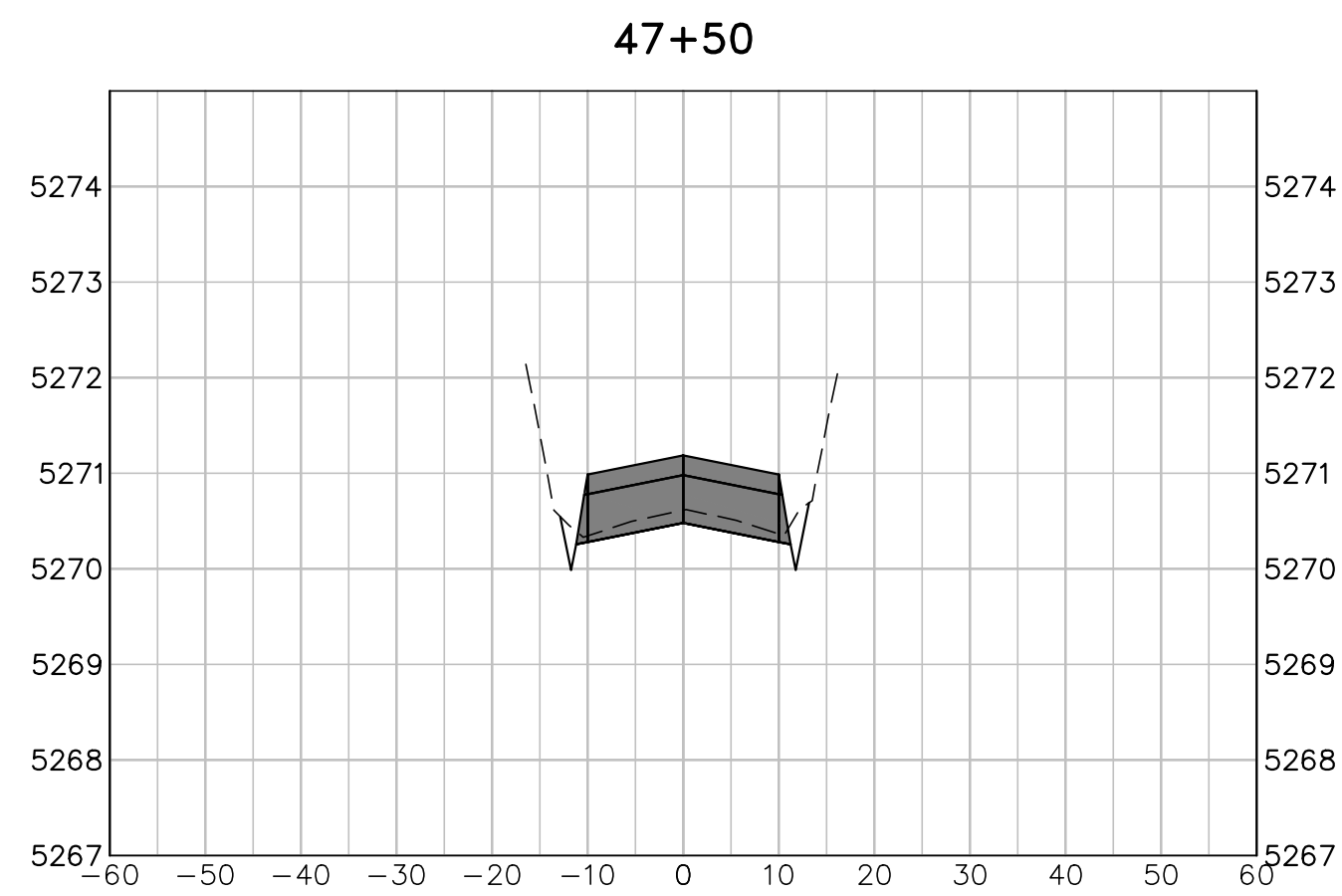
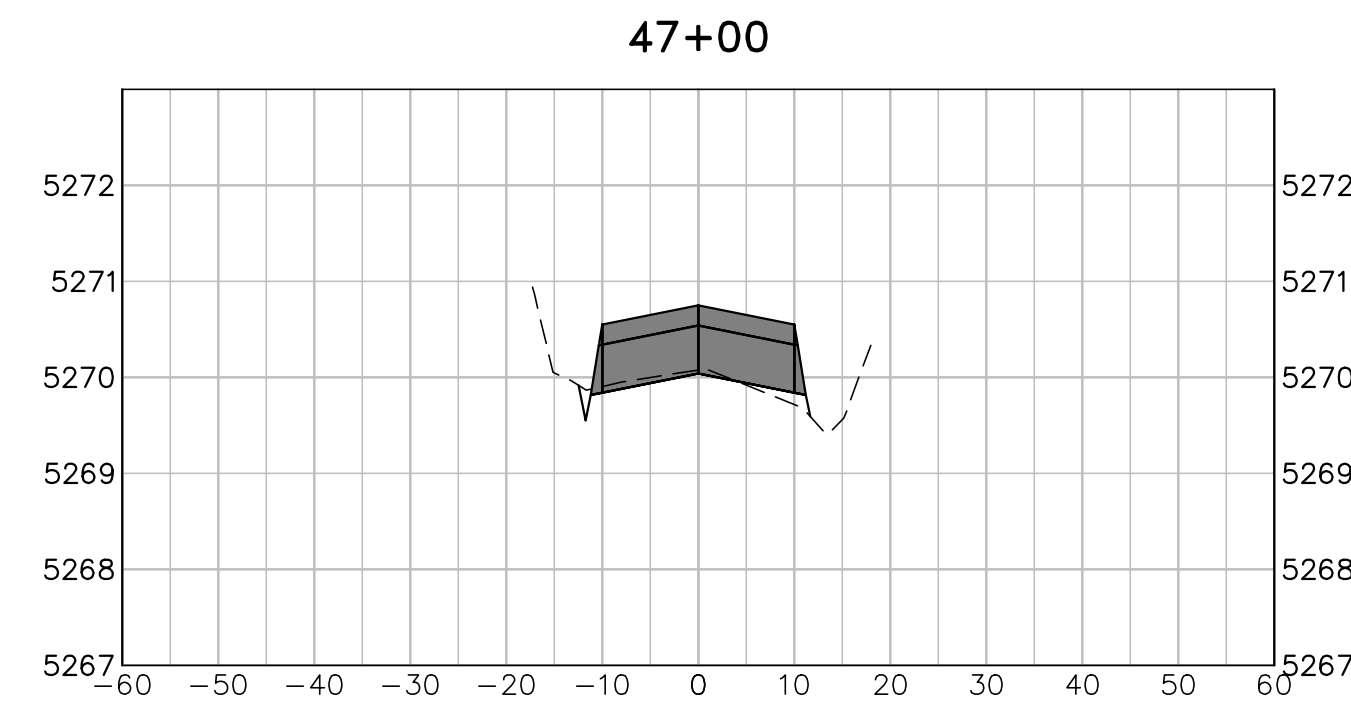
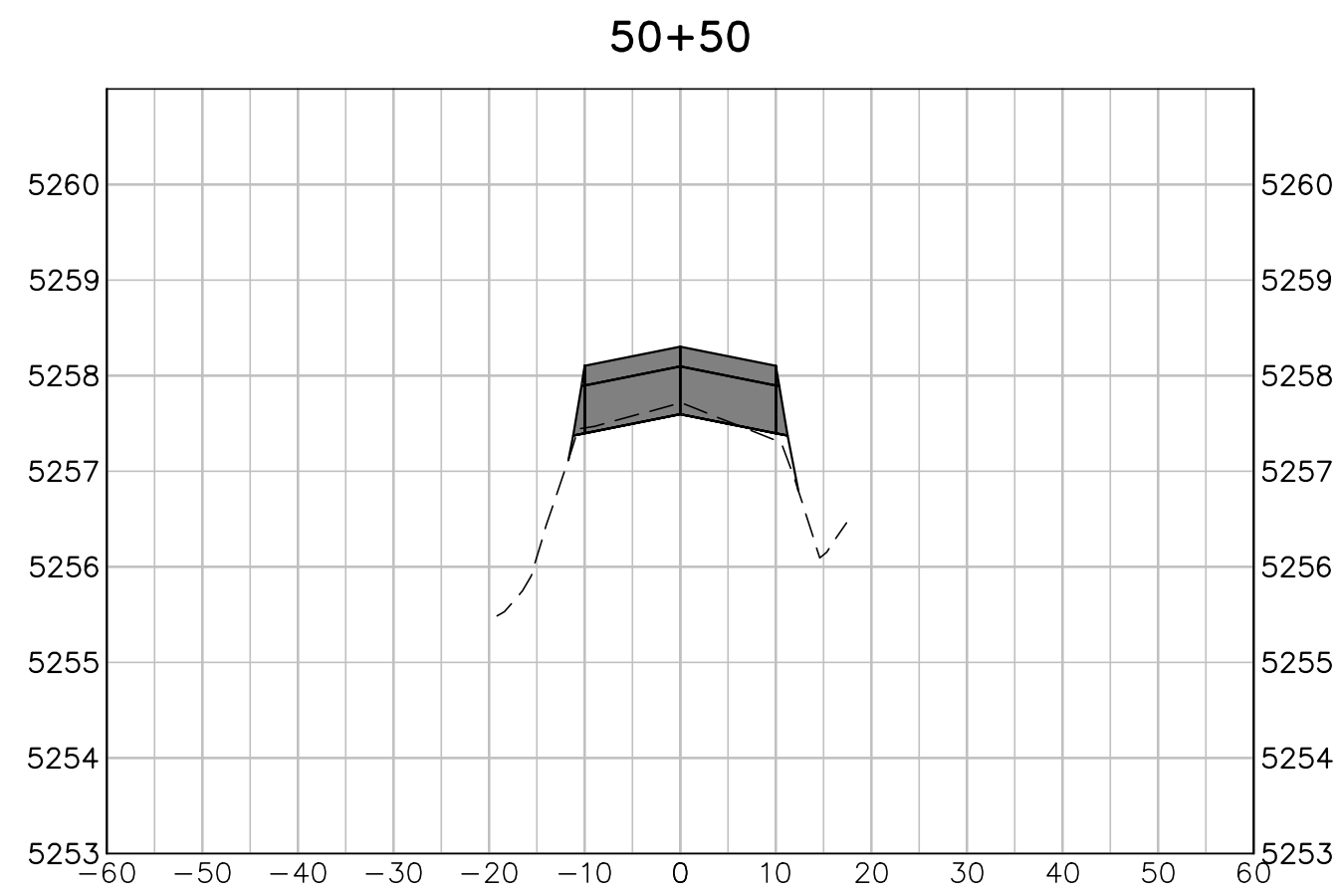
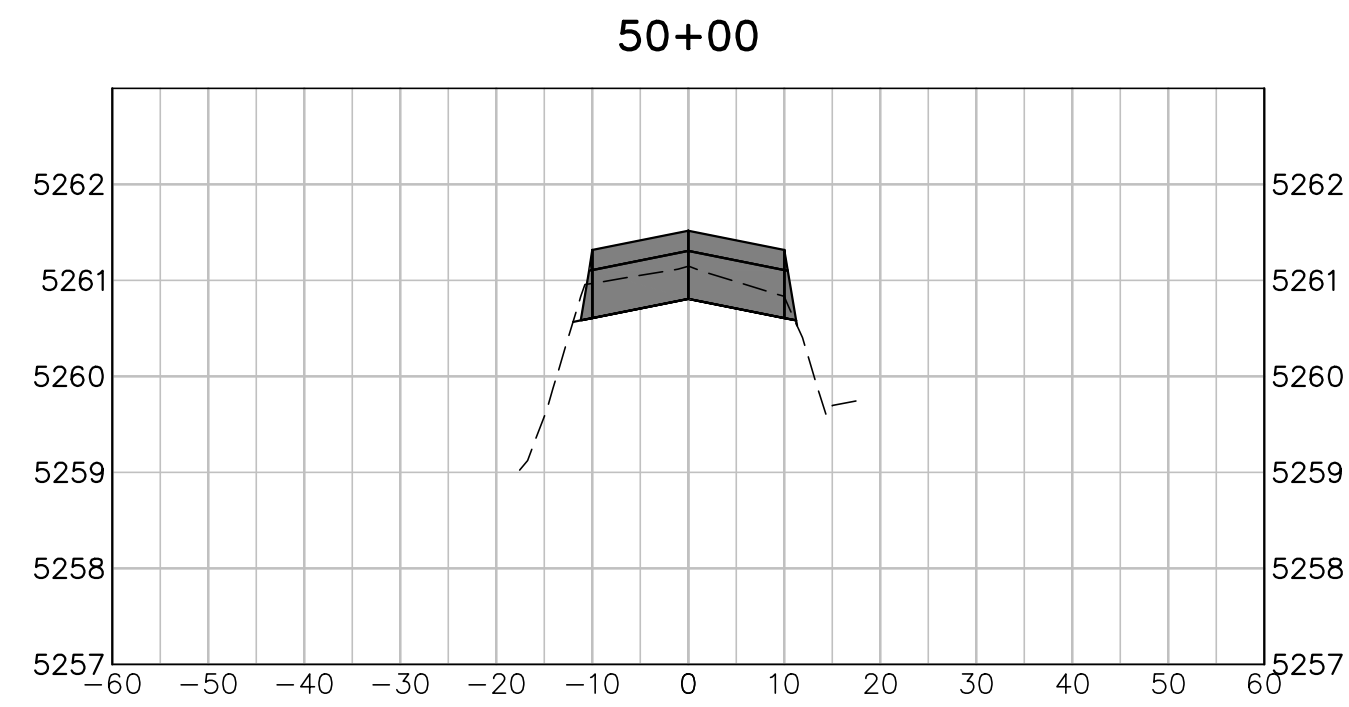
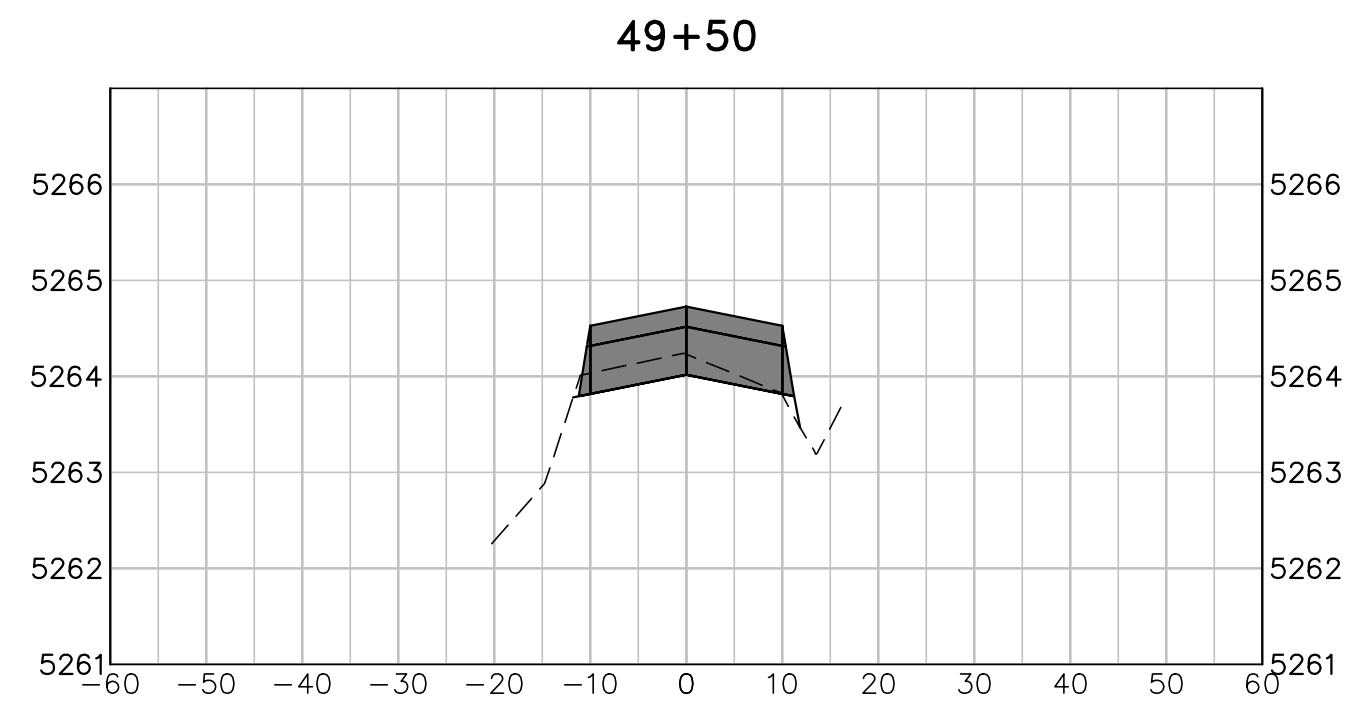
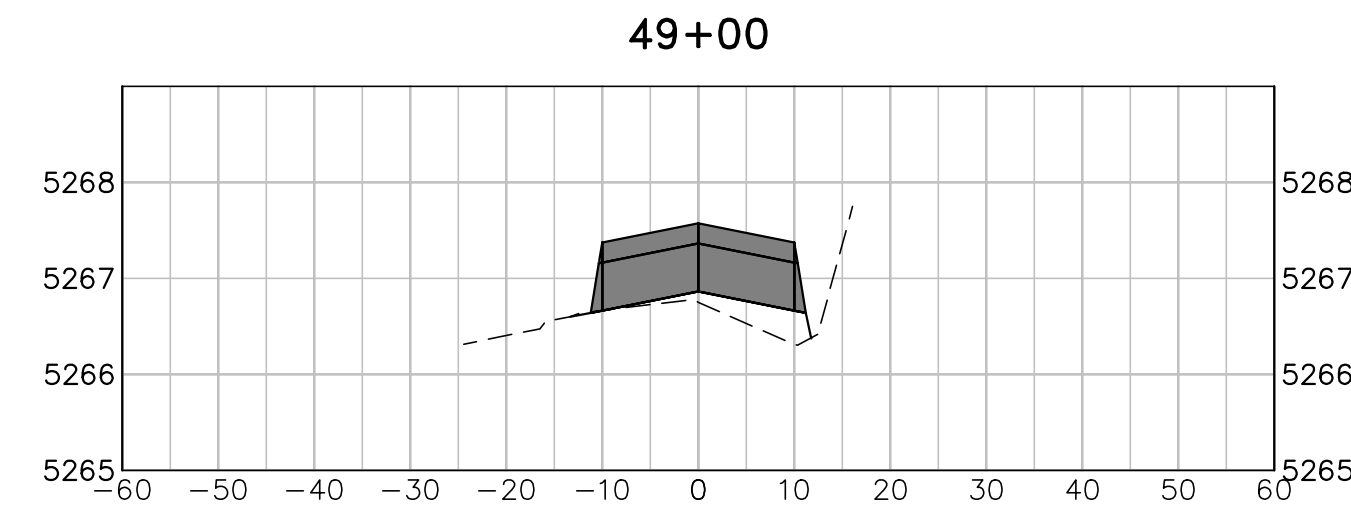
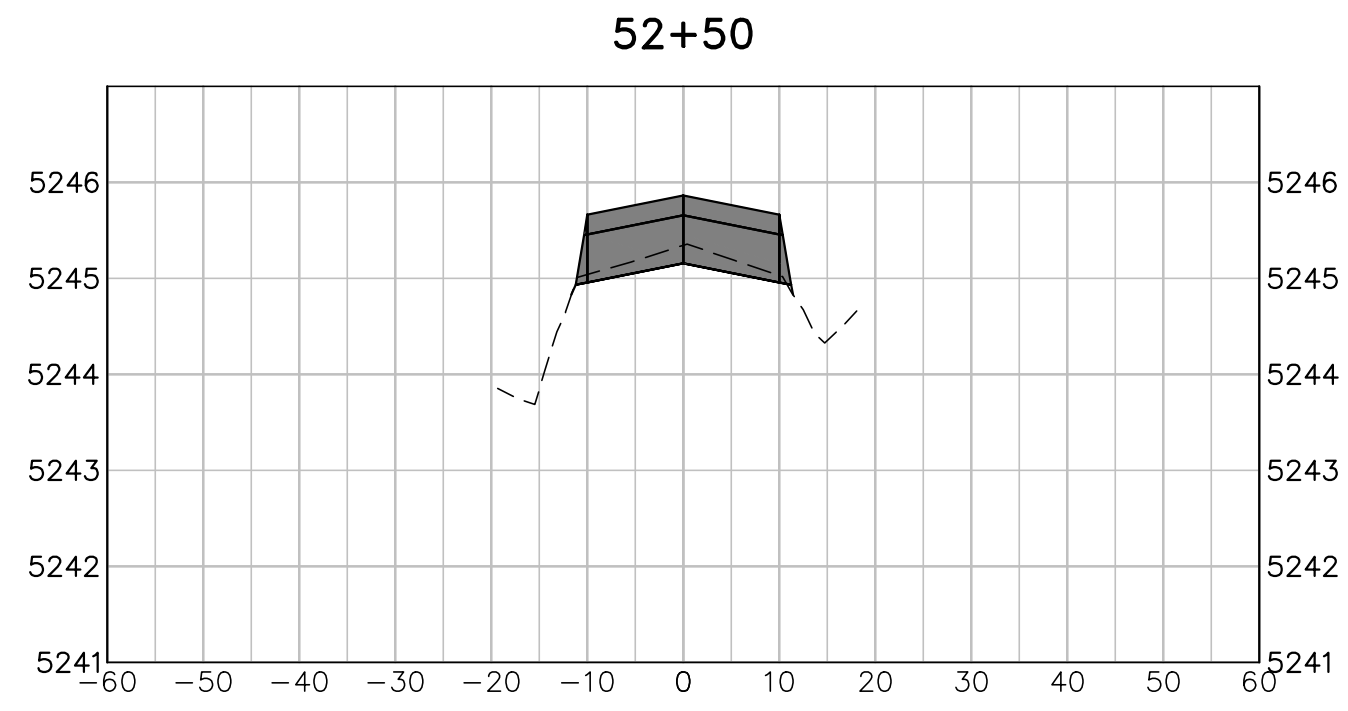
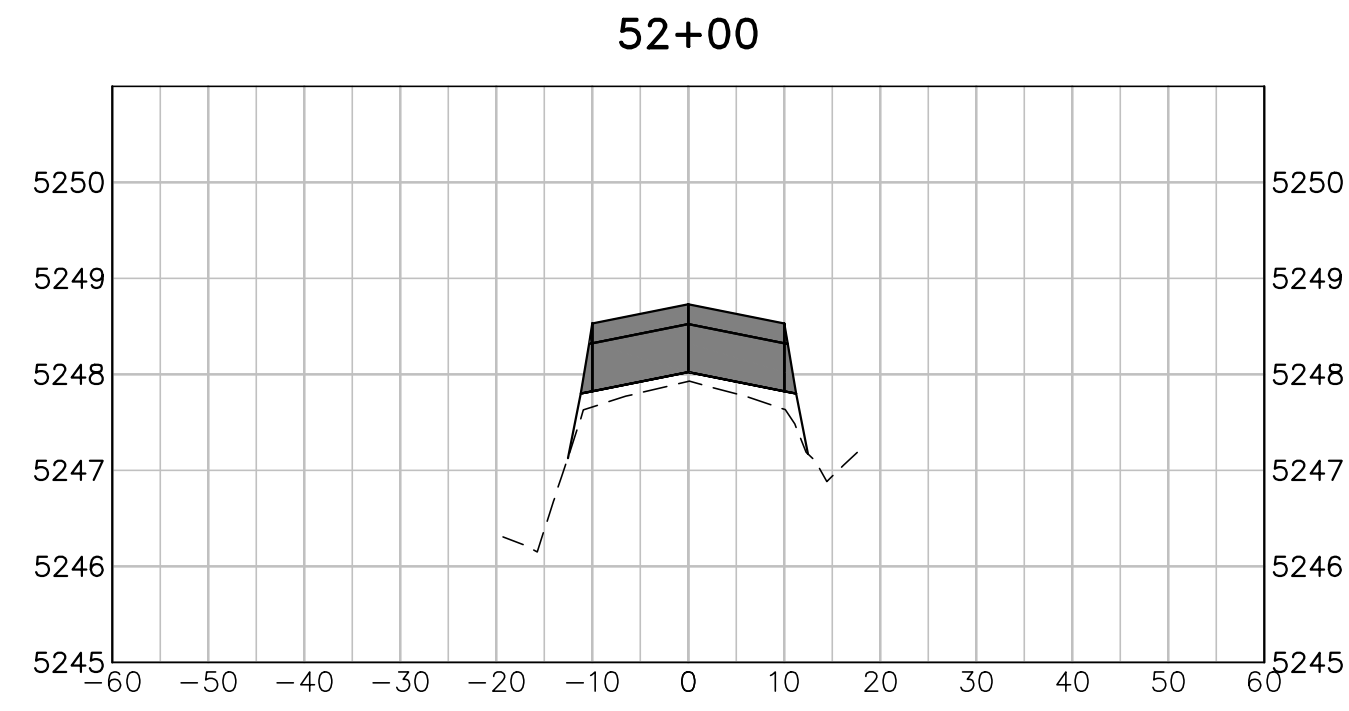
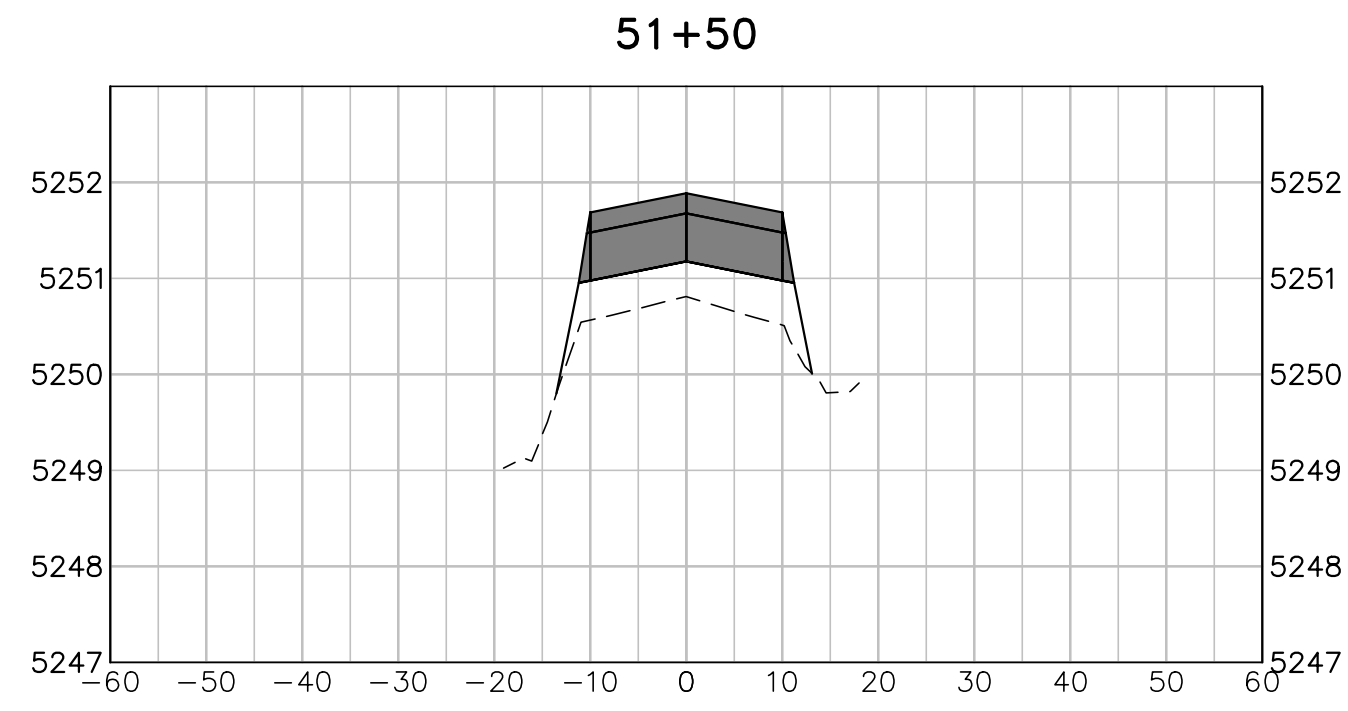
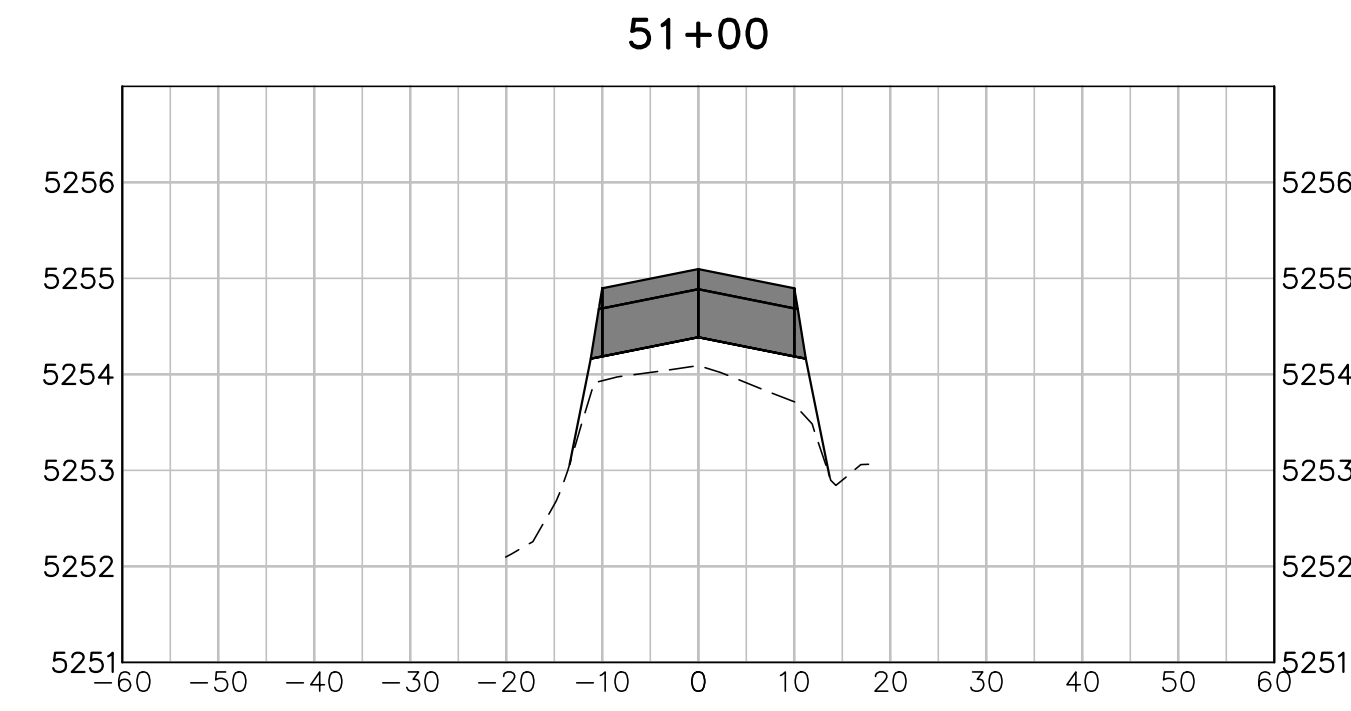
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GILA COUNTY – BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

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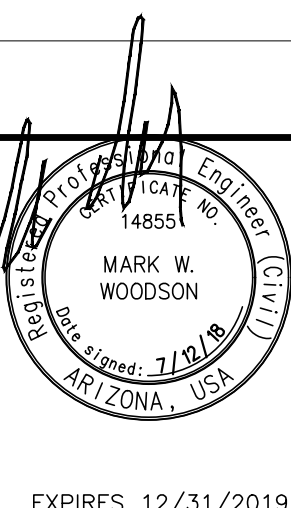
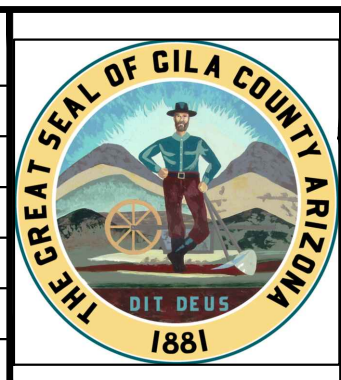
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ROADWAY IMPROVEMENTS

CROSS SECTIONS
STATION 45+00 TO 52+50

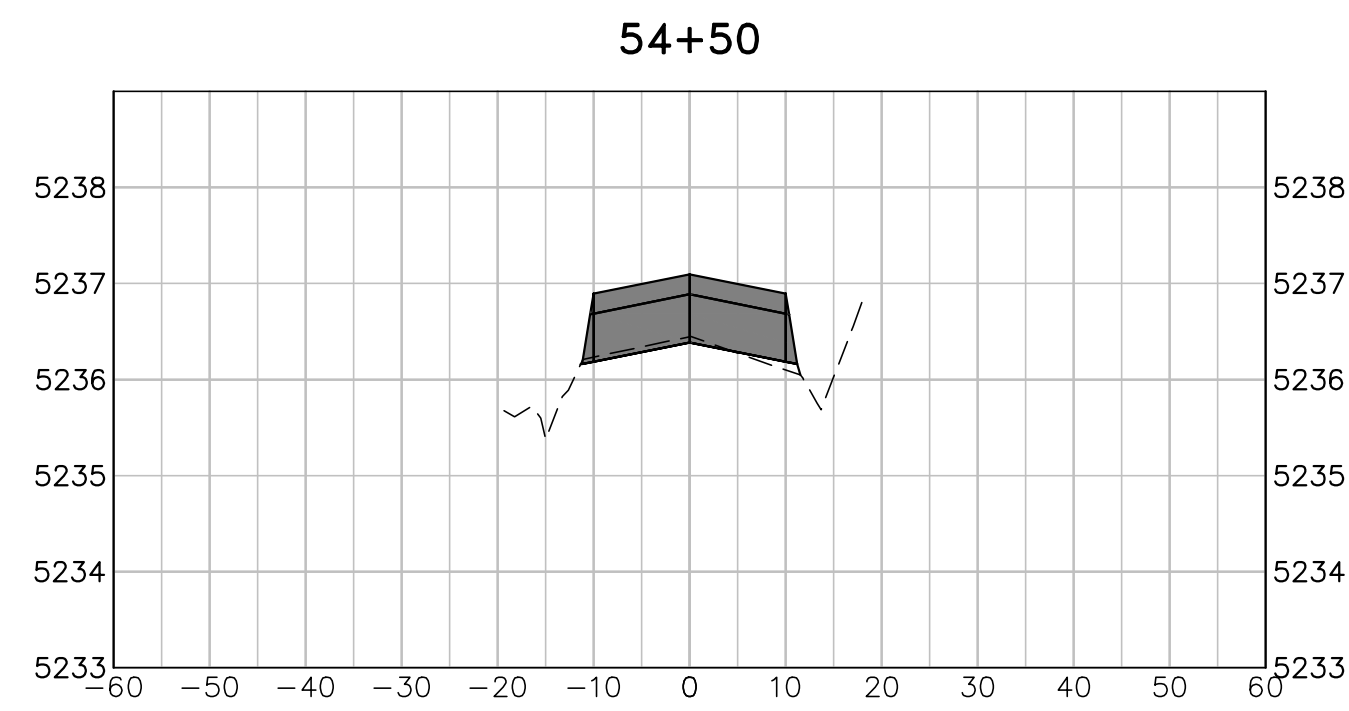
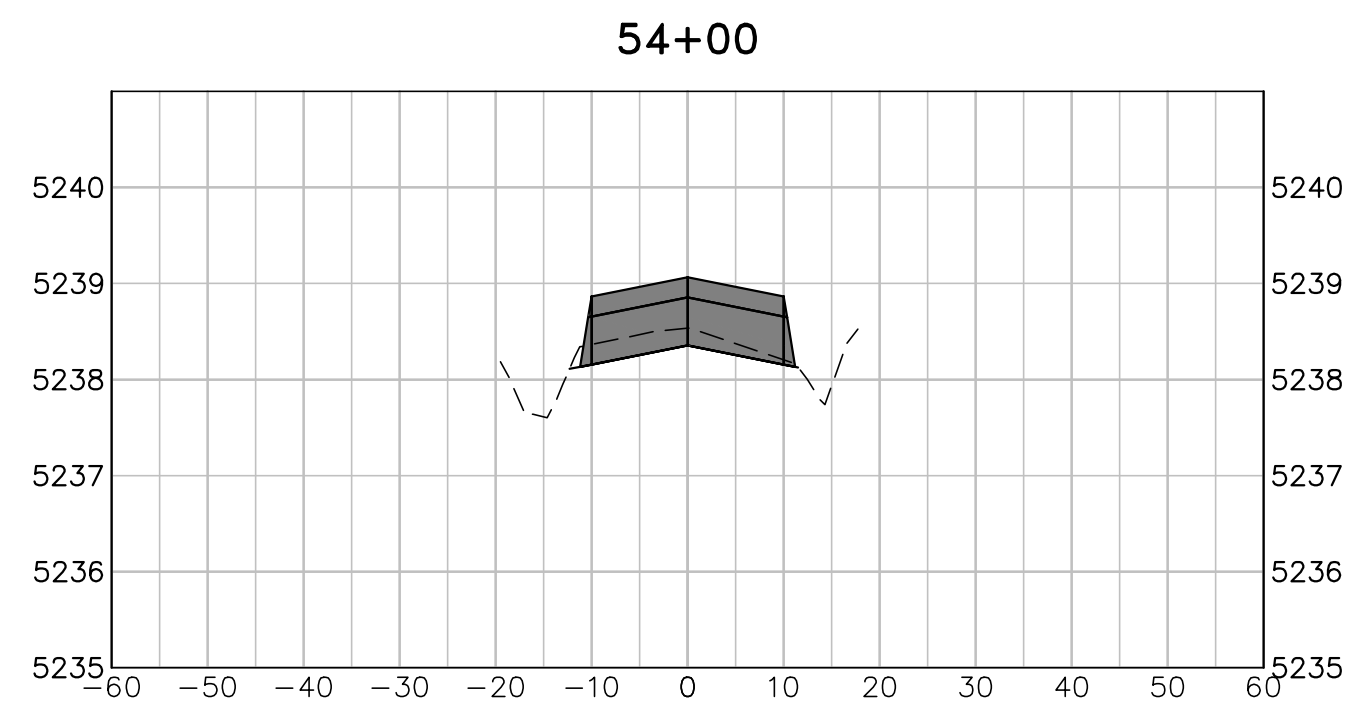
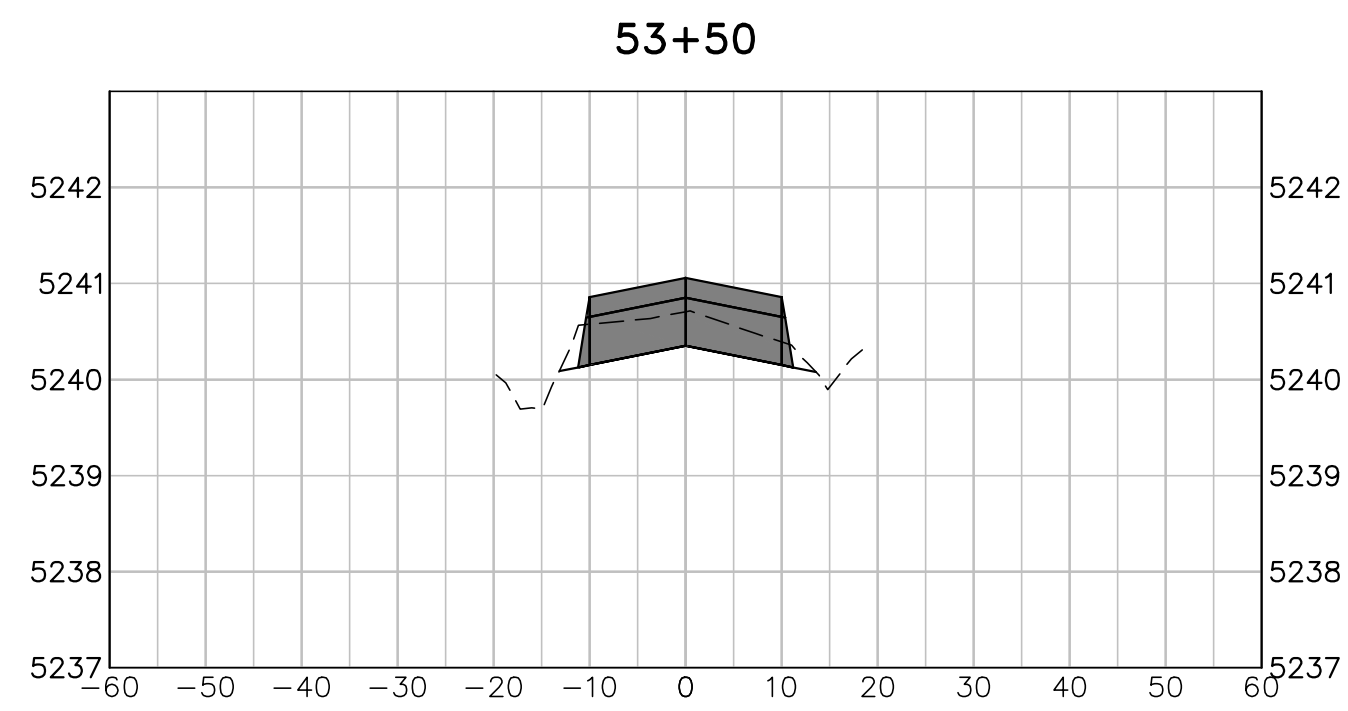
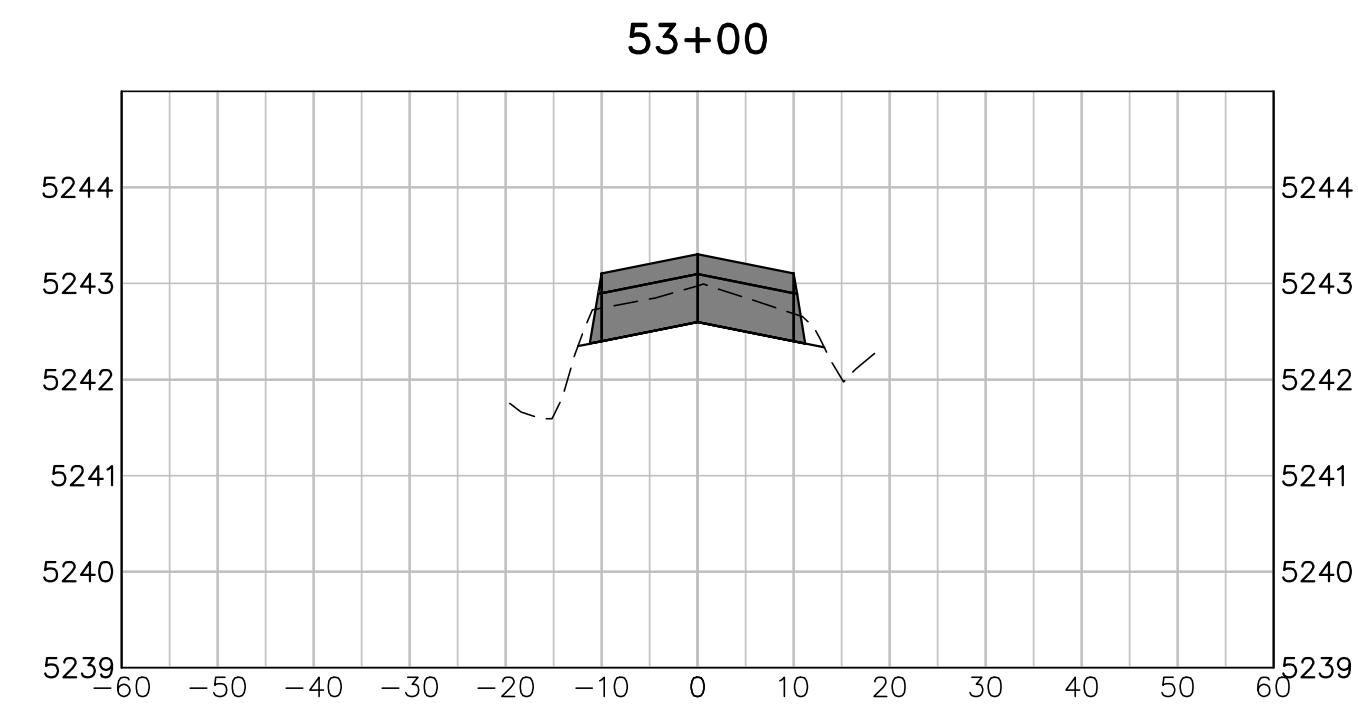
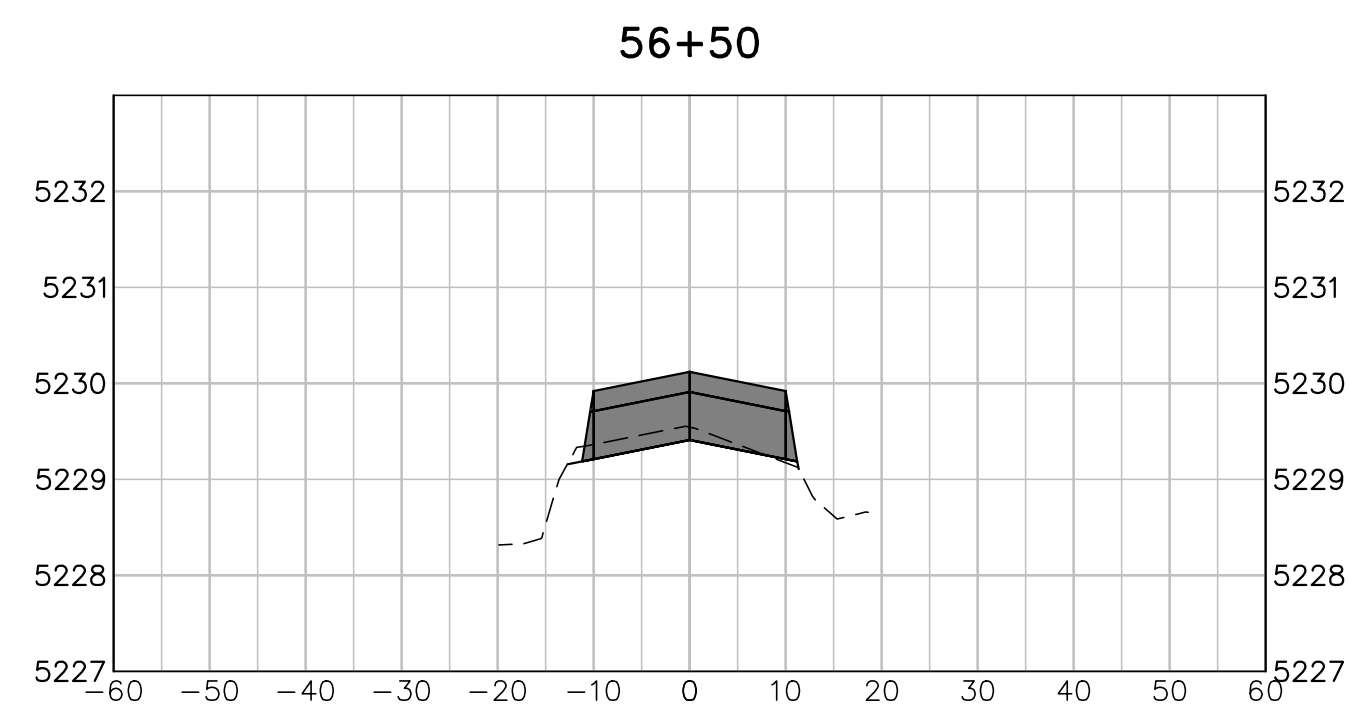
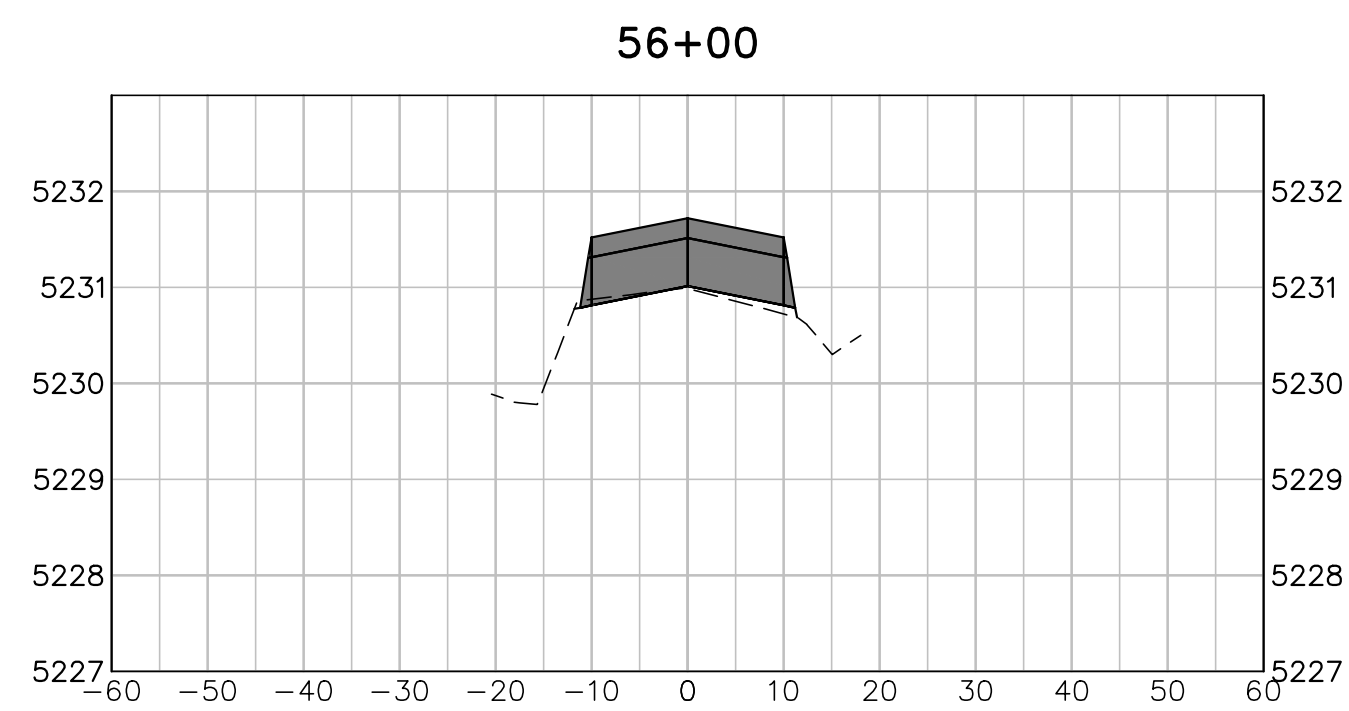
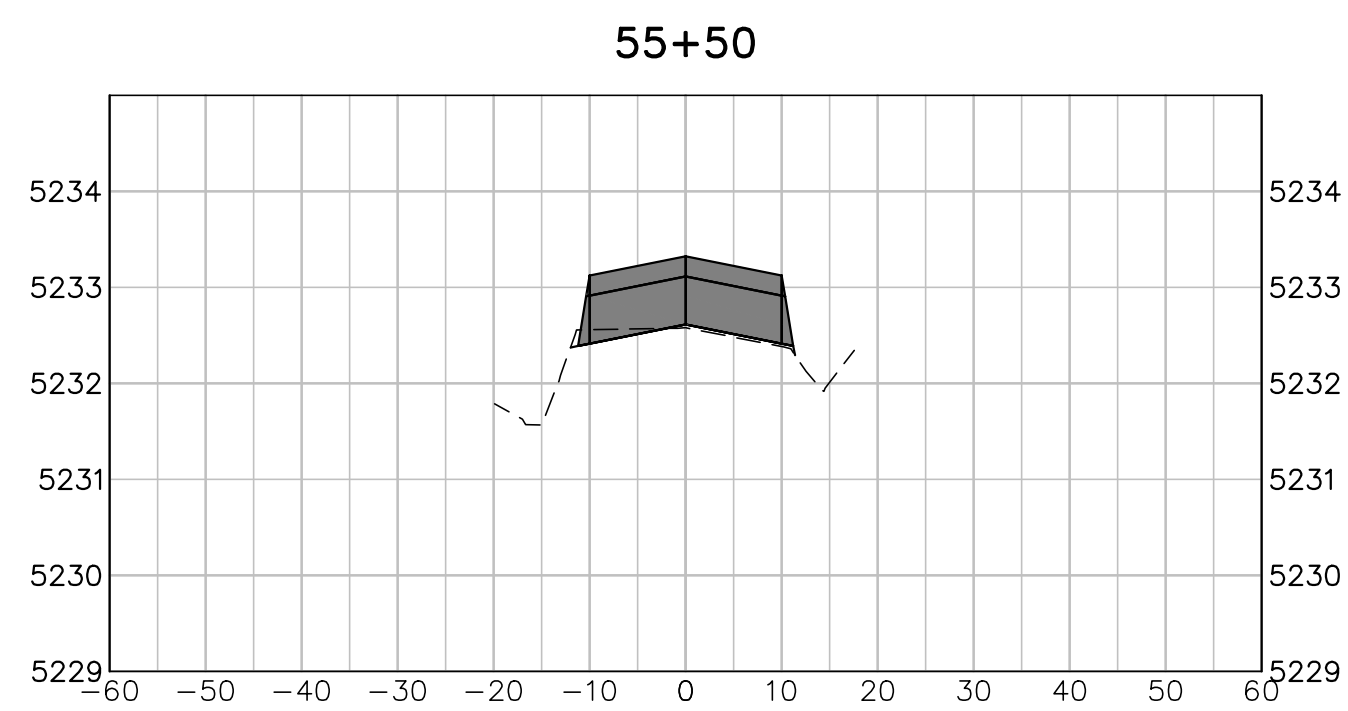
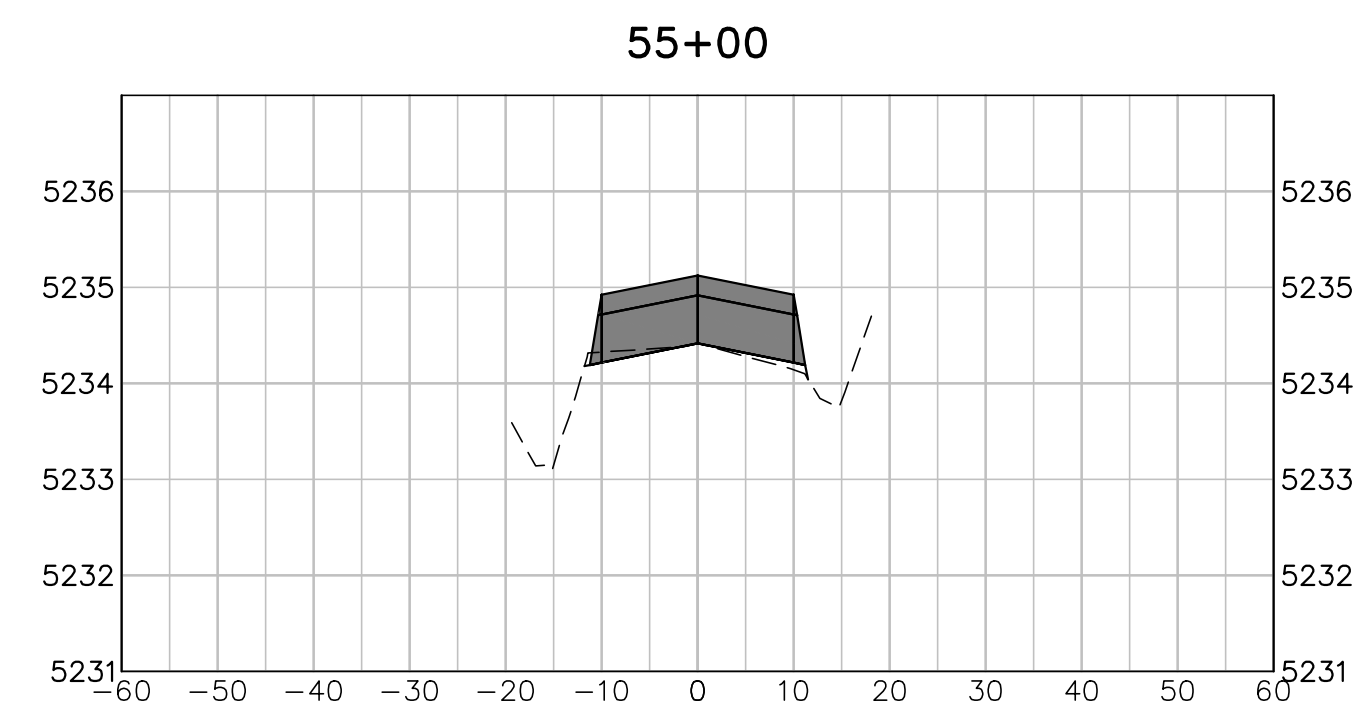
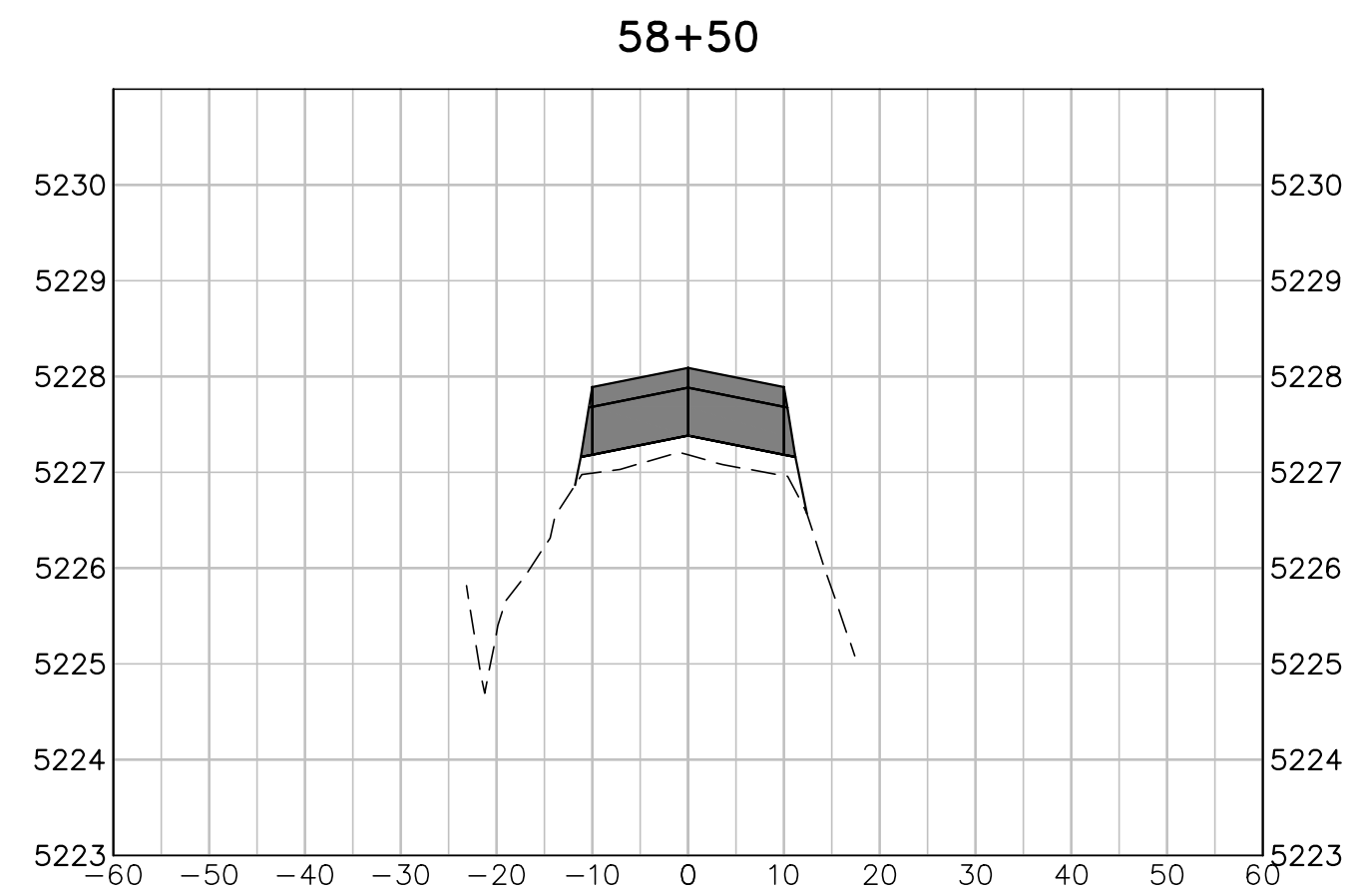
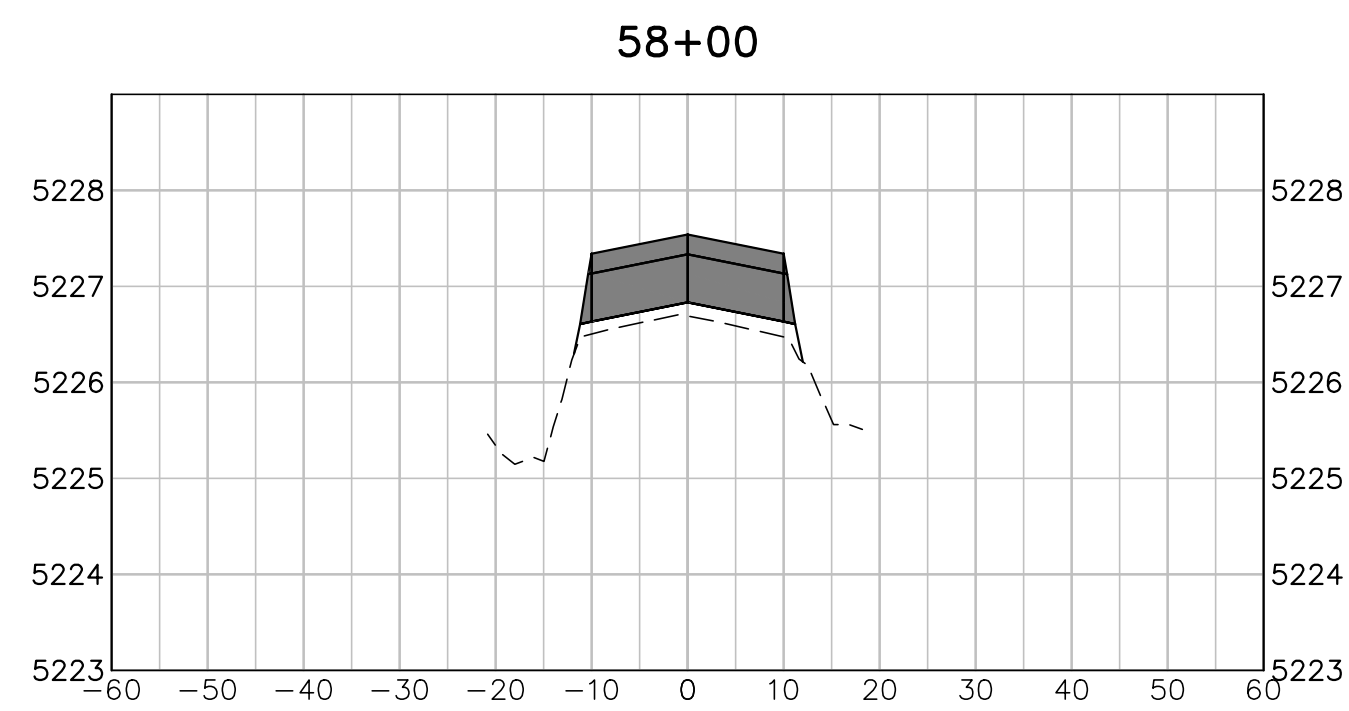
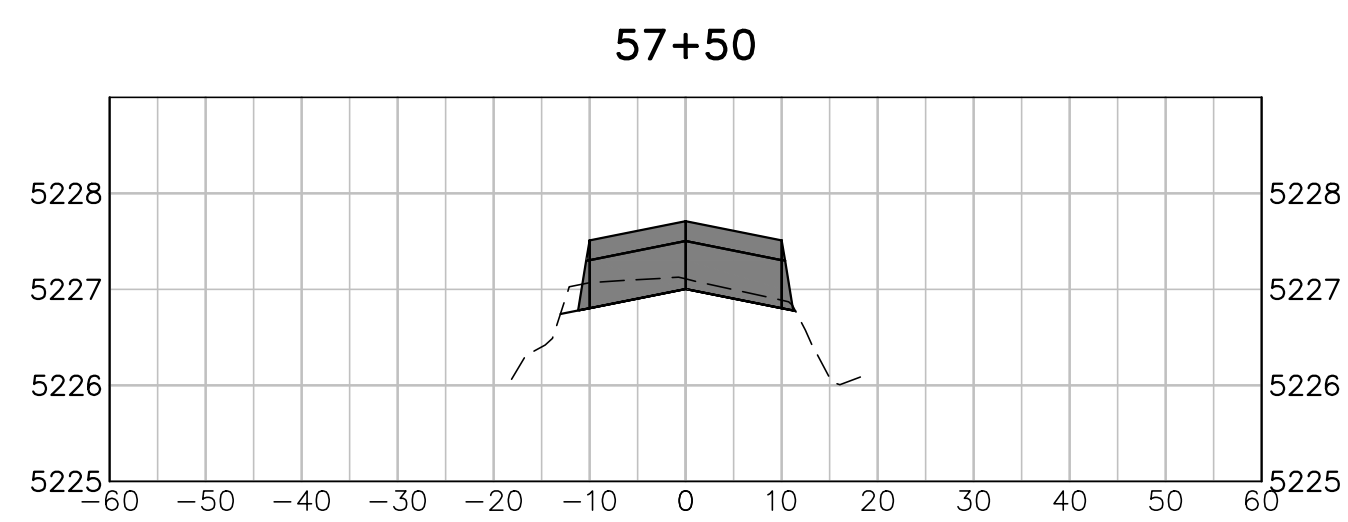
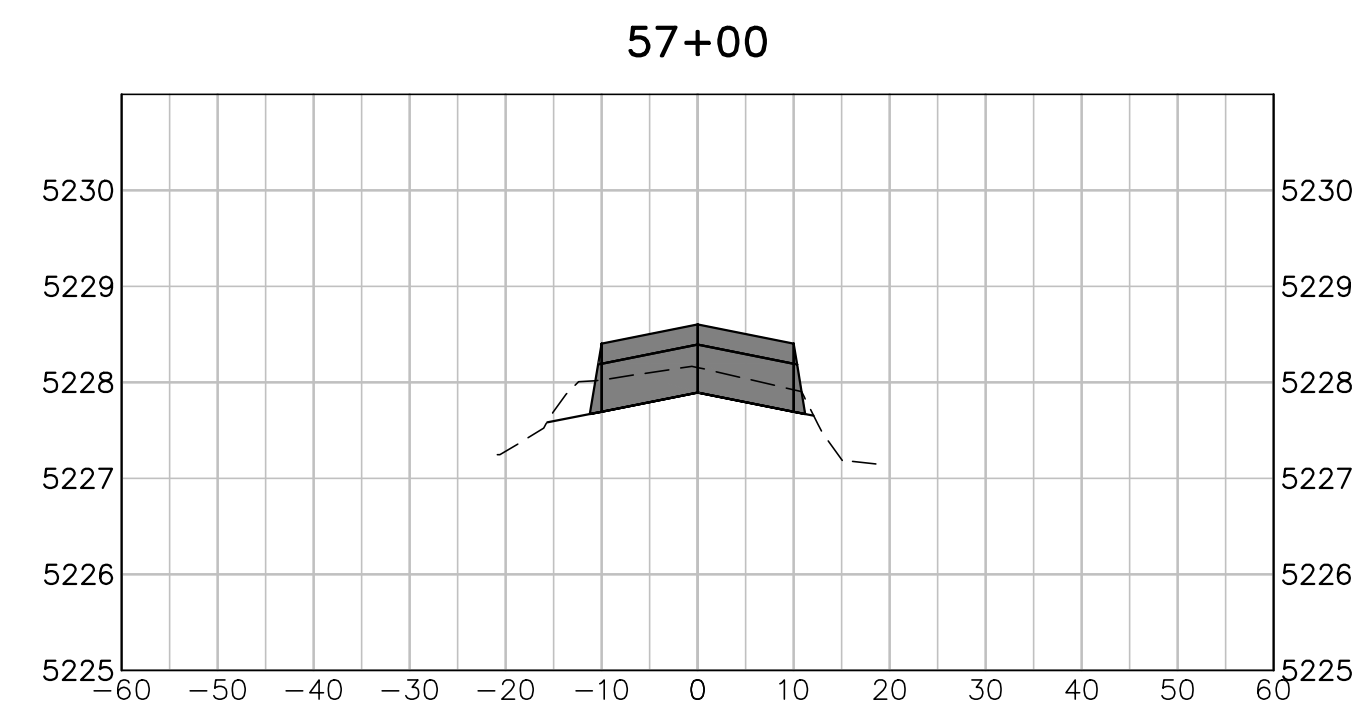
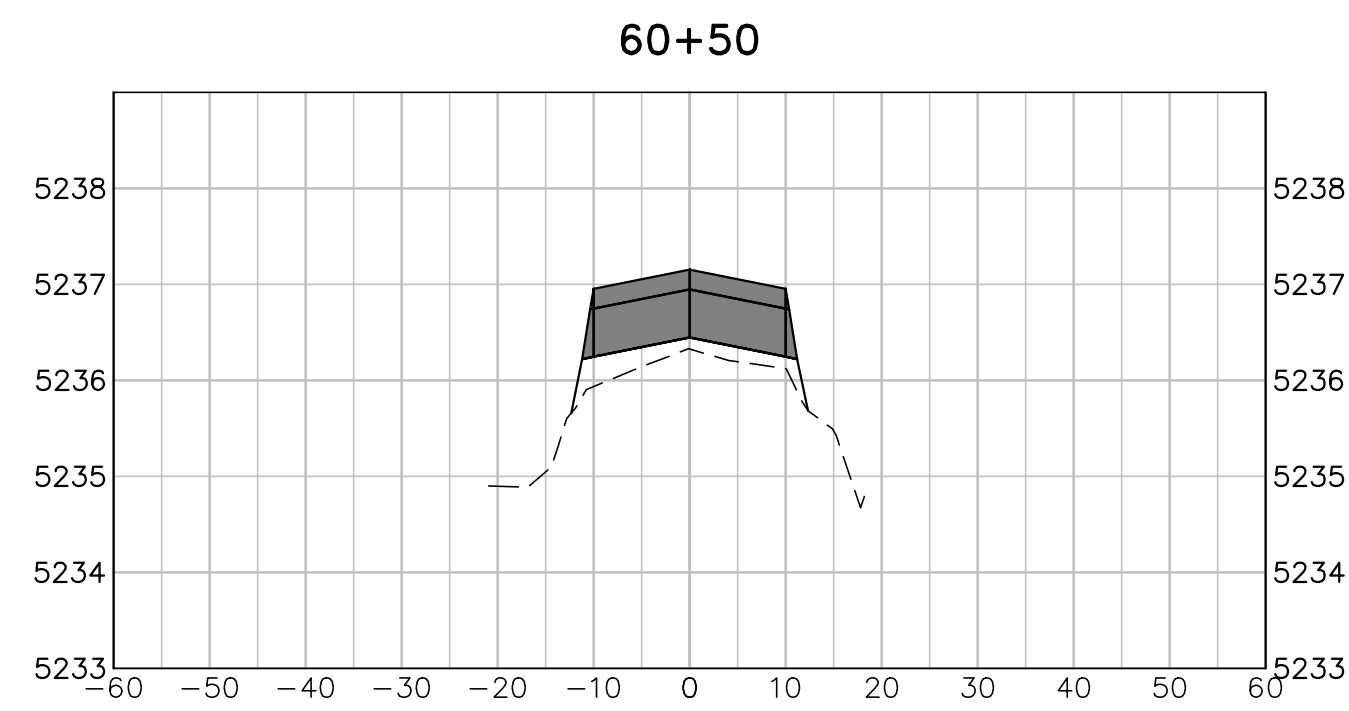
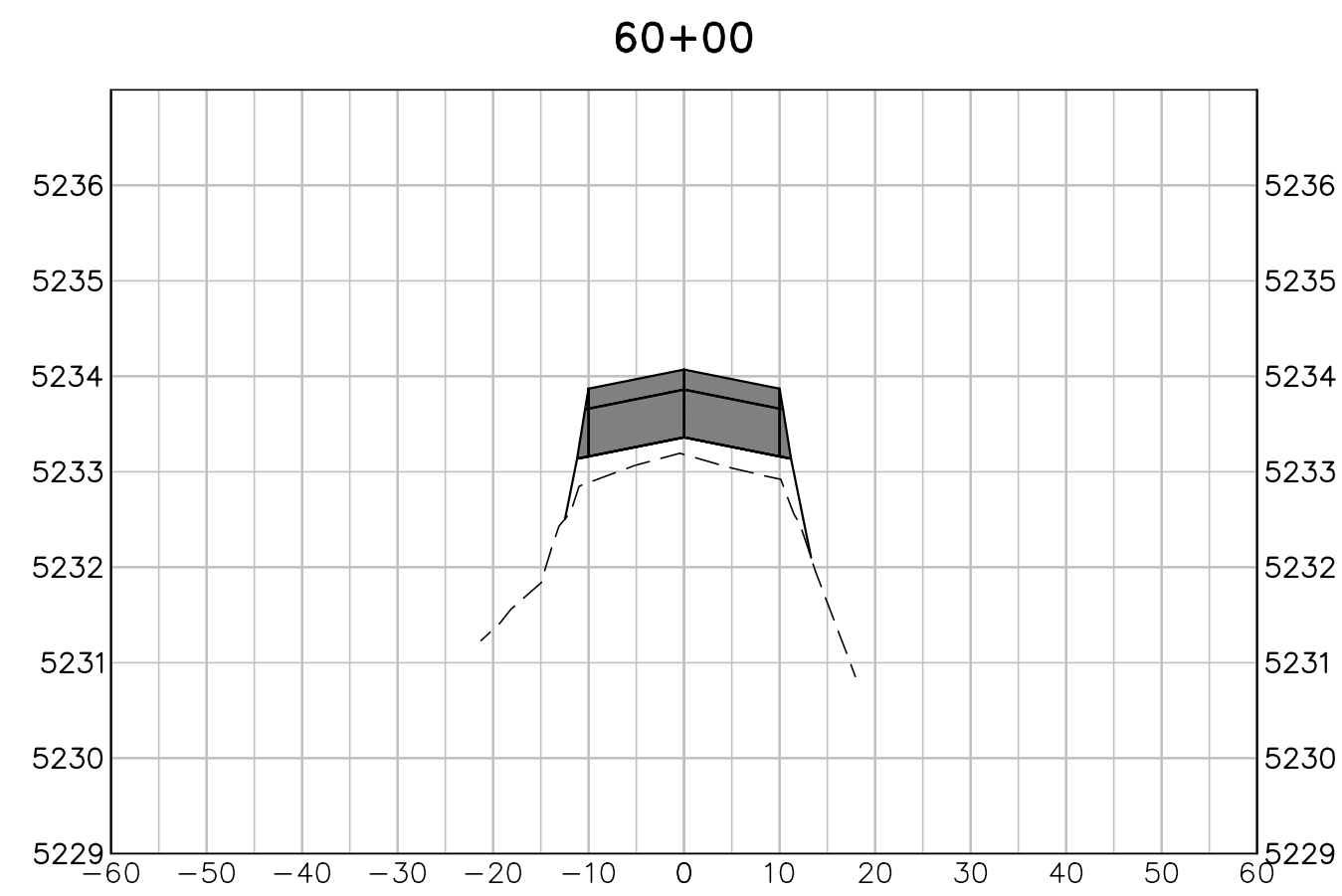
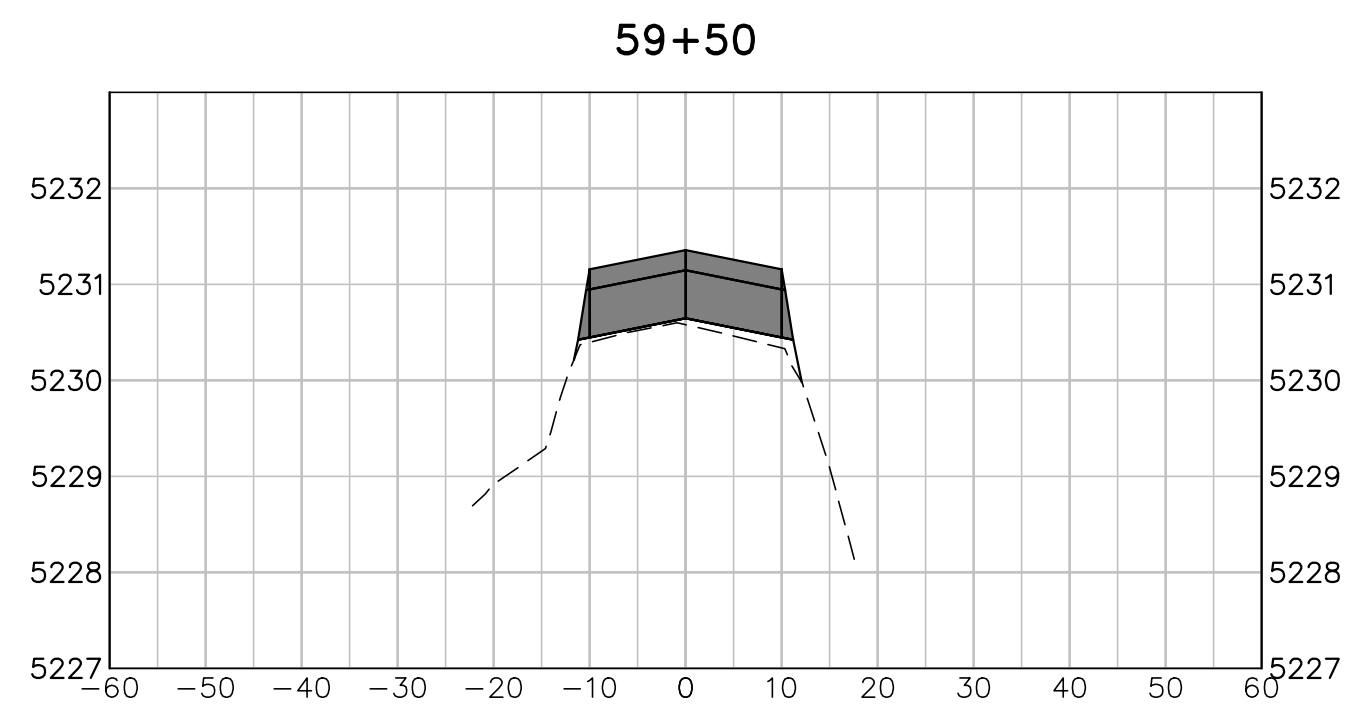
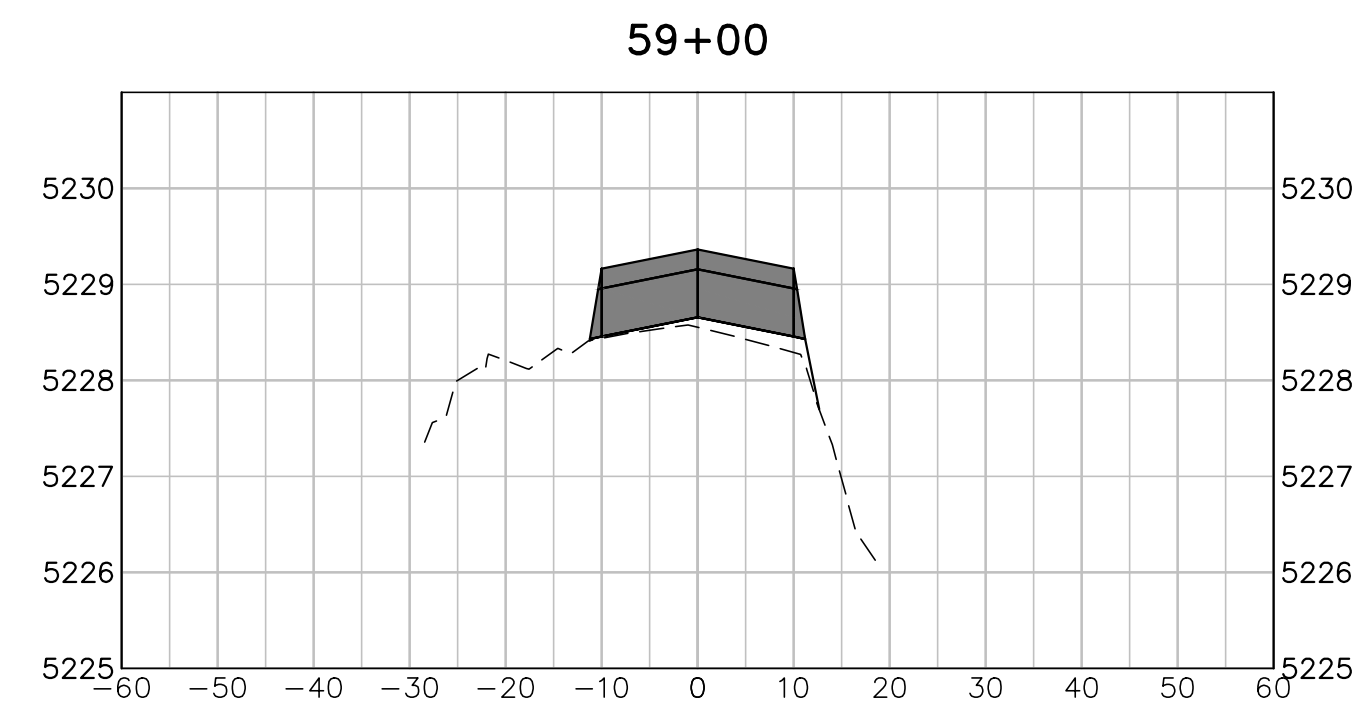
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VERT SCALE: 1"=2'
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: SUPPLEMENTAL

GILA COUNTY – BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

07/12/2018

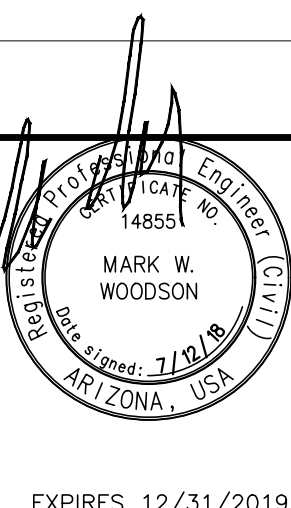
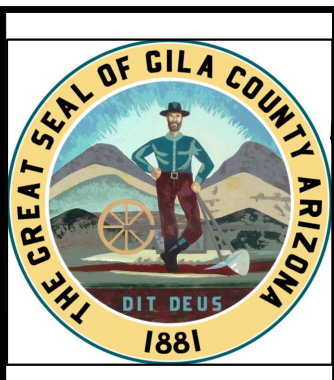
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118901



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FN: Cross Sections

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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

CROSS SECTIONS
STATION 53+00 TO 60+50

HOR SCALE: 1"=20'
VERT SCALE: 1"=2'
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: SUPPLEMENTAL

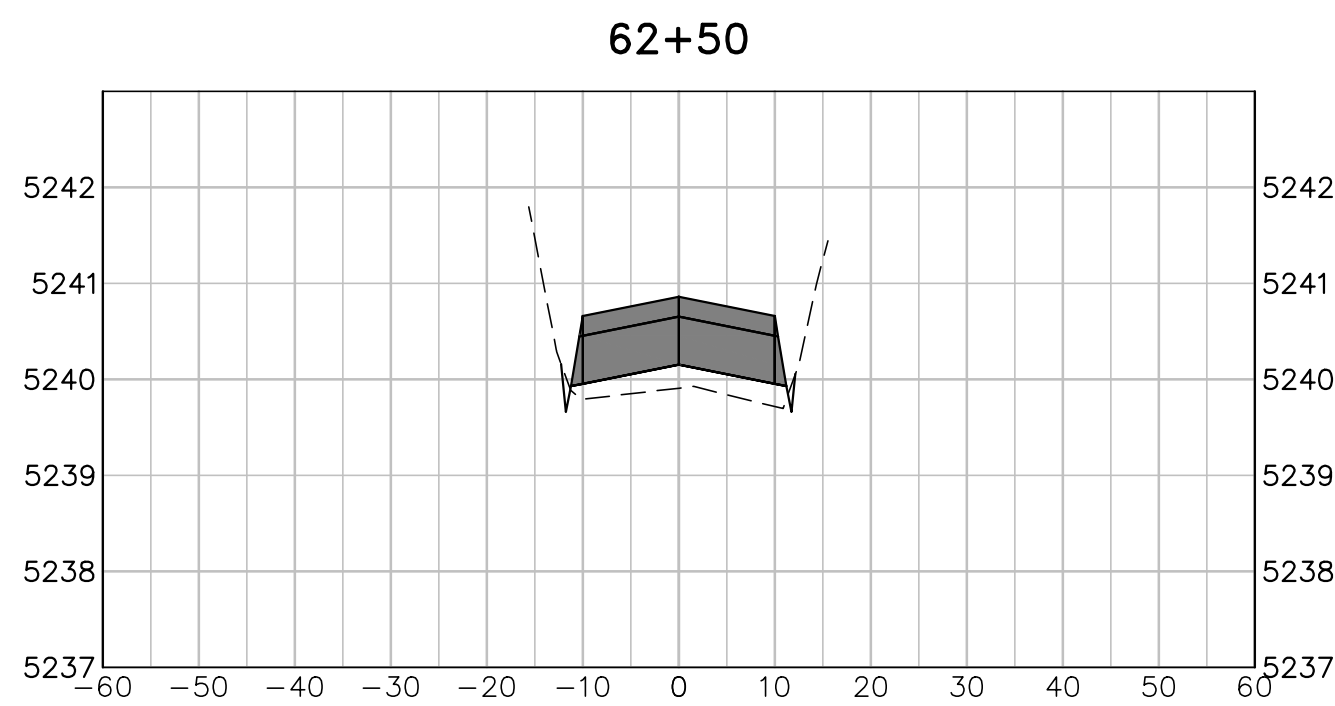
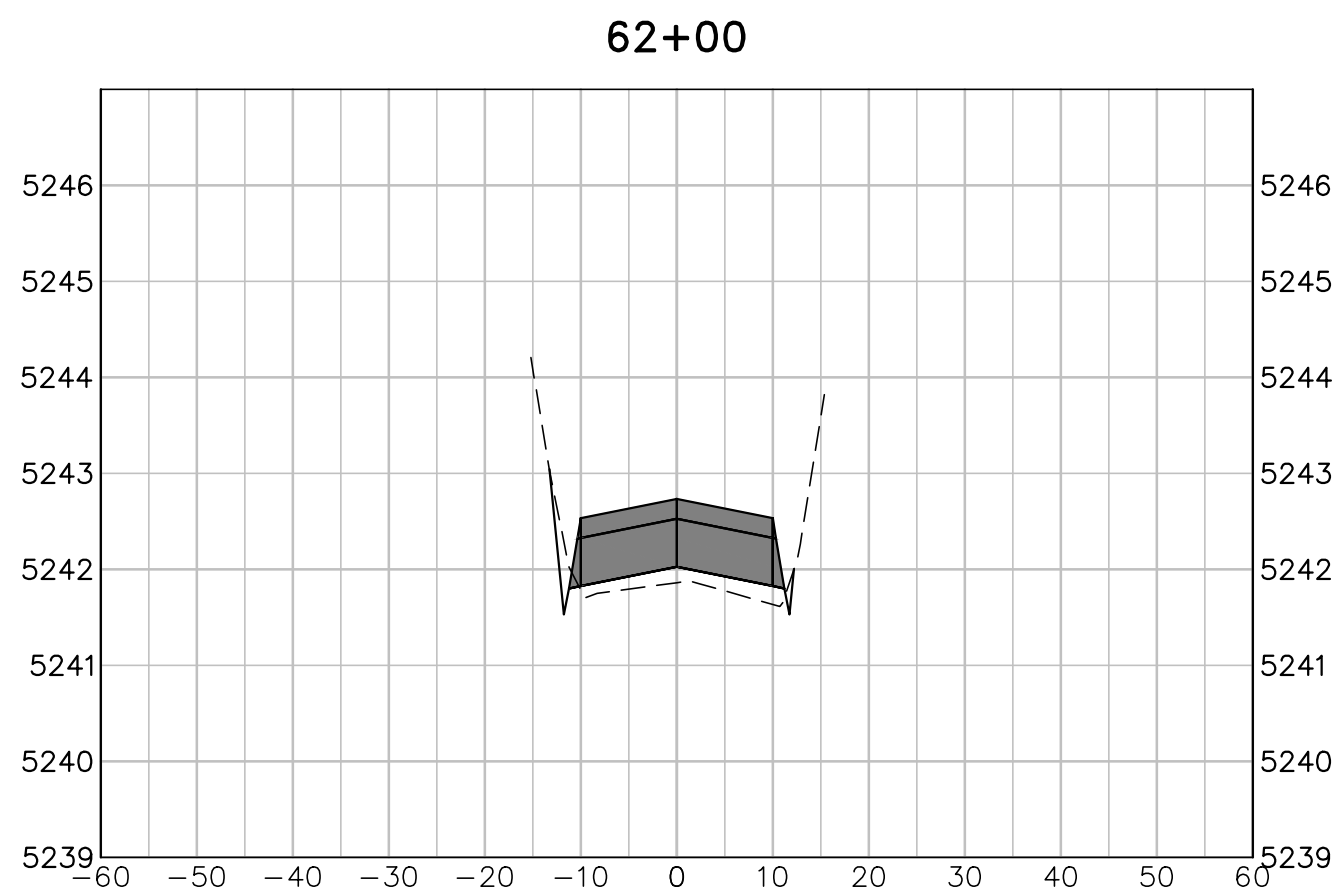
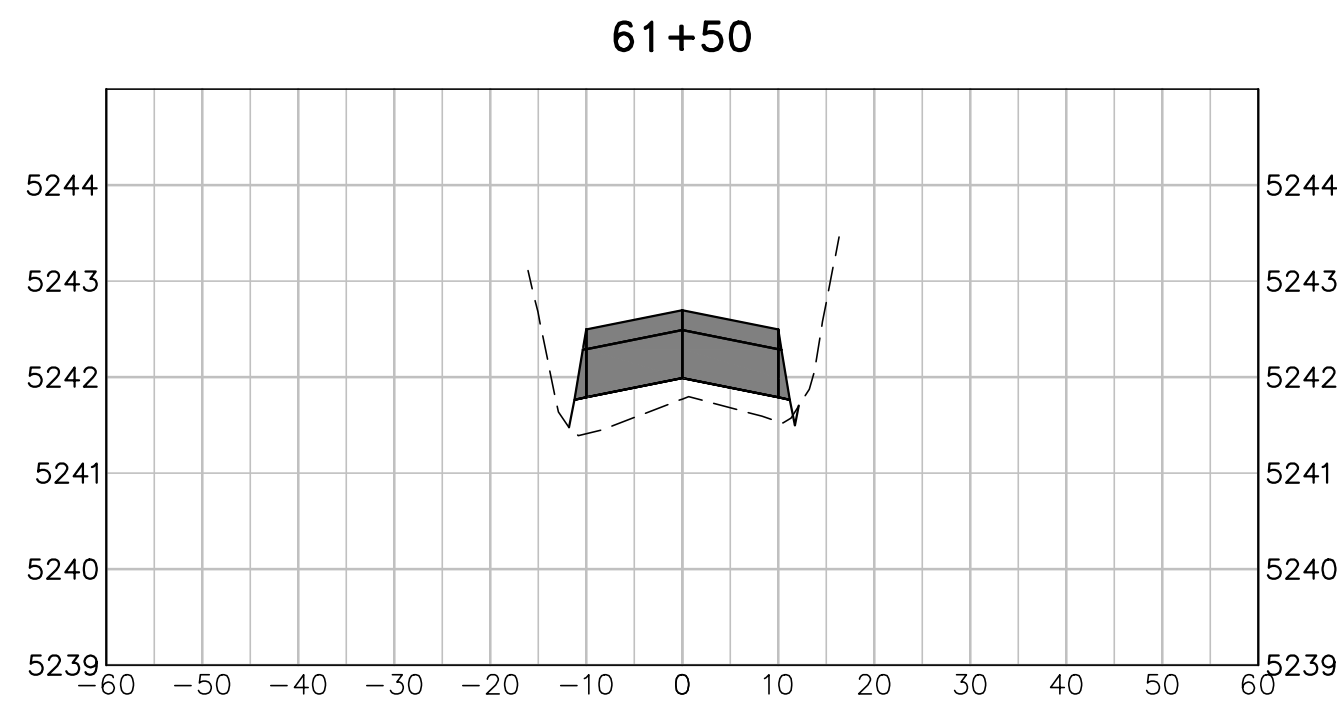
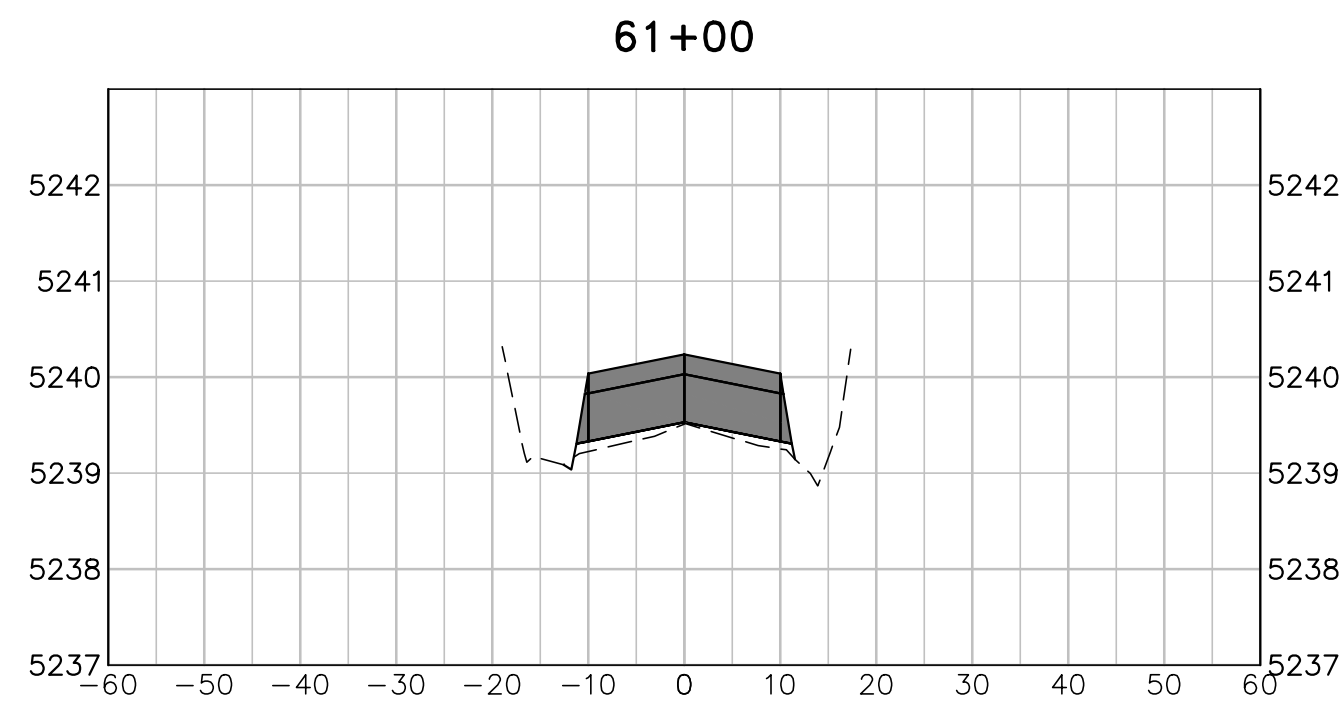
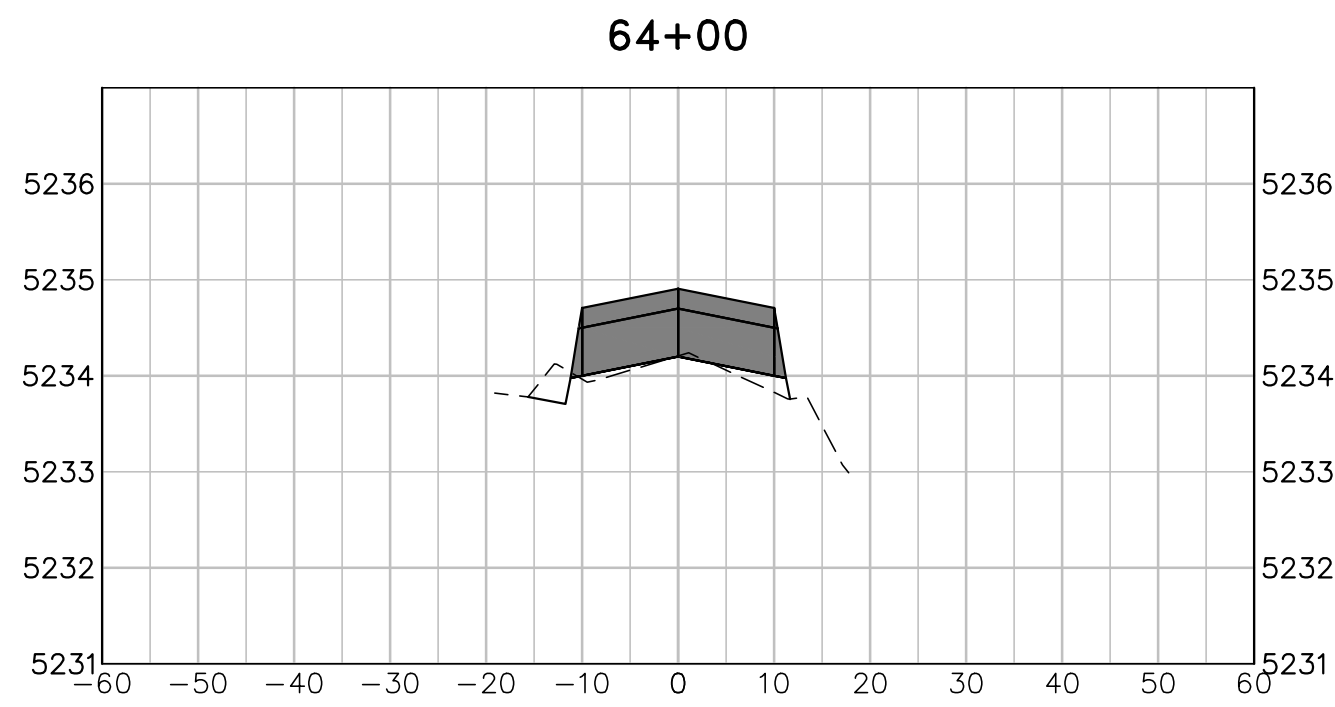
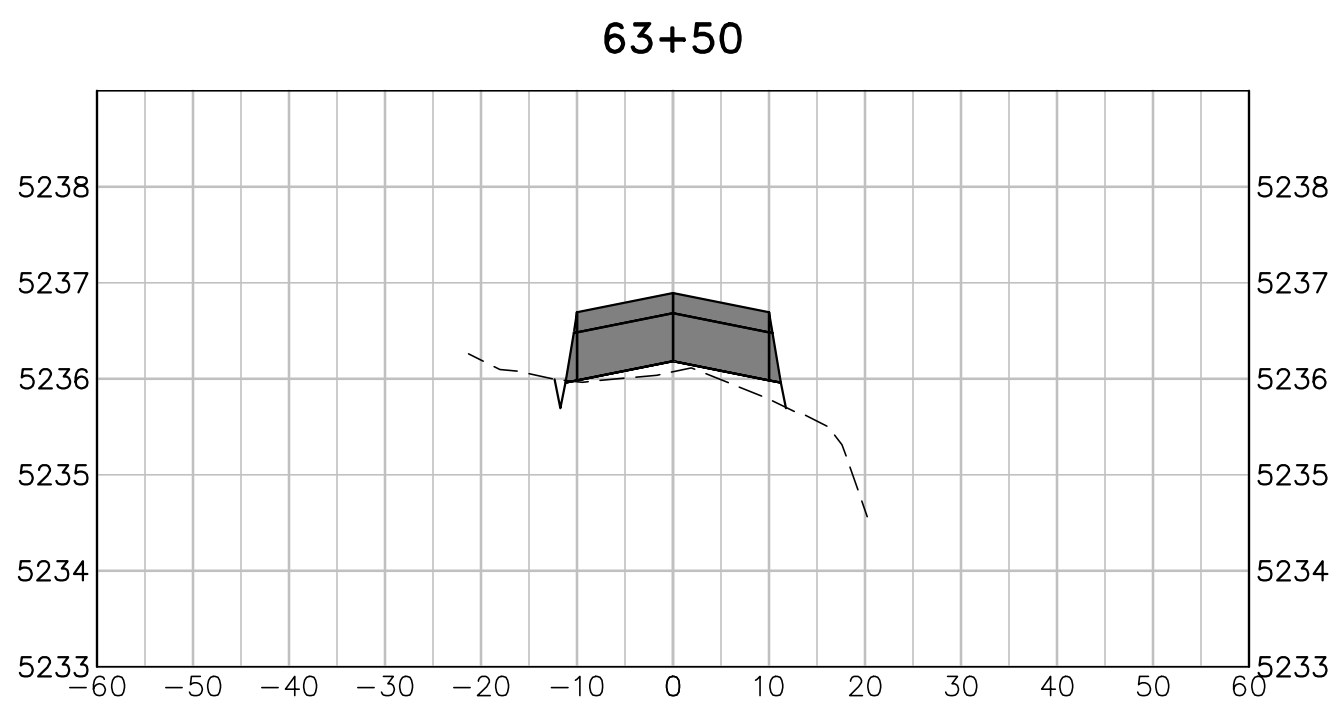
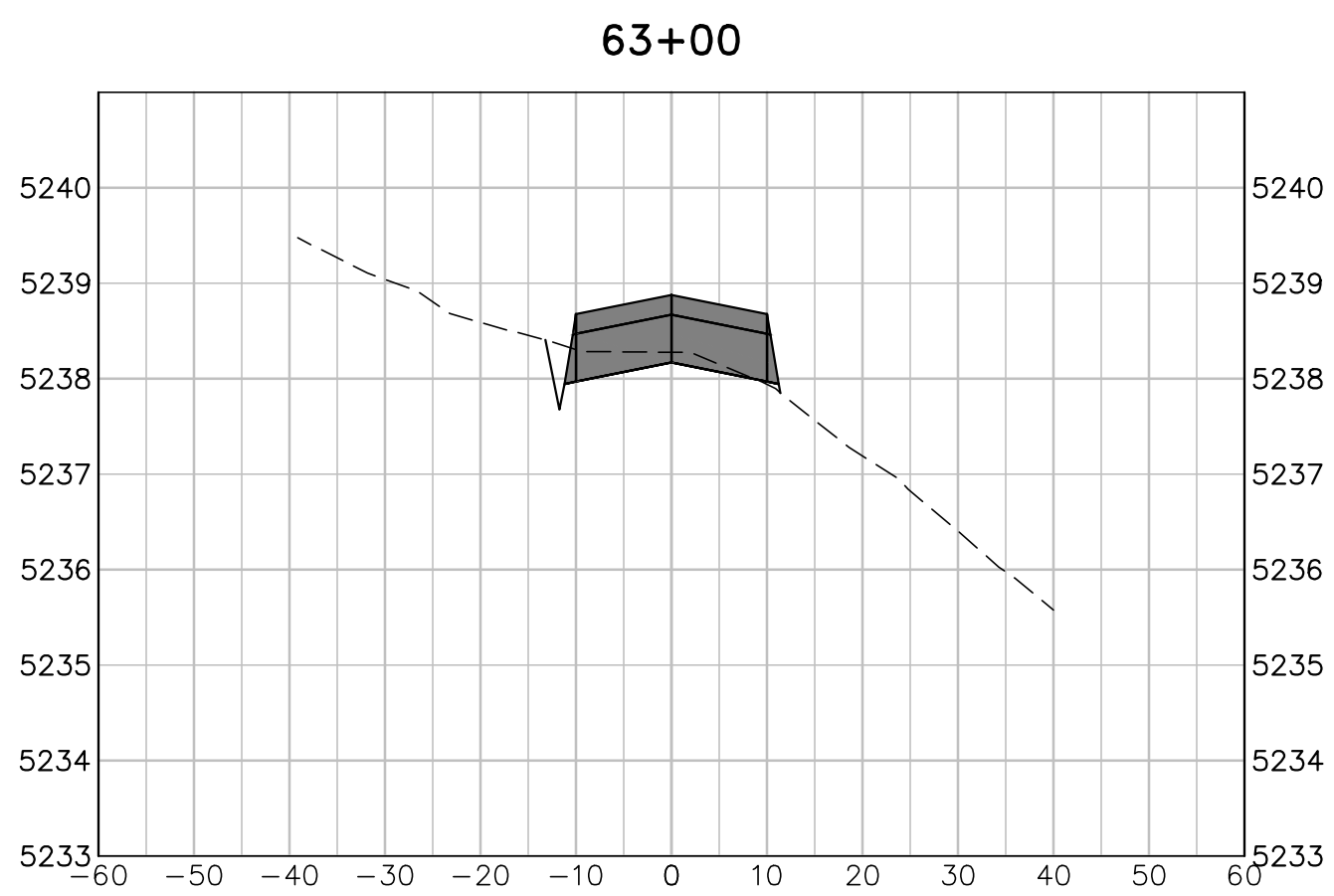
DESIGNED BY: GCE
DRAWN BY: GCE
CHECKED BY: MW

GILA COUNTY – BAKER RANCH ROAD
ROADWAY IMPROVEMENTS
CONSTRUCTION PLANS

07/12/2018

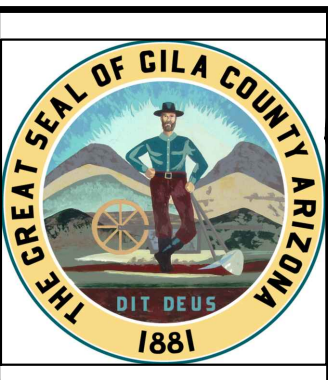
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REVISIONS:	



MARK W. WOODSON
Professional Engineer
No. 148951
Arizona, USA
EXPIRES 12/31/2019

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BAKER RANCH ROAD
ROADWAY IMPROVEMENTS

CROSS SECTIONS
STATION 61+00 TO 64+00

HOR SCALE: 1"=20'
VERT SCALE: 1"=2'
DATE: 3/7/18
PROJECT NO.: 118901
AGENCY NO.:
SHEET NO.: X OF 15

DESIGNED BY: GCE
DRAFTED BY: GCE
CHECKED BY: MW

PLAN HOLDER LIST

GILA COUNTY



08/30/2018-4:00 P.M.

Baker Ranch Road Improvement
Title Project

PLAN HOLDER LIST

072718

FIRM NAME	EMAIL ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Intermountain West	rRANDALL@imwcc.net	602-888-0169	Reese Randall			
Sunland Asphalt	cCHERRY@sunlandasphalt.com	602-639-1247	Chance Cherry			
Roy Haught Excavating	haughtroy@yahoo.com	928-474-2454	Debbie			
Payson Concrete & Materials	pcmpsn@gmail.com	928-474-2231	Tony McDaniels			
RD Sanders Construction	rsanders@msn.com	602-920-9304	Randy Sanders			
Western States Profiling	bgallimore@wspinc.net	602-809-3152	Bryan Gallimore			
Midstate Asphalt	midstateasphalt@yahoo.com	928-978-5728	Paul Randell			
State Contractors	brpave1@hotmail.com	928-978-0440	Buddy Randall			
Blue Book	aphillips@thebluebook.com	855-805-2560 ext 309	Anglea Phillips			

PLAN HOLDER LIST

Dodge Data Analytics	breanna.treto@construction.com	626-737-7447	Breanna Treto			
Cactus Asphalt	jabram@cactusasphalt.com	602-377-5651	Jeff Abram			
Alliance Street Works	ed.alliance@yahoo.com ed@alliancestreetworks.com	928-567-8696	Ed Reddell			
Hatch Construction	eric@hcp-inc.com lynn.hatch@yahoo.com	928-457-6564	Eric Ritz Lynn Hatch			
Regional Pavemaintenance	justin@regionalaz.com	602-677-4870	Justin			
NGU Contracting	ngucontracting@gmail.com	602-694-3301	Jimmy Johnson			
Magnum Civil Constructors	l.plante@mangumgroup.com	602-466-3926	Luke Plante			
Gold Horizon Contracting	goldhorizoncontracting@gmail.com	602-413-2013	Steve Green			
Dalmolin Excavating	dalmolinexc@cableone.com	928-425-2256				
EW Parker Enterprises	wparkerenterprises@hotmail.com	928-978-0902	EW Parker			
Stodghill Excavation	office2@stodghilltrucking.com	928-476-3554				
5d Mining Construction	dusty@live.com	928-200-8697	Ben Dalmolin			
Oddonetto Construction	moddonetto@oddonetto.net	928-425-3605	Michael Oddonetto			
Southern Arizona Paving	jelias@southernazpaving.com	520-745-8181	Joe Elias			

PLAN HOLDER LIST

Black Mountain Excavating	blackmountainexcavating@hotmail.com	928-474-5322	Lori			
J4 Excavating	j4excavating@yahoo.com	928-978-8837				
DD Haught Construction	dd.haught@yahoo.com	928-472-8846	Hooter			
DJ's Companies	djsco50@hotmail.com	928-425-0602	Spiro			
Perkins Cinders	pci@citlink.net	928-537-2008	Brandon			
Combs Construction	patrick@combsaz.com	480-381-1747	Patrick Waters			
Rummel Construction	agribler@rummelconstruction.com	480-222-9922 ext 222	Amber Gribler			
NGU Contracting	john@ngucontracting.com	480-738-9758	John			
Ricor, Inc.	bryan@ricorinc.com	602-437-0202	Bryan Norman			
ABC Asphalt	erica@abcasphalt.com	602-377-1282	Dave			
Tiffany Construction	jtiffany@tiffanyconst.com	928-322-4447	Boomer			
Pima Paving	reggie@pimapaving.com	520-888-2820	Reggie West			
Bear Ridge Industries	bearridgeind@gmail.com	928-363-1323	Liz			
Earth Resources Corp	gary@ercarizona.com	928-775-2795	Gary Shurtz			

PLAN HOLDER LIST

Earth Resources Corp	ww05th@yahoo.com	928-775-2795				
ViaSun Corp	rolando@viasuncorp.com	480-268-9669	Rolando Perez-President			
VSS International	vssiestimating@slurry.com	916-373-1500	Jeff Reed-President			

ARF-5091

Regular Agenda Item 2. E.

Regular BOS Meeting

Meeting Date: 09/18/2018

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Receive and Accept Board of Equalization Hearing Officer H. Charles Johnson's recommendations regarding 2019 Notice of Valuation Appeal Hearings

Background Information

The Arizona Revised Statutes (A.R.S.) require that each year the Assessor issue Notice of Value cards to every property owner in Gila County. Property owners who disagree with the Assessor's valuation of their property can follow a process outlined in the A.R.S. to appeal the Assessor's valuation. The process starts with appealing directly to the Assessor. After meeting with the Assessor, if the property owner is still not satisfied, the property owner can appeal to the Board of Equalization.

The Board of Supervisors appointed a hearing officer to conduct the hearings and make recommendations to the Board of Equalization. All petitions that meet the A.R.S. requirements are scheduled for hearings. Hearings can be conducted in person or "on the record" if the property owner cannot be present. If the property owner cannot be present, the Hearing Officer considers the written information submitted by the property owner and written information submitted by the Assessor's staff.

Prior to the start of the hearing, the property owner and Assessor's staff are sworn in by the Clerk of the Board. The Hearing Officer announces the parcel number for each hearing and explains the hearing process to the property owner. By Arizona law, the property owner has the burden of proof. The Hearing Officer takes testimony from the property owner first. The Hearing Officer may ask clarification questions and the Assessor's staff is able to ask questions of the property owner. The Assessor's staff presents testimony and evidence second. This information is provided in written form explaining the Assessor's position on the property's valuation. A copy of this information is given to the property owner and the Hearing Officer at the hearing. The Hearing Officer may ask clarification questions and the property owner is given an opportunity to

ask questions or rebut evidence from the Assessor's staff.

The A.R.S. allows the Assessor or property owners who are dissatisfied with the valuation or classification of the property as fixed by the County Board to appeal directly to Tax Court.

Evaluation

This year the Clerk of the Board received 6 petitions for Review of Property Valuation to set for hearings. Those petitions included appeals for 13 parcels.

Petitions Appealed to the BOE Level:	6
Parcels Appealed to the BOE Level:	13
Parcels Denied a Hearing:	0
Parcels with No Change in Value:	1
Parcels with Decrease:	12

Conclusion

The Board of Supervisors acting as the Board of Equalization needs to vote to accept the Hearing Officer's recommendations for valuation review for tax year 2019 for hearings that were conducted on August 20, 2018.

The County Board of Equalization is required to decide all Petitions for Review of Valuation before October 15th of each year.

Per contractual agreement between Mr. Johnson and the Board, the Board's review of the hearing officer's decision is limited. The County receives the decision of the Hearing Officer and shall uphold the decision of the Hearing Officer unless there is substantiated evidence presented to the Board of Equalization that the procedures for the hearing were not followed, state law was violated or there is no evidence from the record to substantiate the Hearing Officer's decision.

Recommendation

The Board of Equalization is requested to receive and accept the BOE Hearing Officer's recommendation for Petition for Review of Property Valuation for Tax Year 2019 hearings conducted on August 20, 2018, per the attached spreadsheet.

Suggested Motion

(Adjourn as the Gila County Board of Supervisors and convene as the Gila County Board of Equalization.)

Information/Discussion/Action to receive and accept Board of Equalization Hearing Officer H. Charles Johnson's recommendation for Petition for Review of Property Valuation for Tax Year 2019 hearings conducted on August 20, 2018. **(Marian Sheppard) (Adjourn as the Gila County Board of Equalization and reconvene as the Gila County Board of Supervisors.)**

Attachments

BOE Hearing Officer's Report

BOE Spreadsheet 8-20-18

H. Charles Johnson, J.D.

Hearing Officer, & Mediation Specialist
211 N Florence Street, Casa Grande, AZ 85122
Tel 520-836-6201 Tel 480-782-9291
PO Box 971, Queen Creek, AZ 85142
Fax 480-782-8409
e-mail: hchuckjohnson@gmail.com

September 3, 2018

Gila County Board of Equalization
Ms. Marian Sheppard, Clerk
Clerk of the Board
1400 E Ash Street
Globe, AZ 85501

Dear Honorable Board Members,

Regarding 2019 Notice of Valuation Appeal Hearings which were conducted on Monday August 20, 2018 in the Board Hearing room in Globe.

There were 6 Petitions filed for hearings that involved approx. 13 parcels. Each petitioner was sworn by the Clerk and each hearing provided an opportunity for the petitioner to provide an opening statement, introduce evidence and call witnesses in accordance with the applicable statute.

The Assessor's office was present and afforded the opportunity to respond to the petitioner's claim(s) and provide the assessor's logic and reasoning for their decision should the office choose.

The Petitioners were given the opportunity for final and closing remarks before the Hearing Officer rendered a decision of, "Full Cash Value" as defined by statute. Both parties were informed of their right to appeal and the process for appeal was explained.

The decisions have been prepared and sent out by the clerk to all parties. The 2019 Notice of Valuation Appeals were then concluded, and the meeting was adjourned.

Thank you for the opportunity to serve.

I remain respectfully yours,



H. Charles Johnson, MBA, J.D.
Hearing Officer

**Hearing Officer H. Charles Johnson's, to the Gila County Board of Equalization, Recommendations for Petition for
Review of Property Valuation for Tax Year 2019 - Conducted on August 20, 2018**

Petitioner	Parcel No.	Hearing Officer Decision	Full Cash Value	Limited Property Value	Class	Ratio
Trout, Tina	301-28-019	2	\$460,662	\$460,662	4.1	10%
Bezozo, Spencer	301-64-198A	2	\$266,155	\$266,155	4.1	10%
Stedronsky, Thomas	205-36-077B	3	\$16,000	\$15,180	02R	15%
Feldbaumer, David	302-95-009	3	\$52,000	\$30,205	02R	15%
	302-95-010	3	\$52,000	\$30,205	02R	15%
	302-95-011	3	\$52,000	\$30,205	02R	15%
	302-95-013	3	\$52,000	\$30,205	02R	15%
	302-95-014	3	\$52,000	\$30,205	02R	15%
	302-95-016	3	\$62,000	\$33,692	02R	15%
	302-95-017	3	\$62,000	\$33,692	02R	15%
	302-95-018	3	\$62,000	\$33,692	02R	15%
Wilt, Glenn	208-03-049A	1	\$87,555	\$80,864	4.2	10%
	208-03-228	2	\$53,827	\$53,827	1.12	18%
Slone, Leslie	303-30-010	2	\$174,553	\$174,533	3	10%

Decisions:

- 1) No Change**
- 2) Upheld Assessor's Revised Opinion of Value**
- 3) Decrease**

ARF-5083

Consent Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 09/18/2018

Reporting Period: August 1, 2018 through August 31, 2018

Submitted For: Amber Warden, Accounting Manager

Submitted By: Amber Warden, Accounting Manager

Information

Subject

Finance reports/demands/transfers for the reporting period of August 1, 2018 through August 31, 2018.

Suggested Motion

Approval of finance reports/demands/transfers for the reporting period of August 1, 2018, through August 31, 2018.

Attachments

FR-08-01-18 to 08-31-18

FR-08-01-18 to 08-31-18 - Voids

Payment Register

From Payment Date: 8/1/2018 - To Payment Date: 8/31/2018

Number	Date	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable			
<u>Check</u>			
291560	08/01/2018	ARIZONA LOCAL GOVERNMENT	\$458,682.64
291561	08/01/2018	EMPLOYEE BENEFIT TRUST Central Arizona Association of	\$9,278.49
291562	08/01/2018	CenturyLink	\$468.82
291563	08/01/2018	CRM of America LLC	\$2,219.90
291564	08/01/2018	DEBRIGIDA LAW OFFICES PLLC	\$6,880.00
291565	08/01/2018	IHRIG, FELICIA	\$288.00
291566	08/01/2018	VERIZON WIRELESS	\$18,939.71
291567	08/06/2018	Advanced Controls Corporation	\$840.00
291568	08/06/2018	ALLIANT GAS LLC	\$188.73
291569	08/06/2018	Arizona Center for Hand Surgery PC	\$32.98
291570	08/06/2018	Arizona Department of Public Safety	\$67.00
291571	08/06/2018	ARIZONA PUBLIC SERVICE	\$721.00
291572	08/06/2018	ATWELL LLC	\$17,801.44
291573	08/06/2018	AXIS FORENSIC TOXICOLOGY INC	\$245.00
291574	08/06/2018	AZ FREELANCE INTERPRETING	\$845.00
291575	08/06/2018	Banner - University Medical Group	\$1,750.00
291576	08/06/2018	Bernays, Michael, B	\$7,673.00
291577	08/06/2018	Biltmore Psychiatric Group, PLLC ,	\$500.00
291578	08/06/2018	Blueline Services LLC	\$126.00
291579	08/06/2018	BOOK SYSTEMS INC	\$40,710.00
291580	08/06/2018	Byrum, Susan, K	\$750.00
291581	08/06/2018	CDW Government	\$1,336.45
291582	08/06/2018	CenturyLink	\$544.23
291583	08/06/2018	City of Globe	\$5,725.65
291584	08/06/2018	CREDIT CARD REVOLVING FUND	\$25,890.20
291585	08/06/2018	Dell Marketing LP	\$4,476.80
291586	08/06/2018	Dream Manor Inn, LLC	\$2,119.19
291587	08/06/2018	Earth Mover Tire Sales, Inc.	\$3,908.24
291588	08/06/2018	ELECTION SYSTEMS & SOFTWARE	\$6,565.90
291589	08/06/2018	Empire Machinery	\$1,202.54

Payment Register

From Payment Date: 8/1/2018 - To Payment Date: 8/31/2018

291590	08/06/2018	EnvisionWare, Inc.	\$3,296.56
291591	08/06/2018	ERICKSON, GAVIN	\$100.00
291592	08/06/2018	FedEx	\$11.09
291593	08/06/2018	Freeman, Michael, L.	\$6,454.00
291594	08/06/2018	GALE	\$114.27
291595	08/06/2018	Geiser, Raymond	\$13,905.77
291596	08/06/2018	Gila County Government	\$2,619.99
291597	08/06/2018	Gila County Government	\$4,008.27
291598	08/06/2018	Gila Sweeping LLC	\$325.00
291599	08/06/2018	GlaxoSmithKline	\$12,407.60
291600	08/06/2018	Globalstar USA LLC	\$870.23
291601	08/06/2018	GOLDFIELD CARDIOVASCULAR INSTITUTE LLC	\$195.62
291602	08/06/2018	HOV Services Inc.	\$1,075.00
291603	08/06/2018	JaLin Enterprises Inc.	\$661.60
291604	08/06/2018	JP MORGAN CHASE ACH DEPOSIT	\$309.24
291605	08/06/2018	KELL, DAVID, C	\$62.50
291606	08/06/2018	Kino Floors & Interiors LLC	\$1,310.22
291607	08/06/2018	Konica Minolta Business Solutions USA Inc.	\$2,469.16
291608	08/06/2018	Law Office of Jonathan L. Warshaw P.C.	\$6,979.75
291609	08/06/2018	Law Offices of Daniel Thulin, LLC	\$4,000.00
291610	08/06/2018	LCEO LLC	\$2,725.00
291611	08/06/2018	LEE, MARILYN	\$100.00
291612	08/06/2018	LEVERANCE, EMILY	\$311.61
291613	08/06/2018	McCreary Group	\$488.40
291614	08/06/2018	McKesson Medical Surgical	\$240.50
291615	08/06/2018	McSpadden Ford Inc.	\$63,029.50
291616	08/06/2018	MDC Electrical Contractor LLC	\$1,225.13
291617	08/06/2018	MIDDLETON, MICHELE	\$71.20
291618	08/06/2018	MTE Communications	\$304.09
291619	08/06/2018	Nan McKay & Associates, Inc.	\$60.00
291620	08/06/2018	Norment Security Group, Inc.	\$1,200.00
291621	08/06/2018	Office Depot	\$97.21
291622	08/06/2018	Old Main Storage	\$90.59

Payment Register

From Payment Date: 8/1/2018 - To Payment Date: 8/31/2018

291623	08/06/2018	Ortiz, P.C., Anna , C.	\$8,375.00
291624	08/06/2018	Payson Roundup	\$53.93
291625	08/06/2018	PAYSON WATER DEPT	\$931.08
291626	08/06/2018	Phoenix Tire Inc.	\$1,454.38
291627	08/06/2018	POWELL, TERRI, L	\$300.00
291628	08/06/2018	PROQUEST LLC	\$1,050.71
291629	08/06/2018	Queen Creek Law Firm	\$2,154.00
291630	08/06/2018	RAZOR THIN MEDIA LLC	\$7,500.00
291631	08/06/2018	Right Away Disposal	\$438.00
291632	08/06/2018	RIM COMMUNICATIONS	\$1,283.00
291633	08/06/2018	Rim Country Quilt Roundup	\$2,000.00
291634	08/06/2018	Rim Country Regional Chamber of Commerce	\$60.00
291635	08/06/2018	RIPPLE, DENICE	\$911.20
291636	08/06/2018	SALT RIVER PROJECT	\$1,278.83
291637	08/06/2018	Samaritan Veterinary Center	\$136.74
291638	08/06/2018	San Carlos Apache Tribe	\$476.63
291639	08/06/2018	SC FUELS	\$33,798.70
291640	08/06/2018	Schell , Steven, W	\$1,000.00
291641	08/06/2018	Schendel Pest Control	\$57.75
291642	08/06/2018	Sentinel Technologies, Inc.	\$2,566.29
291643	08/06/2018	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	\$68.06
291644	08/06/2018	SMITH MEDICAL PARTNERS LLC	\$39.83
291645	08/06/2018	SOUTHWEST GAS	\$1,244.38
291646	08/06/2018	SOUTHWEST GAS	\$867.26
291647	08/06/2018	SPARKLETTS	\$1,264.75
291648	08/06/2018	STANDIFIRD, BARRY	\$9,582.05
291649	08/06/2018	SUDDENLINK	\$3,675.92
291650	08/06/2018	Tonto Basin Chamber of Commerce	\$25.00
291651	08/06/2018	TOWN OF PAYSON	\$23,250.00
291652	08/06/2018	Triplet Mountain Communications, Inc.	\$8,842.90
291653	08/06/2018	UNIFIRST CORPORATION	\$62.76
291654	08/06/2018	UPHOLSTERY STATION	\$295.81
291655	08/06/2018	US POSTAL SERVICE POSTAGE BY PHONE	\$2,616.00

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291656	08/06/2018	VEGA, LILLIE	\$12.50
291657	08/06/2018	Waters Sparkletts of Payson	\$187.50
291658	08/06/2018	WEST PAYMENT CENTER	\$2,519.46
291659	08/06/2018	Woodson Engineering & Surveying Inc.	\$5,607.00
291660	08/06/2018	WOWZA LLC	\$6,666.66
291661	08/06/2018	YORK, BREENA, L	\$3,605.00
291662	08/06/2018	JP MORGAN CHASE FICA EE	\$98.96
291663	08/06/2018	JP MORGAN CHASE FICA ER	\$98.96
291664	08/06/2018	JP MORGAN CHASE MEDICARE EE	\$23.15
291665	08/06/2018	JP MORGAN CHASE MEDICARE ER	\$23.15
291666	08/07/2018	Globe Miami Times,	\$569.81
291667	08/07/2018	Payson Roundup	\$875.50
291669	08/10/2018	AMERICAN FAMILY LIFE ASSURANCE	\$5,268.64
291670	08/10/2018	ARIZONA LOCAL GOVT EMPLOYEE	\$222,604.56
291671	08/10/2018	ARIZONA STATE RETIREMENT	\$164,280.94
291672	08/10/2018	AZCOPS	\$40.50
291674	08/10/2018	COLONIAL SUPPLEMENTAL	\$6,272.85
291675	08/10/2018	CORRECTIONS OFFICER	\$38,931.25
291676	08/10/2018	DEBT MANAGEMENT SERVICES	\$103.26
291677	08/10/2018	DELTA MANAGEMENT ASSOCIATES	\$423.01
291678	08/10/2018	ELECTED OFFICIALS DEFINED	\$18.72
291679	08/10/2018	ELECTED OFFICIALS RETIREMENT	\$18,119.37
291680	08/10/2018	EORP LEGACY	\$1,997.77
291681	08/10/2018	FRATERNAL ORDER OF POLICE	\$131.20
291682	08/10/2018	GILSBAR FSA	\$948.83
291683	08/10/2018	GILSBAR HSA	\$2,110.41
291684	08/10/2018	JP MORGAN CHASE DOR	\$26,766.43
291685	08/10/2018	JP MORGAN CHASE FEDERAL TAX	\$68,893.52
291686	08/10/2018	JP MORGAN CHASE FICA EE	\$57,878.34
291687	08/10/2018	JP MORGAN CHASE FICA ER	\$57,878.34
291688	08/10/2018	JP MORGAN CHASE MEDICARE EE	\$13,612.12
291689	08/10/2018	JP MORGAN CHASE MEDICARE ER	\$13,612.11
291690	08/10/2018	METLIFE	\$240.00

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291691	08/10/2018	MODERN WOODMEN OF AMERICA	\$33.55
291692	08/10/2018	NATIONWIDE RETIREMENT	\$5,309.50
291693	08/10/2018	SOLUTIONS NATIONWIDE TRUST Co FBO NRS	\$1,047.85
291694	08/10/2018	NORTHERN ARIZONA LAW	\$332.50
291695	08/10/2018	ENFORCEMENT ASSOC PUBLIC SAFETY PERSONNEL	\$59,773.71
291696	08/10/2018	RETIREMENT SYSTEM SECURITY BENEFIT GROUP	\$1,290.00
291697	08/10/2018	SUPPORT PAYMENT	\$1,703.78
291698	08/10/2018	CLERKINGHOUSE THUNDERBIRD COLLECTION SPEC	\$143.12
291699	08/10/2018	INC TX CHILD SUPPORT SDU	\$8.50
291700	08/10/2018	WADDELL & REED	\$809.50
291701	08/09/2018	TOBIN, MARY, L	\$655.02
291702	08/10/2018	Blueline Services LLC	\$171.00
291703	08/13/2018	ABOU SALEH, RAHIL	\$116.59
291704	08/13/2018	Arizona Department of Administration	\$1,132.10
291705	08/13/2018	ARIZONA PLANNING AND	\$1,402.20
291706	08/13/2018	ADULT CARE SOLUTIONS ARIZONA PUBLIC SERVICE	\$499.84
291707	08/13/2018	Arizona Supreme Court	\$3,070.00
291708	08/13/2018	Atomic Pest Control LLC	\$522.50
291709	08/13/2018	AXIS FORENSIC TOXICOLOGY INC	\$500.00
291710	08/13/2018	Banner - University Medical Group	\$300.00
291711	08/13/2018	BARNET DULANEY PERKINS EYE	\$99.67
291712	08/13/2018	CENTER Byrum, Susan, K	\$1,125.00
291713	08/13/2018	Cable One	\$424.78
291714	08/13/2018	Cardinal Health	\$1,365.20
291715	08/13/2018	CASTANEDA, JOSEPH	\$225.00
291716	08/13/2018	Center for Disease Detection, LLC	\$148.70
291717	08/13/2018	CenturyLink	\$431.29
291718	08/13/2018	CenturyLink Business Services	\$2,316.26
291719	08/13/2018	Chambers, Bryan, B	\$753.21
291720	08/13/2018	Charm Tex	\$17,180.00
291721	08/13/2018	City of Globe	\$8,175.07
291722	08/13/2018	CLINE, STEPHEN, M	\$100.00
291723	08/13/2018	Cobre Valley Regional Medical Center	\$644.78

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291724	08/13/2018	COLLINS & COLLINS LLP	\$2,000.00
291725	08/13/2018	COMMERCIAL CARD SOLUTIONS	\$203,063.12
291726	08/13/2018	CREDIT CARD REVOLVING FUND	\$27,937.56
291727	08/13/2018	CRM of America LLC	\$7,120.15
291728	08/13/2018	Crooked Sky Works	\$240.00
291729	08/13/2018	DJ's Companies, Inc.	\$106.60
291730	08/13/2018	Duke Development & Builders, LLC	\$550.00
291731	08/13/2018	Earth Mover Tire Sales, Inc.	\$176.56
291732	08/13/2018	Elledge, Samantha, S	\$5,600.00
291733	08/13/2018	Emily Danies Attorney at Law, LLC	\$6,576.41
291734	08/13/2018	Empire Machinery	\$177.75
291735	08/13/2018	ENCYCLOPAEDIA BRITANNICA INC	\$323.92
291736	08/13/2018	ERICKSON, GAVIN	\$100.00
291737	08/13/2018	Experian	\$32.00
291738	08/13/2018	Fabok, Glinda, S	\$247.30
291739	08/13/2018	FedEx	\$6.59
291740	08/13/2018	Fischione, Mark, A	\$15,530.00
291741	08/13/2018	Flores & Clark, LLC	\$7,425.00
291742	08/13/2018	Gila County Government	\$272.41
291743	08/13/2018	Gila County Government	\$3,002.51
291744	08/13/2018	Globalstar USA LLC	\$317.28
291745	08/13/2018	Green Valley Apartments	\$500.00
291746	08/13/2018	Griffin's Propane	\$1,926.45
291747	08/13/2018	Hillyard INC	\$3,348.33
291748	08/13/2018	Hog Creek Towing & Impound Yard, Inc	\$302.50
291749	08/13/2018	JaLin Enterprises Inc.	\$661.60
291750	08/13/2018	Jani-Serv, Inc	\$4,344.39
291751	08/13/2018	Jones Attorney at Law, PLLC , Stephen,	\$4,177.10
291752	08/13/2018	Konica Minolta Business Solutions	\$1,195.32
291753	08/13/2018	Laboratory Corporation of America	\$696.13
291754	08/13/2018	Law Office of John S. Perlman, LLC	\$575.00
291755	08/13/2018	Law Offices of David W. Bell	\$3,122.00
291756	08/13/2018	LEE, MARILYN	\$130.00

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291757	08/13/2018	LSH Lights	\$7,624.86
291758	08/13/2018	MADRID, ANDREW	\$225.00
291759	08/13/2018	Martinez, Lori	\$201.36
291760	08/13/2018	MATA, SABAN	\$225.00
291761	08/13/2018	Medical Diagnostic Imaging Group, Ltd.	\$114.92
291762	08/13/2018	Melvin, Cathy	\$126.99
291763	08/13/2018	Multitech	\$135.00
291764	08/13/2018	NELSON, TIMOTHY	\$6,979.00
291765	08/13/2018	Nolan Court Services	\$150.00
291766	08/13/2018	NORWOOD EQUIPMENT INC	\$1,235.87
291767	08/13/2018	Oasis Printing & Banners	\$27.11
291768	08/13/2018	Office Depot	\$1,245.81
291769	08/13/2018	Payson Carquest	\$1,370.00
291770	08/13/2018	PAYSON JUSTICE COURT	\$541.21
291771	08/13/2018	Payson Rodeo Committee, Inc.	\$1,400.00
291772	08/13/2018	Payson Rodeo Committee, Inc.	\$500.00
291773	08/13/2018	Payson Roundup	\$3,227.66
291774	08/13/2018	PHOENIX INTERNET & WYDEBEAM	\$49.99
291775	08/13/2018	Phoenix Tire Inc.	\$1,365.38
291776	08/13/2018	Pinal County	\$15,400.00
291777	08/13/2018	Postnet	\$49.32
291778	08/13/2018	Quality Pumping	\$180.61
291779	08/13/2018	R&M Repeater	\$673.32
291780	08/13/2018	Redburn Tire Company	\$9,878.52
291781	08/13/2018	Redwood Toxicology Laboratory, Inc.	\$198.75
291782	08/13/2018	RIPPLE, DENICE	\$845.50
291783	08/13/2018	RIVES, LARRY, LEROY	\$990.00
291784	08/13/2018	Rodriguez Constructions, Inc.	\$18,537.50
291785	08/13/2018	RWC International, LTD	\$829.13
291786	08/13/2018	SC FUELS	\$17,398.70
291787	08/13/2018	SCALES, GARY, V	\$330.48
291788	08/13/2018	SCALES, RAMONA	\$552.37
291789	08/13/2018	SHAW, JEAN, TURNEY	\$230.00

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291790	08/13/2018	SIENNA COUNSELING AND	\$2,080.00
291791	08/13/2018	CONSULTING INC SPOK INC	\$198.52
291792	08/13/2018	State of Arizona	\$9.00
291793	08/13/2018	STERICYCLE, INC.	\$100.00
291794	08/13/2018	TELECHECK INTERNATIONAL, INC	\$90.00
291795	08/13/2018	THE MASTER'S TOUCH LLC	\$666.63
291796	08/13/2018	THE MASTER'S TOUCH LLC	\$30.53
291797	08/13/2018	THE MASTER'S TOUCH LLC	\$160.00
291798	08/13/2018	THERMO FLUIDS INC	\$58.85
291799	08/13/2018	Tim's Tire , LLC	\$1,850.00
291800	08/13/2018	TIOGA ENERGY, INC	\$4,933.16
291801	08/13/2018	TOWN OF PAYSON	\$250.00
291802	08/13/2018	Tyler Technologies, Inc.	\$125.00
291803	08/13/2018	UNIFIRST CORPORATION	\$114.24
291805	08/13/2018	US Imaging Inc.	\$202.16
291806	08/13/2018	Valle Del Sol Inc	\$200.00
291807	08/13/2018	VERIZON WIRELESS	\$1,226.03
291808	08/13/2018	WASTE MATTERS AND RECYCLING	\$260.70
291809	08/13/2018	LLC Waters Sparkletts of Payson	\$391.05
291810	08/13/2018	WHITE, SARAH, A	\$42.50
291811	08/13/2018	WIST OFFICE PRODUCTS COMPANY	\$1,837.15
291812	08/13/2018	Woodson Engineering & Surveying Inc.	\$3,268.55
291813	08/13/2018	WORTMAN, KENNETH, L	\$25.90
291814	08/13/2018	WRIGHT, TIMOTHY	\$743.58
291815	08/13/2018	PEREZ, MONIQUE	\$35.00
291816	08/14/2018	State of Arizona	\$117,767.00
291817	08/16/2018	BERRY, JIM, A	\$24.00
291818	08/16/2018	Blackstone Security Services, Inc.	\$10,368.40
291819	08/16/2018	BROWN & ASSOCIATES CERTIFIED	\$566.35
291820	08/16/2018	INSPECTION SERVICE INC CenturyLink	\$2,247.64
291821	08/16/2018	Copper Hills Veterinary Services, PLLC	\$2,219.93
291822	08/16/2018	CREDIT CARD REVOLVING FUND	\$36,592.91
291823	08/16/2018	DJ's Companies, Inc.	\$196.14

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291824	08/16/2018	O'Neil Printing Inc.	\$800.00
291825	08/16/2018	Yavapai County Government	\$22,500.00
291826	08/17/2018	ARIZONA ASSOCIATION OF COUNTY	\$3,500.00
291827	08/17/2018	SCHOOL SUPERINTENDENT Cobre Valley Regional Medical Center	\$1,500.00
291828	08/17/2018	CREDIT CARD REVOLVING FUND	\$29,643.65
291829	08/17/2018	DIBBLE & ASSOCIATES CONSULTING	\$12,670.97
291830	08/17/2018	ENGINEERING INC Earth Mover Tire Sales, Inc.	\$784.23
291831	08/17/2018	FIRE FIGHTERS & POLICE OFFICERS	\$1,950.00
291832	08/17/2018	CANCER INSURANCE Friends of Payson Parks & Recreation,	\$1,000.00
291833	08/17/2018	Intermountain West Civil Constructors,	\$433,452.64
291834	08/17/2018	KS StateBank	\$716.68
291835	08/17/2018	Melvin, Cathy	\$16.77
291836	08/17/2018	Miami Fiesta	\$2,000.00
291837	08/17/2018	Burk, Steven, E	\$5,749.75
291838	08/17/2018	Cable One	\$107.76
291839	08/17/2018	Chambers, Bryan, B	\$165.24
291840	08/17/2018	Childhelp Inc.	\$900.00
291841	08/17/2018	COOK, JANICE, L	\$215.00
291842	08/17/2018	Crooked Sky Works	\$240.00
291843	08/17/2018	CUNNINGHAM, ALEX	\$65.34
291844	08/17/2018	Desert Vista Neuropsychical	\$402.50
291845	08/17/2018	Specialists Digital Imaging Systems, LLC	\$262.75
291846	08/17/2018	Digman, John, R	\$100.00
291847	08/17/2018	ERICKSON, GAVIN	\$100.00
291848	08/17/2018	FESTER & CHAPMAN PLLC	\$5,900.00
291849	08/17/2018	FOUR PEAKS TOWING	\$335.00
291850	08/17/2018	FRANCE, JOHN, R	\$520.00
291852	08/17/2018	Hollis Business Enterprises Inc.	\$80.00
291853	08/17/2018	JEROME, SAMANTHA, D	\$388.37
291854	08/17/2018	LEE, MARILYN	\$100.00
291855	08/17/2018	MOVIE LICENSING USA	\$1,655.28
291856	08/17/2018	NELDON, RON, E	\$19.99
291857	08/17/2018	O'Driscoll, Michael, J	\$554.03

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291858	08/17/2018	State of Arizona	\$166,434.53
291859	08/17/2018	Vela, Homero	\$6,000.00
291860	08/17/2018	Maxwell, David	\$65.00
291861	08/17/2018	McLarty, Robert	\$174.12
291862	08/20/2018	A-ARID STATE HOUSE MOVERS & EAT INC	\$10,500.00
291863	08/20/2018	ADVANCE FORENSIC ASSESSMENTS INC	\$700.00
291864	08/20/2018	Arcas Technology Inc.	\$3,939.00
291865	08/20/2018	ARIZONA COUNTIES INSURANCE COO	\$30.00
291866	08/20/2018	Arizona Department of Revenue	\$100.74
291867	08/20/2018	ARIZONA PUBLIC SERVICE	\$3,647.49
291868	08/20/2018	ARIZONA STATE PRISON GLOBE	\$661.00
291869	08/20/2018	Arizona Supreme Court	\$3,600.00
291870	08/20/2018	ARIZONA WATER COMPANY	\$64.48
291871	08/20/2018	AXIS FORENSIC TOXICOLOGY INC	\$1,000.00
291872	08/20/2018	Bose Public Affairs Group	\$5,370.86
291873	08/20/2018	BRANSTETTER, BARNEY, W	\$100.00
291874	08/20/2018	Byrum, Susan, K	\$750.00
291875	08/20/2018	CDW Government	\$128,723.26
291876	08/20/2018	Center for Disease Detection, LLC	\$199.50
291877	08/20/2018	City of Globe	\$63.77
291878	08/20/2018	Cobre Valley Publishing	\$96.25
291879	08/20/2018	Cobre Valley Publishing	\$50.13
291880	08/20/2018	Cobre Valley Publishing	\$18.00
291881	08/20/2018	Corona Signs LLC	\$360.14
291882	08/20/2018	CREDIT CARD REVOLVING FUND	\$3,058.90
291883	08/20/2018	Dell Marketing LP	\$1,173.88
291884	08/20/2018	Dollywood Foundation	\$4,119.29
291885	08/20/2018	Earth Mover Tire Sales, Inc.	\$845.06
291886	08/20/2018	Empire Machinery	\$3,721.06
291887	08/20/2018	Fabok, Glinda, S	\$682.80
291888	08/20/2018	FedEx	\$6.84
291889	08/20/2018	GALE	\$198.19
291890	08/20/2018	Gila County Government	\$2,812.10

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291891	08/20/2018	Gila County Government	\$4,486.59
291892	08/20/2018	GlaxoSmithKline	\$5,043.26
291893	08/20/2018	Grossman & Grossman, Ltd.	\$2,176.25
291894	08/20/2018	Iron Mountain	\$599.81
291895	08/20/2018	JaLin Enterprises Inc.	\$661.60
291896	08/20/2018	Jani-Serv, Inc	\$4,344.39
291897	08/20/2018	Kenz & Leslie of Arizona, Inc.	\$125.98
291898	08/20/2018	Konica Minolta Business Solutions	\$76.11
291899	08/20/2018	Laboratory Corporation of America	\$88.59
291900	08/20/2018	Laboratory Corporation of America	\$868.00
291901	08/20/2018	Language Line Services, Inc.	\$12.45
291902	08/20/2018	LBISat LLC	\$144.00
291903	08/20/2018	McCutcheon, Psy.D., PLLC, Jeni	\$400.00
291904	08/20/2018	Merck Sharp & Dohme Corp.	\$18,410.80
291905	08/20/2018	Messinger Payson Funeral Home, Inc.	\$395.00
291906	08/20/2018	Moetivations, Inc.	\$3,572.00
291907	08/20/2018	NORCHEM DRUG TESTING	\$1,659.30
291908	08/20/2018	Norchem Drug Testing Laboratory &	\$261.65
291909	08/20/2018	Office Depot	\$92.80
291910	08/20/2018	PAYNE, DWIGHT	\$27.50
291911	08/20/2018	Payson Concrete & Materials, Inc.	\$4,597.06
291912	08/20/2018	PINNACLE PREVENTION CORP	\$8,100.00
291913	08/20/2018	RICOH USA INC	\$67.82
291914	08/20/2018	RIPPLE, DENICE	\$949.00
291915	08/20/2018	RIVES, LARRY, LEROY	\$1,992.00
291916	08/20/2018	Samaritan Veterinary Center	\$174.50
291917	08/20/2018	SANCHEZ, JOHNNY, G	\$37.50
291919	08/20/2018	SC FUELS	\$12,880.04
291920	08/20/2018	SEQUEL POLYGRAPH LLC	\$150.00
291921	08/20/2018	SKAGGS PUBLIC SAFETY UNIFORMS	\$521.76
291922	08/20/2018	ST. PAUL'S UNITED METHODIST	\$500.00
291923	08/20/2018	State of Arizona	\$225.00
291924	08/20/2018	State of Arizona	\$1,785.00

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291925	08/20/2018	TANNER, CAROL	\$32.50
291926	08/20/2018	TDS Telecom Service Corporation	\$346.27
291927	08/20/2018	THERMO FLUIDS INC	\$80.00
291928	08/20/2018	THYSSENKRUPP ELEVATOR	\$691.37
291929	08/20/2018	TOUGH RUGGED LAPTOPS	\$15,096.88
291930	08/20/2018	TOWN OF PAYSON	\$6,360.57
291931	08/20/2018	TransUnion Risk & Alternative Data	\$47.90
291932	08/20/2018	TURNER, CAROLINE	\$60.40
291933	08/20/2018	UNIFIRST CORPORATION	\$114.24
291934	08/20/2018	Universal Police Supply Co.	\$896.91
291935	08/20/2018	US POSTAL SERVICE POSTAGE BY	\$5,839.00
291936	08/20/2018	VOAKES, DONALD, R	\$291.67
291937	08/20/2018	Waters Sparkletts of Payson	\$132.60
291938	08/20/2018	WEST PAYMENT CENTER	\$2,519.46
291939	08/20/2018	WHITE, DANNY	\$67.50
291940	08/20/2018	Wilson Investigative Services	\$400.00
291941	08/20/2018	Hull, Mariesa	\$10.00
291942	08/21/2018	County Supervisors Association of	\$5,000.00
291943	08/21/2018	North Country HealthCare, Inc.	\$304.52
291944	08/21/2018	PSOMAS	\$6,222.00
291945	08/21/2018	SANOFI PASTEUR INC	\$5,426.57
291946	08/22/2018	Arizona Department of Revenue	\$1,855.19
291947	08/22/2018	Kerszykowski, Leonard, G	\$162.50
291948	08/22/2018	Laboratory Corporation of America	\$227.50
291949	08/22/2018	MODGLIN, LISA, M	\$161.60
291950	08/22/2018	R&M Repeater	\$1,240.62
291951	08/22/2018	RIGGS, KELLY, L	\$251.00
291952	08/22/2018	ROGERS, DAVID, M	\$251.00
291953	08/22/2018	SCALES, GABRIEL, A	\$251.00
291954	08/23/2018	AMERICAN FAMILY LIFE ASSURANCE	\$5,268.64
291955	08/23/2018	ARIZONA LOCAL GOVT EMPLOYEE	\$222,733.79
291956	08/23/2018	ARIZONA STATE RETIREMENT	\$165,678.65
291957	08/23/2018	AZCOPS	\$40.50

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291958	08/23/2018	COLONIAL SUPPLEMENTAL	\$6,236.22
291959	08/23/2018	INSURANCE CORRECTIONS OFFICER	\$39,181.96
291960	08/23/2018	RETIREMENT PLAN DEBT MANAGEMENT SERVICES	\$103.26
291961	08/23/2018	DELTA MANAGEMENT ASSOCIATES	\$423.01
291962	08/23/2018	INC ELECTED OFFICIALS DEFINED	\$18.72
291963	08/23/2018	CONTRIBUTION RETIREMENT ELECTED OFFICIALS RETIREMENT	\$18,119.37
291964	08/23/2018	PLAN EORP LEGACY	\$1,997.77
291965	08/23/2018	FRATERNAL ORDER OF POLICE	\$131.20
291966	08/23/2018	GILSBAR FSA	\$948.83
291967	08/23/2018	GILSBAR HSA	\$2,110.41
291968	08/23/2018	JP MORGAN CHASE DOR	\$26,688.41
291969	08/23/2018	JP MORGAN CHASE FEDERAL TAX	\$69,414.89
291970	08/23/2018	JP MORGAN CHASE FICA EE	\$57,768.76
291971	08/23/2018	JP MORGAN CHASE FICA ER	\$57,768.76
291972	08/23/2018	JP MORGAN CHASE MEDICARE EE	\$13,586.64
291973	08/23/2018	JP MORGAN CHASE MEDICARE ER	\$13,586.65
291974	08/23/2018	METLIFE	\$240.00
291975	08/23/2018	MODERN WOODMEN OF AMERICA	\$7.17
291976	08/23/2018	NATIONWIDE RETIREMENT	\$5,309.50
291977	08/23/2018	SOLUTIONS NATIONWIDE TRUST Co FBO NRS	\$1,047.85
291978	08/23/2018	NORTHERN ARIZONA LAW	\$332.50
291979	08/23/2018	ENFORCEMENT ASSOC PIONEER CREDIT RECOVERY, INC.	\$146.25
291980	08/23/2018	PUBLIC SAFETY PERSONNEL	\$55,301.12
291981	08/23/2018	RETIREMENT SYSTEM SECURITY BENEFIT GROUP	\$1,340.00
291982	08/23/2018	SUPPORT PAYMENT	\$1,703.78
291983	08/23/2018	CLEARINGHOUSE THUNDERBIRD COLLECTION SPEC	\$143.12
291984	08/23/2018	INC TX CHILD SUPPORT SDU	\$276.28
291985	08/23/2018	WADDELL & REED	\$809.50
291987	08/23/2018	CREDIT CARD REVOLVING FUND	\$39,434.85
291988	08/23/2018	Earth Mover Tire Sales, Inc.	\$6,856.21
291989	08/23/2018	KS StateBank	\$432.86
291990	08/27/2018	ALLIANT GAS LLC	\$179.85
291991	08/27/2018	ALLIED FLEET PRODUCTS INC	\$2,275.17

Payment Register

From Payment Date: 8/1/2018 - To Payment Date: 8/31/2018

291992	08/27/2018	ARCHAEOLOGICAL CONSULTING	\$4,313.32
291993	08/27/2018	ARIZONA CENTER for Hand Surgery PC	\$1,781.45
291994	08/27/2018	Arizona Department of Economic	\$1,477.70
291995	08/27/2018	ARIZONA PLANNING AND	\$2,497.50
291996	08/27/2018	ARIZONA PUBLIC SERVICE	\$1,100.49
291997	08/27/2018	Arizona Rim Realty LLC	\$298.00
291998	08/27/2018	ARIZONA STATE PRISON GLOBE	\$664.00
291999	08/27/2018	ARIZONA WATER COMPANY	\$1,847.88
292000	08/27/2018	AT&T	\$46.82
292001	08/27/2018	Atomic Pest Control LLC	\$70.50
292002	08/27/2018	AZ FREELANCE INTERPRETING	\$375.00
292003	08/27/2018	B&S Supply Co. Inc.	\$1,317.39
292004	08/27/2018	Banner - University Medical Group	\$250.00
292005	08/27/2018	BAXLEY, TRAVIS, W	\$82.50
292006	08/27/2018	Blackstone Security Services, Inc.	\$5,958.00
292007	08/27/2018	BOOTH, CLARK	\$800.00
292008	08/27/2018	Boyer, Jay, W	\$52.50
292009	08/27/2018	Bulman Family Funeral Services	\$550.00
292010	08/27/2018	C&M Communications	\$427.09
292011	08/27/2018	Cable One	\$425.44
292012	08/27/2018	CAMPOS, PATRICIA, A	\$25.00
292013	08/27/2018	CASTANEDA, JOSEPH	\$225.00
292014	08/27/2018	CenturyLink	\$2,463.14
292015	08/27/2018	CenturyLink Business Services	\$2,452.79
292016	08/27/2018	Christina Apartments	\$101.00
292017	08/27/2018	CK BUILDERS	\$4,405.47
292018	08/27/2018	CLINE, WOODY	\$107.98
292019	08/27/2018	Cobre Valley Publishing	\$409.20
292020	08/27/2018	Cobre Valley Regional Medical Center	\$2,078.94
292021	08/27/2018	COLLINS & COLLINS LLP	\$16.00
292022	08/27/2018	Concentra Medical Centers	\$190.50
292023	08/27/2018	Copper State Sanitation	\$600.00
292024	08/27/2018	County Supervisors Association of	\$330.00

Payment Register

From Payment Date: 8/1/2018 - To Payment Date: 8/31/2018

292025	08/27/2018	County Supervisors Association of	\$230.00
292026	08/27/2018	County Supervisors Association of	\$230.00
292027	08/27/2018	County Supervisors Association of	\$230.00
292028	08/27/2018	County Supervisors Association of	\$230.00
292029	08/27/2018	County Supervisors Association of	\$460.00
292030	08/27/2018	CREDIT CARD REVOLVING FUND	\$6,755.86
292031	08/27/2018	DalMolin Chiropractic Care	\$85.00
292032	08/27/2018	DEBRIGIDA LAW OFFICES PLLC	\$6,880.00
292033	08/27/2018	DREMLER, PATTI	\$113.46
292034	08/27/2018	Erickson, Gavin	\$100.00
292035	08/27/2018	FLEXIBILIT SOLUTIONS LLC	\$4,000.00
292036	08/27/2018	France , John, R	\$2,895.66
292037	08/27/2018	GARRETT, CHRISTINE, J	\$75.00
292038	08/27/2018	GreatAmerica Leasing Corporation	\$263.19
292039	08/27/2018	Haught, Roy, G	\$8.00
292040	08/27/2018	Hayes Enterprises	\$10,000.00
292041	08/27/2018	Healthcare Medical Waste Services	\$317.26
292042	08/27/2018	Hinds , Donald, J	\$8.00
292043	08/27/2018	Housing Forms, Inc.	\$153.61
292044	08/27/2018	HOV Services Inc.	\$95.31
292045	08/27/2018	INTAB	\$456.65
292046	08/27/2018	JaLin Enterprises Inc.	\$529.28
292047	08/27/2018	KEEN MD PA, PHILIP , E	\$2,450.00
292048	08/27/2018	KIMLEY HORN & ASSOC INC	\$1,834.75
292049	08/27/2018	LABONTE, COLE	\$205.27
292050	08/27/2018	Laboratory Corporation of America	\$337.40
292051	08/27/2018	MADRID, ANDREW	\$225.00
292052	08/27/2018	MATA, SABAN	\$225.00
292053	08/27/2018	MCI Communication Services, Inc.	\$33.89
292054	08/27/2018	Medical Diagnostic Imaging Group, Ltd.	\$120.68
292055	08/27/2018	MELFORD, BIANCA, P	\$3,333.32
292056	08/27/2018	Mountain Retreat Builders, LLC	\$19,125.00
292057	08/27/2018	Ortiz, P.C., Anna , C.	\$8,375.00

Payment Register

From Payment Date: 8/1/2018 - To Payment Date: 8/31/2018

292058	08/27/2018	Peters, Paul, M	\$500.00
292059	08/27/2018	Phoenix Tire Inc.	\$1,002.42
292060	08/27/2018	Pine-Strawberry Water Improvement	\$64.50
292061	08/27/2018	Pleasant Valley Community Medical	\$150.00
292062	08/27/2018	Right Away Disposal	\$214.00
292063	08/27/2018	RIPPLE, DENICE	\$1,256.10
292064	08/27/2018	RUST, KIMBERLY, M	\$95.68
292065	08/27/2018	Samaritan Veterinary Center	\$341.00
292066	08/27/2018	SANKS, CHRISTOPHER	\$100.00
292067	08/27/2018	SANOFI PASTEUR INC	\$3,449.35
292068	08/27/2018	SC FUELS	\$18,364.47
292069	08/27/2018	SELLARS, MICHAEL	\$635.46
292070	08/27/2018	SERVICE PLUS INC	\$288.00
292071	08/27/2018	SHRED IT USA LLC	\$271.66
292072	08/27/2018	SLOANE, MILTON	\$109.14
292073	08/27/2018	Southland Medical LLC	\$462.04
292074	08/27/2018	SOUTHWEST GAS	\$63.96
292075	08/27/2018	SPOK INC	\$15.39
292076	08/27/2018	Stamm, Jill	\$86.80
292077	08/27/2018	State of Arizona	\$413.93
292078	08/27/2018	State of Arizona	\$1,120.00
292079	08/27/2018	State of Arizona	\$20.00
292080	08/27/2018	State of Arizona	\$35,123.78
292081	08/27/2018	State of Arizona	\$8,794.15
292082	08/27/2018	STONE, BARBARA	\$1,425.60
292083	08/27/2018	Swiss Village Self Storage	\$140.00
292084	08/27/2018	Tim's Tire , LLC	\$350.00
292085	08/27/2018	UNIFIRST CORPORATION	\$147.92
292086	08/27/2018	Universal Police Supply Co.	\$4,185.49
292087	08/27/2018	UPHOLSTERY STATION	\$85.00
292088	08/27/2018	US Imaging Inc.	\$279.72
292089	08/27/2018	US POSTAL SERVICE POSTAGE BY	\$2,133.00
292090	08/27/2018	VERIZON WIRELESS	\$20,224.81

Payment Register

From Payment Date: 8/1/2018 - To Payment Date: 8/31/2018

292091	08/27/2018	Vesper Properties, LLC	\$1,000.00
292092	08/27/2018	Waters Sparkletts of Payson	\$184.00
292093	08/27/2018	White Mountain Publishing LLC	\$151.98
292094	08/27/2018	WIST OFFICE PRODUCTS COMPANY	\$355.54
292095	08/27/2018	Columbus, Katherine	\$679.44
292096	08/27/2018	Culp, Oscar	\$8.00
292097	08/27/2018	Hale , Michelle	\$8.00
292098	08/27/2018	PRITCHARD, JAN	\$8.00
292099	08/27/2018	PROVEST	\$29.00
292100	08/28/2018	Copper Hen	\$838.53
292101	08/28/2018	GISELA VALLEY COMMUNITY CENTER	\$25.00
292102	08/28/2018	North Country HealthCare, Inc.	\$533.22
292103	08/30/2018	Bryant, Laura, M	\$14.00
292104	08/30/2018	Byrum, Susan, K	\$1,200.00
292105	08/30/2018	CREDIT CARD REVOLVING FUND	\$18,876.78
292106	08/30/2018	DJ's Companies, Inc.	\$239.85
292107	08/30/2018	Dremier, Patti	\$99.48
292108	08/30/2018	Emily Danies Attorney at Law, LLC	\$6,576.41
292109	08/30/2018	Erickson, Gavin	\$87.50
292110	08/30/2018	EVANS, ADRIEAN	\$37.50
292111	08/30/2018	GARRETT, JAKE	\$93.43
292112	08/30/2018	GREGORY WAUGH PSYD PLLC	\$600.00
292113	08/30/2018	HELMER INC	\$7,546.55
292114	08/30/2018	HUMPHREY , TIM	\$251.94
292115	08/30/2018	MOORE, JERRY, M	\$99.96
292116	08/30/2018	Multi Business Systems	\$419.40
292117	08/30/2018	Tonto Basin Chamber of Commerce	\$25.00

Type Check Totals:

\$4,360,386.66

JP Morgan AP - JP Morgan Accounts Payable Totals

Payment Register

From Payment Date: 8/1/2018 - To Payment Date: 8/31/2018

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>								
291668	08/09/2018	Voided	Ach Direct Deposit	08/09/2018	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$628,450.10	
291673	08/10/2018	Voided	LOST	09/04/2018	Accounts Payable	BURSEY & ASSOCIATES PC	\$291.34	
291804	08/13/2018	Voided	Wrong Amount	08/13/2018	Accounts Payable	Universal Police Supply Co.	\$292.72	
291851	08/17/2018	Voided	Other Void	08/29/2018	Accounts Payable	Guthrey, Barbara	\$150.00	
291918	08/20/2018	Voided	Other Void	08/20/2018	Accounts Payable	SANOFI PASTEUR INC	\$5,197.77	
291986	08/23/2018	Voided	Ach Direct Deposit	08/23/2018	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$624,550.06	
Type Check Totals:						6 Transactions	<u>\$1,258,931.99</u>	

Difference

ARF-5098

Consent Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 09/18/2018

Reporting Period: September 6, 2018 and September 11, 2018

Submitted By: Marian Sheppard, Clerk of the Board

Information

Subject

September 6, 2018, and September 11, 2018, Board of Supervisors' Meeting Minutes

Suggested Motion

Approval of the September 6, 2018, and September 11, 2018, Board of Supervisors' meeting minutes.

Attachments

BOS 9-11-18 Meeting Minutes

BOS 9-6-18 Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: September 11, 2018

TIM R. HUMPHREY

Chairman

MARIAN SHEPPARD

Clerk of the Board

WOODY CLINE

Vice-Chairman

By: Marian Sheppard
Clerk

TOMMIE C. MARTIN

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tim R. Humphrey; Chairman; Woody Cline, Vice-Chairman; Tommie C. Martin, Member (via ITV); W. James Menlove, County Manager (via ITV); Jacque Sanders, Deputy County Manager, District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Charles Shire, Deputy Gila County Attorney (via ITV); Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION

Chairman Humphrey called the regular session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jeff Dalton led the Pledge of Allegiance and Reverend Shirley Ortiz of the New Harvest Church in San Carlos delivered the invocation.

Item 2 – PRESENTATIONS:

A. Public recognition of two employees for September's "Spotlight on Employees" Program, as follows: Andrea Hamm and Debra Blevins.

Erica Raymond, Human Resources Assistant Senior, read aloud a letter of nomination for Andrea Hamm. Ms. Hamm is a Court Supervisor at the Payson Regional Justice Court and she has been employed with the County for 16 years. Ms. Hamm was presented her award in Payson. Ms. Raymond read aloud a letter of nomination for Debra Blevins who is an Accounting Analyst within the Health and Emergency Management Division. Ms. Blevins was presented her award in Globe. Each Board member congratulated Ms. Hamm and Ms. Blevins.

B. Presentation of the 2017 Annual Report for the Gila County Sheriff's Office.

Sheriff J. Adam Shepherd advised that each year his Office prepares a report that outlines the activities and statistics of the Sheriff's Office for the previous year. He reminded the Board and the public that in partnership with Freeport McMoRan Copper and Gold, Inc., the Sheriff's Office will continue with its "We Tip" system that allows anyone to anonymously report criminal activity either via the Internet or by phone. He introduced Sarah White, Chief Administrative Officer, to provide a PowerPoint presentation. Ms. White reviewed the Sheriff's Office 2016-2017 fiscal year budget, which was in the amount of \$12,663,982. She continued to highlight the activities and provide statistical information on the Administration Bureau; Patrol Bureau; Detention Bureau; Drug, Gang and Violent Crimes Task Force; K-9s in service; Public Safety Telecommunications-Dispatch; volunteer programs; list of veteran employees and volunteers; and community involvement activities. Each Board member thanked Sheriff Shepherd and Ms. White for the presentation.

Item 3 – PUBLIC HEARINGS:

A. Convene a public hearing to hear from citizens on the FFY 2018 Community Development Block Grant (CDBG) Application for CDBG Regional Account funding in the amount of \$165,517 that will be used for 3 proposed CDBG housing rehabilitation projects in Gila County; authorize the submittal of the Application to the State of Arizona Department of Housing; and adopt related Resolution Nos. 18-09-02 and 18-09-03.

Malissa Buzan, Community Services Division Director, stated that each year the County applies for CDBG funding to obtain funds to perform housing rehabilitation projects within Gila County. Arizona Revised Statutes requires the application process to include 2 public hearings; one hearing is to obtain input from citizens and the other hearing must be held by the local governing body. Ms. Buzan advised that when the public hearing notice was published in the newspaper for this public hearing, it did not contain the correct fiscal year; therefore, the notice must be re-published with the correct fiscal year and another public hearing must be held. Since this public hearing was advertised, Ms. Buzan requested the Board to conduct the public hearing to obtain comments, and not take a Board action until after the second public hearing has occurred on October 2, 2018. Chairman Humphrey opened the public hearing at this time; there were no comments, so he closed the public hearing. He thanked Ms. Buzan for her presentation of information.

Item 4 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve the correct total dollar amount of the License and Services Agreement with Tyler Technologies, Inc. that was approved by the Board of Supervisors on July 24, 2018, in the amount of \$106,070 and should have been presented as \$286,444.

Mary Springer, Finance Director, advised that on July 24, 2018, this agreement was presented to the Board of Supervisors and approved. At that time the total amount of the agreement was presented as \$106,070. That was the amount for professional services, not the total amount of the contract. Ms. Springer apologized to the Board for that error. She stated that the agreement is being presented to the Board for approval with the correct total amount. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved the License and Services Agreement with Tyler Technologies, Inc. in the amount of \$286,444.

B. Information/Discussion/Action to certify the collection amounts for the Superior Court, Payson Regional Justice Court, and Globe Regional Justice Court as presented.

Ms. Springer advised that per Arizona Revised Statute, each year the Board of Supervisors must certify the annual collections for the Superior Court, Payson Regional Justice Court, and Globe Regional Justice Court. She stated that the amount to be certified for the Superior Court is \$782,164.24; the amount to be certified for the Payson Regional Justice Court is \$495,851.64; and the amount to be certified for the Globe Regional Justice Court is \$623,947.65. Vice-Chairman Cline made a motion to certify the annual collections for the Superior Court, Payson Regional Justice Court, and Globe Regional Justice Court for fiscal year 2017-2018 as stated by Ms. Springer, which was seconded by Supervisor Martin and unanimously approved by the Board.

C. Information/Discussion/Action to authorize the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Payson Roundup newspaper on September 18, 2018.

Ms. Springer requested authorization to publish a notice in the newspaper for the County's public auction of miscellaneous surplus material which will be conducted via the Internet. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously authorized the requested newspaper publication.

D. Information/Discussion/Action to approve language added to Article III-Section 1(G) of the Bylaws of the Gila County Community Action Plan Advisory Board and the Amendment to the Bylaws which outlines the process for new member orientation.

Ms. Buzan stated that language has been added to the Gila County Community Action Plan (CAP) Advisory Board Bylaws to provide a process for new member orientation. An Amendment has been added to the Bylaws which outlines the specific process for new member orientation. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously approved language added to Article III-Section 1(G) of the Bylaws of the Gila County

Community Action Plan Advisory Board and the Amendment to the Bylaws which outlines the process for new member orientation.

E. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 080318 Supplemental Nutrition Assistance Program Education Support Services.

Michael O'Driscoll, Health and Emergency Management Division Director, advised that that the County's current 3-year contract to provide Supplemental Nutrition Assistance Program Education Support Services will expire on September 30, 2018. To meet grant requirements, it is important to enter into a new contract to provide these services. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously authorized the advertisement of Request for Proposals No. 080318.

Before addressing item 5, Chairman Humphrey announced that item 5D is being struck from the agenda at the request of the applicant because the applicant no longer needs this special event liquor license application. Chairman Humphrey asked if there were any agenda items that the Supervisors wanted moved to the regular agenda for discussion and action, to which Vice-Chairman Cline and Supervisor Martin replied there were none. He then asked for a Board motion on the remaining agenda items.

Item 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. Ratification of the Board of Supervisors' approval for the Health and Emergency Management Division to submit an application to the Arizona Department of Health Services for CDC-RFA-TP-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response funds in the amount of \$75,000 to provide emergency response to the public with regard to the health opioid crisis for the period September 1, 2018, through August 31, 2019.

B. Approval of Amendment No. 5 to Request for Qualified Vendor Agreement No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County d/b/a Gila County Employment and Special Training Department to allow for the continued provision of DDD services to eligible residents of Gila County, and remain in compliance with federal and state regulations and provisions of the Qualified Vendor Agreement.

C. Approval to reappoint or appoint the following individuals to the Gila County Cooperative Extension Advisory Board of Directors: Fred Jimenez

and Twila Cassador-reappointment for the term that began on January 1, 2018, through December 31, 2019; and Ben Dalmolin, Dorine Prine and Mike Henderson-appointment to fill 3 vacancies for the term that ends on December 31, 2019.

D. Approval of a Special Event Liquor License Application submitted by the Mogollon Valley Pit Program for a fundraising event to be held on September 14-15, 2018, at the Mary Ellen Randall Horse Arena in Pine.

E. Acknowledgement of the July 2018 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

F. Acknowledgment of the July 2018 monthly activity report submitted by the Recorder's Office.

G. Acknowledgment of the July 2018 monthly activity report submitted by Clerk of the Superior Court's Office.

H. Acknowledgment of the July 2018 monthly activity report submitted by the Payson Regional Constable's Office

I. Acknowledgment of the July 2018 Monthly Activity Report submitted by the Globe Regional Constable's Office.

J. Approval of the August 20, 2018, and August 28, 2018, Board of Supervisors' meeting minutes.

K. Acknowledgment of the Human Resources reports for the weeks of August 7, 2018, August 14, 2018, August 21, 2018, and August 28, 2018.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously approved Consent Agenda action items 5A through 5K except for item 5D.

Item 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.

There was no public comment.

Item 7 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Board member and the County Manager presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting 10:53 a.m.

APPROVED:

Tim R. Humphrey, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: September 6, 2018

TIM R. HUMPHREY

Chairman

MARIAN SHEPPARD

Clerk of the Board

WOODY CLINE

Vice-Chairman

By: Melissa Henderson
Deputy Clerk

TOMMIE C. MARTIN

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tim R. Humphrey, Chairman (via phone); Woody Cline, Vice-Chairman (via phone); Tommie C. Martin, Member (by phone); W. James Menlove, County Manager; and Melissa Henderson, Deputy Clerk of the Board.

ABSENT: Jacque Sanders, Deputy County Manager, District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Charles Shire, Deputy Gila County Attorney Senior-Civil; and Marian Sheppard, Clerk of the Board.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION

Prior to this meeting, Vice-Chairman Cline agreed to chair the meeting at the request of Chairman Humphrey. Chairman Cline called the Special Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Eric Mariscal led the Pledge of Allegiance and Pastor Nick Jones of the Maranatha Baptist Church in Globe delivered the invocation.

At 10:02 a.m., Chairman Cline recessed the meeting to allow Supervisor Humphrey time to join the meeting. Chairman Cline reconvened the meeting at 10:10 a.m. with Supervisor Humphrey present on the phone; however, Supervisor Martin was unable to re-join the meeting because she was in another meeting.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Primary Election held on August 28, 2018, in Gila County, Arizona, and declare the results official.

Eric Mariscal, Elections Director, presented some highlights of the report entitled "Canvass of Elections Results" for the August 28, 2018, Primary

Election. He commented that Gila County had the second highest voter turnout in the state at 45.32%. Mr. Mariscal advised that there were no significant issues with the election process at the precinct locations. Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board canvassed the election results contained in the Canvass of Election Results for the August 28, 2018, Primary Election in Gila County, Arizona and declared the results official.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There was no public comment.

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.

Chairman Cline and Supervisor Humphrey presented a summary of current events. James Menlove, County Manager, advised that he didn't have anything to report.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting 10:20 a.m.

APPROVED:

Woody Cline, Acting Chairman

ATTEST:

Marian Sheppard, Clerk of the Board