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 - MONDAY, AUGUST 21, 2017 - 10:00 A.M.

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

### 2. **PRESENTATIONS:**

- A. Presentation of information pertaining to a team from Globe being selected as 1 of 9 communities that will participate in the Inaugural AZ Creative Communities Institute. **(Paul Tunis)**
- B. Presentation of information on the Resolution Copper Mining Project by Bryan Seppala, Community and Social Performance Analyst.
- C. Presentation of Gila County's Emergency Watershed Protection Project in response to the Pinal Fire. (Jacque Sanders)

### 3. **PUBLIC HEARINGS:**

A. Information/Discussion/Action to authorize the submission of a Federal Fiscal Year 2017 Community Development Block Grant (CDBG) Application to the State of Arizona, Department of Housing for CDBG Regional Account funding in the amount of \$139,112 and adopt related Resolution Nos. 17-08-03, 17-08-04 and 17-08-05 for two proposed CDBG housing rehabilitation projects in Gila County. (Malissa Buzan)

#### 4. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to adopt Proclamation No. 2017-05 proclaiming September 17-23, 2017, as Constitution Week in Gila County. **(Kelly Oxborrow)**
- B. Information/Discussion/Action to approve the amended Gila County Attorney's Office Loan Forgiveness Program whereby the attorneys will make the payments to their student loan creditors on their own behalf to ensure they are receiving credit to qualify for the Loan Forgiveness Program. (Bradley Beauchamp/James Menlove)
- C. Information/Discussion/Action to approve an Intergovernmental Agreement between the White Mountain Apache Tribe and Gila County for law enforcement services for a period of three years from the date of signing. (Adam Shepherd)
- D. Information/Discussion/Action to apply for additional funding from the Arizona Department of Health Services in the amount of \$20,000 to conduct a comprehensive analysis of opioids in Gila County. (Michael O'Driscoll)
- E. Information/Discussion/Action to approve the One Stop Operator Agreement between the Northeastern Arizona Workforce Development Board and the Gila County Community Services Division to designate the Gila County Community Services Division as the One Stop Operator effective July 1, 2017, through June 30, 2019, whereby the Gila County Community Services Division will receive 5% of Workforce Innovation and Opportunity Act Administrative Grant Funds with \$5277.10 being allocated from Program Year 2016/Fiscal Year 2017. (Malissa Buzan)

- F. Information/Discussion/Action to adopt Resolution No. 17-08-06 accepting the grant of a primitive road easement from Chapman Ranch Limited Partnership for portions of Forest Road 54A Lower Cherry Creek Road and authorizing the Chairman to sign all related documents. (Steve Sanders)
- G. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 052217-Toya Vista Road Improvement Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. (James Menlove/Steve Sanders)
- H. Information/Discussion/Action to adopt Resolution No. 17-08-02 to accept a Drainage Easement from the Pleasant Valley Community Council, Inc. (Steve Sanders)
- I. Information/Discussion/Action to consider issuing official comments from the Board of Supervisors regarding the U.S. Fish and Wildlife Service's Draft Mexican Wolf Recovery Plan, First Revision, published in the Federal Register on June 30, 2017. (Jacque Sanders)
- J. Information/Discussion/Action to set primary and secondary property tax rates for 2017 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer, and adopt Resolution No. 17-08-01 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2017-2018. (James Menlove)
- 5. CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

- A. Approval of an Intergovernmental Agreement (Contract No. ADHS12-171368) between the Gila County Division of Health and Emergency Management and the Arizona Department of Health Services in the amount of \$48,602 annually to continue the funding of the Proposition 201 Smoke-Free Arizona Program for the period July 1, 2017, through June 30, 2022.
- B. Authorization for the Gila County Animal Care and Control Department to submit a grant application to the Arizona Companion Animal Spay and Neuter Committee for \$10,000 to expand its no cost spay/neuter services in Gila County for a period of one year.
- C. Approval of an Application for Extension of Premises/Patio Permit submitted by Robin Lee Heppler to permanently extend the premises where liquor is permitted to be served at Jakes Corner Bar, LLC., located in Payson, Arizona.
- D. Approval of a Special Event Liquor License Application submitted by the Gila County Fair of Globe, Arizona, to serve liquor on September 21 24, 2017, at the Fairgrounds.
- E. Approval of a Special Event Liquor License Application submitted by the Pine Strawberry Fuel Reduction of Pine, Arizona, to serve liquor on September 15-16, 2017, at their annual fundraiser.
- F. Acknowledgement of the June 2017 monthly activity report submitted by the Payson Regional Justice of the Peace office.
- G. Acknowledgment of the July 2017 monthly activity report submitted by the Globe Regional Justice of the Peace office.
- H. Approval of the August 8, 2017, Board of Supervisors' meeting minutes.

- I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of July 03, 2017, through July 07, 2017, and July 24, 2017 through July 28, 2017.
- 6. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
- 7. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)((3)

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

ARF-4482 Presentation 2. A.

### **Regular BOS Meeting**

Meeting Date: 08/21/2017

Submitted By: Marian Sheppard, Clerk of the

Board

<u>Department:</u> Clerk of the Board of Supervisors

### <u>Information</u>

### Request/Subject

Globe Team, 1 of 9 AZ Communities Selected for Inaugural AZ Creative Communities Institute.

### **Background Information**

Paul Tunis, Cobre Valley Center for the Arts Director of Programming, contacted the Board of Supervisors' Office with a request to present information regarding the Arizona Commission on the Arts selecting the Globe Team as one of 9 communities to take part in the Inaugural AZ Creative Communities Institute, which is a 12-month collaborative learning program that is guided by leaders in the field of creative engagement. The Globe Team is comprised of Al Gameros, City of Globe Mayor; Linda Oddonetto, City of Globe Executive Assistant and head of the local United Fund Campaign; Tiera Guerena, a student in non-profits administration at ASU; and Paul Tunis.

Twenty-two teams, composed of located elected officials, civic and business leaders, and community organizers applied for the opportunity to participate in the expansive training and engagement program - double the expected number of applicants. While all applicants displayed incredible passion, vision, and commitment, only nine teams could be selected to participate.

### **Evaluation**

It is important to publicly recognize the Globe Team.

### <u>Conclusion</u>

N/A

### Recommendation

N/A

### Suggested Motion

Presentation of information pertaining to a team from Globe being selected as 1 of 9 communities that will participate in the Inaugural AZ Creative Communities Institute. **(Paul Tunis)** 

### **Attachments**

### Press Release

# 9 Arizona Communities Selected for Inaugural AZ Creative Communities Institute

#### For Immediate Release

July 12, 2017

#### Contact

Steve Wilcox 602.771.6536 <a href="mailto:swilcox@azarts.gov">swilcox@azarts.gov</a> (mailto:swilcox@azarts.gov)

**9 Arizona Communities Selected for Inaugural AZ Creative Communities Institute**12-month collaborative learning program is guided by leaders in field of creative engagement

Today, the Arizona Commission on the Arts, an agency of the State of Arizona, Arizona State University's Herberger Institute for Design and the Arts (HIDA), and Southwest Folklife Alliance (SFA) announced the 9 communities that will participate in the inaugural AZ Creative Communities Institute (AZCCI). As part of the 12-month AZCCI, small teams representing each community will explore the many ways Arizona's creativity can be put to work for positive community impact. AZCCI Fellows will become part of an active learning network, with opportunities to learn from and with local and national experts, and peers from other Arizona cities, towns, and neighborhoods.

22 teams, composed of local elected officials, civic and business leaders, and community organizers, applied for the opportunity to participate in the expansive training and engagement program—double the expected number of applicants. While all applicants displayed incredible passion, vision, and commitment, only 9 could be selected to participate.

## AZ Creative Communities Inaugural Cohort

"We knew there was an appetite for putting creativity to work in Arizona communities, but did not know how strong an appetite it was," said Jaime Dempsey, Deputy Director of the Arts Commission. "While we sincerely wish we could have accepted all of the applicant communities into the program, we could not be more excited by the depth of knowledge, breadth of experience, and diversity of perspective represented in the selected teams."

Community: Barrio Anita, Tucson

Community: Casa Grande

Community: Douglas

Community: Eastlake, Phoenix

Community: Flagstaff

### Community: Globe

- · Al Gameros, Mayor, City of Globe
- Tiera Guerena, Student, Arizona State University, College of Public Service and Community Solutions
- Linda Oddonetto, Executive Assistant, City of Globe
- Paul Tunis, Executive Director, Cobre Valley Center for the Arts

Community: South Phoenix

Community: Tempe

Community: Yuma

### AZCCI Collaborators and Guides

Representatives of the Arizona Commission on the Arts, Herberger Institute, and Southwest Folklife Alliance will serve as key collaborators, alongside local and national experts in creative engagement.

"Arizona is rapidly becoming a hub for the exploration of creative solutions, with internationally-renowned field leaders and experts converging here and engaging with the rich intellectual, artistic, and cultural capital of our communities," said Jake Pinholster, ASU HIDA's Associate Dean of Policy and Initiatives. "One of ASU's and the Herberger Institute's fundamental responsibilities is to bring artists, university resources, and community leaders together to help Arizona communities thrive. The AZCCI will provide a powerful opportunity to do just that."

Speaking on behalf of Southwest Folklife Alliance, a Tucson-based nonprofit affiliated with the University of Arizona, Executive Director Maribel Alvarez said, "We believe in building equity with artists and traditional culture bearers and the power of cross-sector partnerships with organizations and entities of all kinds. In the AZCCI, SFA sees an opportunity to advance our mission, engage in a vital exchange of knowledge with the field's thought leaders and master practitioners, and serve Arizona communities throughout the state."

Key collaborators include:

Maribel Alvarez

Associate Research Professor, School of Anthropology, and Associate Research Social Scientist at the Southwest Center, University of Arizona; Executive Director, Southwest Folklife Alliance; ASU Cultural Policy Fellow; Community Arts Expert.

#### Maria Rosario Jackson

Institute Professor, Herberger Institute for Design and the Arts at Arizona State University; Senior Advisor, Arts and Culture Program at the Kresge Foundation; Expert in Urban Planning and Community Revitalization.

#### Liz Lerman

Institute Professor, Herberger Institute for Design and the Arts at Arizona State University; Founder, Dance Exchange; MacArthur "Genius" Grant Recipient.

#### Michael Rohd

Institute Professor, Herberger Institute for Design and the Arts at Arizona State University; Founding Artistic Director, Sojourn Theatre; Executive Director, Center for Performance in Civic Practice.

### What's Next?

In addition to intensive training, network building, and ongoing consultation, selected teams will see between \$15,000-\$20,000 invested in their communities over 12 months (in cash grants, artist services, and support to participate in the program).

In the second half of the 12-month institute, each participating community will host an embedded artist residency. The focus and format of each artist residency will be collaboratively-designed between the community team and embedded artists, selected through a forthcoming statewide call.

"This is the first time we've engaged in an experiment like this, and we're building as we go," said Dempsey. "Fortunately, we have tremendous talent at the planning table, great resources to call upon, and an amazing cohort of participating communities represented by individuals whose passion, dedication, and creative vision are truly an inspiration to us. We look forward to learning with and from these amazing Arizonans."

About the Program Partners







One of 56 state and jurisdictional arts agencies across the United States, the **Arizona Commission on the Arts** is a 50-year-old agency of the State of Arizona and a leading force in the creative and professional development of Arizona's arts sector. Its *NextAZ* program is a 3-year planning initiative designed to empower communities to activate creative assets and co-create ideas to fuel Arizona's next 50 years. For more information about the Arts Commission and *NextAZ*, visit <a href="https://www.azarts.gov/NextAZ">www.azarts.gov/NextAZ</a> (<a href="https://www.azarts.gov/next50">https://www.azarts.gov/next50</a>).

Arizona State University's Herberger Institute for Design and the Arts is actively exploring initiatives that prototype strategies to cultivate, facilitate, measure, and visualize new intersections between the arts, the university, cities, and the larger community. For more information about the Herberger Institute and its current initiatives, visit <a href="https://herbergerinstitute.asu.edu">https://herbergerinstitute.asu.edu</a> (https://herbergerinstitute.asu.edu). The Herberger Institute's participation in AZ Creative Communities is made possible by a grant from the Surdna Foundation's Thriving Cultures program.

**Southwest Folklife Alliance** is an affiliate nonprofit organization of the University of Arizona, College of Social and Behavioral Sciences, and the designated Folk Arts Partner of the Arizona Commission on the Arts with the support of the National Endowment of the Arts. SFA's mission is to build more equitable and vibrant communities by celebrating the everyday expressions of culture, heritage, and diversity in the Greater Southwest. For more information about Southwest Folklife Alliance, visit <a href="https://www.southwestfolklife.org/">https://www.southwestfolklife.org/</a>).

###

To request this or any other agency publication in an alternative format, contact the Arts Commission offices at (602) 771-6502, or <a href="mailto:info@azarts.gov">info@azarts.gov</a> (mailto:info@azarts.gov). Images available upon request.

### ARF-4501 Presentation 2. B.

### Regular BOS Meeting

Meeting Date: 08/21/2017

Submitted By: Marian Sheppard, Clerk of the

Board

<u>Department:</u> Clerk of the Board of Supervisors

#### Information

### Request/Subject

Resolution Copper Company Project Update

### **Background Information**

Bryan Seppala, Community and Social Performance Analyst, with Resolution Copper Company requested to provide the Board of Supervisors with a brief project update of its mining project in Superior, Arizona.

### **Evaluation**

This presentation and update provides the Board of Supervisors and the County with current information regarding the local Resolution Copper Company Project.

### <u>Conclusion</u>

N/A

### Recommendation

N/A

### Suggested Motion

Presentation of information on the Resolution Copper Mining Project by Bryan Seppala, Community and Social Performance Analyst.

### **Attachments**

### Resolution Presentation



# Resolution Copper Project Update

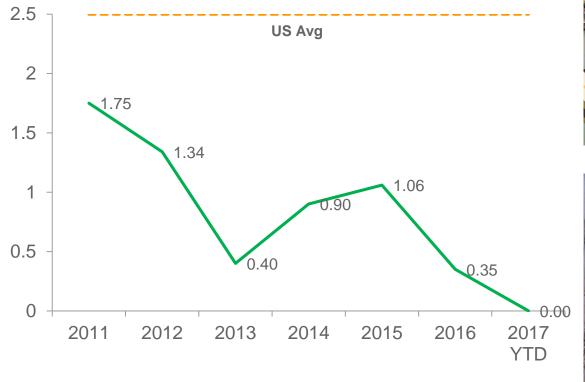




# Safety

We're committed to ensuring our team goes home safe

every day to their families.



**All Injury Frequency Rate** 

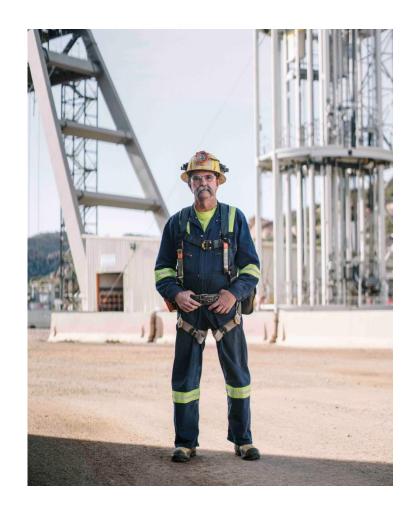




# About the Project

# Resolution Copper is:

- ➤ A U.S. based, world-class mining company (owned 55% by Rio Tinto and 45% by BHPB) creating jobs locally, regionally and for the state of Arizona.
- ➤ Has the potential to be the largest copper producer in North America.
- One of the largest single project investments in history of Arizona.
- Committed to establishing solid, mutually beneficial partnerships with local communities.
- Well positioned to provide copper to the green economy.





# Project Momentum – Continuing Study Phase

- Reclamation of previous mine related disturbance
- Continued geological and technical evaluation
- Continued environmental analysis and permitting
- Local community and broader stakeholder engagement
- Next stage of underground development Shaft 9

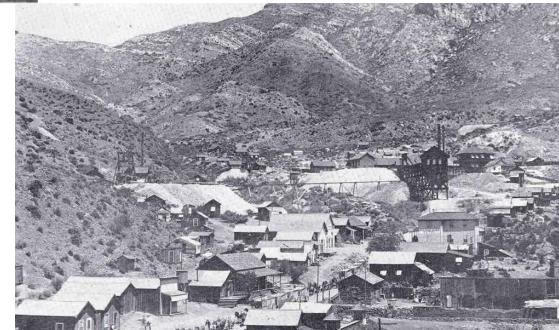




# Over 100 year history of mining in Superior



Magma Copper mine circa 1920



Silver Queen mine circa 1880



# Which we are busy reclaiming

- Reclamation is key to project development during study phase
- Waste rock dumps, process ponds, and tailings required:
  - Reshaping (more natural landforms with drainage management)
  - Cover material (3 feet of-cover material)
  - Replanted Native vegetation (water management)
- Creates long term, visually pleasing, landform that blends into the surrounding areas; storm water, groundwater and air quality management incorporated into the design
- Investing in local contractors
  - Oddonetto Construction
  - Superior Environmental



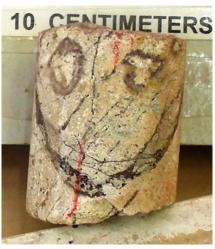
# Which we are busy reclaiming





# Three drill rigs continue to define the deposit

- ➤ Technical team of 20 optimizing development plans and supporting permitting activities.
- Evaluating application/integration of both current and future technology.



0% Cu but happy!





# Project Permitting Progressing to Schedule





# Connecting social investments

# INVESTING IN THE COMMUNITY

We're working with local communities to create mutual benefits based on shared values.

- 130+ Employees.
- 60+ Local contractors and suppliers.
- 16 mutually beneficial agreements with community partners and organizations in the last 2 years.
- New social investment strategy
  - Education; Cultural Heritage; Economic Growth; Environment
- New community complaint mechanism
- Regional housing and employability studies
- Community Working Group
- · Community water monitoring



# RESOLUTION

COPPER

# **SOCIAL INVESTMENT FRAMEWORK**







WE STRIVE TO:

- > Build our knowledge
- > Strengthen relationships
- > Develop mutually beneficial partnerships

**OUR SOCIAL INVESTMENT PRIORITIES** 

- > Education
- > Cultural Heritage
- > Economic Growth
- > Environment

### Social Investment Procedure

- Work with Resolution Copper Communities
   Team to submit an application
- 2. RC Pre-screens request:
  - a) Within Business Integrity Standard
  - b) Within budget scope
  - c) Aligned w/ SI priorities and Social Investment Strategy
  - d) Organization is tax-exempt or a not-for-profit
  - e) Partnership Agreement developed with deliverables /deporting/metrics of success defined
- 3. Submitted to Social Investment Committee for approval
- 4. Entered into Benefits Register for approval
- 5. Submitted for Commercial Approval
- 6. Partnership Agreement signed by both parties

The Social Investment is not committed until each of the above steps is completed successfully.

#### **RC Social Investments**



#### **Economic Growth**

Copper Communities Supplier Source Website



Cultural Heritage
San Carlos Cultural Heritage Program



Superior Unified School District



Environment Emory Oak Tree Project

For more information visit ResolutionCopper.com









# **Progressing Shaft 9**

## Improves underground safety

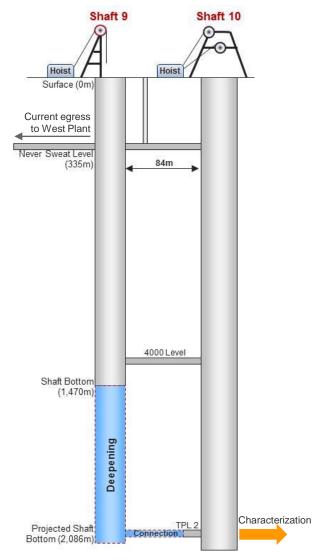
- Partial dual egress achieved after 2 years through rehabilitation and setup work (at 4000 Level)
- Complete dual egress achieved after 4 years through shaft sinking and connection (at TPL2)

# Enables lateral development to complete underground rock mass characterization

 In situ rock strength data at depth required to finalize project design, reduce risk, and confirm key mine design parameters

## Local participation targets

Local employment, local procurement





# Shaft 9 Project: Investing locally

- ➤ Collaborate closely with contractors and local communities on workforce identification, attraction, retention and local supply chain relationships
- Shaft 9 project creates opportunities to maximize local participation
  - Local employment
  - Local procurement
  - Minor supply and service items
- Local Participation Plans
- Purchasing Management Plans
- Shaft 9 Trainee Program
- Future Craftsman Program
- Copper Communities Supplier Source

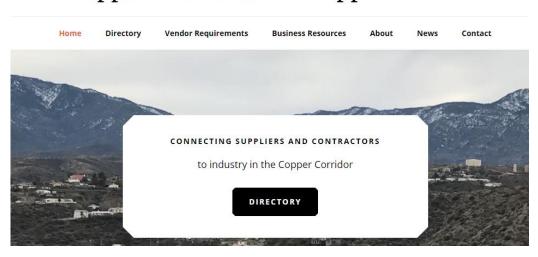


# Copper Communities Supplier Source

- Collaboration between Resolution Copper, Local First Arizona, Southern Gila County EDC, and Copper Corridor EDC
- Regional resource for primary contractors doing work in the Copper Communities region of Arizona
- Learn about company's vendor requirements, how to do business with a primary contractor or company and upcoming projects and opportunities
- Resources for small business development
- External marketing roll out September 2017

www.ccsuppliersource.com

## Copper Communities Supplier Source





# Questions?

# For more information

- 'LIKE' us on Facebook or follow us on Instagram, Twitter & LinkedIn
- Visit our website resolutioncopper.com



ARF-4493 Presentation 2. C.

### **Regular BOS Meeting**

Meeting Date: 08/21/2017

<u>Submitted For:</u> Jacque Sanders, Asst. County Manager/Librarian Submitted By: Autumn Giles, Administrative Services Manager

<u>Department:</u> Asst County Manager/Library District

Division: Administrative Services

#### <u>Information</u>

### Request/Subject

Presentation of Gila County's Emergency Watershed Protection (EWP) Project in response to the Pinal Fire.

### **Background Information**

Gila County Emergency Watershed Protection (EWP) Project Highlights:

- Work completed in roughly a week by six local contractors.
- Gila County helped cooperating property owners clear small-diameter and dead and down vegetation from their washes.
- \$300,000 total grant \$225,000 federal taxpayer dollars returned to Gila County (25% local match).
- Cooperation with 202 private property owners, City of Globe, Natural Resource Conservation Service (NRCS), and Tonto Forest, Globe Ranger District.
- Approximately 267 tons of material removed.

Even as the Pinal Fire was still burning, Globe-Miami residents expressed concerns about post-fire flooding. Gila County staff at the Pinal Fire community meetings heard these concerns and began to formulate a multi-faceted response, including securing \$300,000 dollars of federal funds to hire local contractors to clean out the waterways downstream of the burn. As control of the incident shifted from the Forest Service to Gila County, the County immediately began to look at flood mitigation solutions.

Staff aggressively pursued this funding from the Natural Resource Conservation Service's (NRCS) Emergency Watershed Protection (EWP) Program to help keep Globe-Miami residents and their properties as safe as possible.

The Pinal Fire, which started as a lightning strike on May 8, created high severity burn scars in the watersheds upstream of Russell Gulch, Kellner Canyon, Ice House Canyon, and Sixshooter Canyon in Globe-Miami. These burn scars, along with the debris from the fire, spell an increased risk of potentially dangerous flooding for residents downstream.

Gila County took the lead on applying for the EWP funding, submitting the initial request on June 14. EWP funding has also been used in Arizona in Camp Verde and Flagstaff in recent years on similar projects. Partnering with the City of Globe at this point helped expand the scope of the project, ensuring that the waterways were as clean as possible throughout the Globe-Miami area.

As soon as the funding request was submitted, it was all hands on deck. Because one of the stipulations of the funding is that the project must be completed within 10 days of when the funding was awarded, County staff worked to complete all preparations for the project before knowing if it would be funded. Staff went door-to-door obtaining permission from residents to work on their properties, met with contractors, held a public meeting, performed outreach, provided sandbags, and more. Gila County GIS staff created an invaluable app to track which parcel owners in the area had consented to participate in the project.

Once funding was awarded, work began July 6. Gila County Public Works provided construction project management, overseeing the work, which was completed in roughly a week. Altogether, approximately 267 tons, or 540,000 pounds, of green waste debris was removed from the four washes.

### Evaluation

N/A

### <u>Conclusion</u>

Gila County's EWP program represented effective intra- and inter-agency collaboration. Multiple Gila County departments as well as residents and community partners cooperated to help prevent post-fire flooding in the Globe-Miami area. NRCS was a phenomenal partner throughout the process, from making County staff aware of the funding to providing ongoing guidance as the project was funded and progressed.

From the slow start of monsoon season to the overwhelming cooperation from property owners and a great partnership with the City of Globe, staff is grateful for all the moving parts that came together to make this possible.

### Recommendation

N/A

### Suggested Motion

Presentation of Gila County's Emergency Watershed Protection Project in response to the Pinal Fire. (Jacque Sanders)

### **Attachments**

Award, scope, request and extension

Sample Cooperative Agreement and County Attorney Opinion

Army Corps of Engineers Permit

City of Globe IGA

**EWP-additional documentation** 

Select EWP Project PHotos

Pinal Fire EWP GIS Parcel Map

U.S. Department of A Natural Resources Cons	Agriculture						NRCS-ADS-093 7/2012
ruturur resources com		NOTICE OF GR	ANT AND A	GREEMEN	T AWARD		7/2012
1. Award Identifying Number 2. Amendmen		2. Amendment No.	3. Award/Project Period 4		. Type of Award Instrument		
5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address)				6. Recipient O	organization: (N	ame and Add	ress)
				DUNS:		EIN:	
7. NRCS Program Contact: 8. NRCS Administrative Conta			ntive Contact:	9. Recipient Program Contact: 10. Recipient Admin. Contact:		nt Admin. Contact:	
11. CFDA Number	12. Authority	rity		13. Type of Action		14. Project Director	
15. Project Title/Desc	_ ProfitNo	onprofitHigher	Education	Federal	State/Local _	Indian/Na	tive American
17. Select Funding Type:	Fede	eral No	n-Federal	3. Accounting and	Amount	Data Fiscal Year	Treasury Symbol
Original Funds Total  Additional Funds To							
Grand Total:							
19. APPROVED BU	DGET						
Personnel	\$ Fringe B		nge Benefits	ge Benefits \$			
Travel	\$ Equipme		uipment	\$			
Supplies	plies \$ Contractual		ntractual		\$		
Construction	Construction \$ Other				\$		
Total Direct Cost\ \$			otal Indirect Cost \$				
			Total Non-Federal Funds		\$	\$	
		To	tal Federal Funds	Awarded	\$		

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Total Approved Budget

(continuation)

Award Identifying Number	Amandment N	RANT AND AGREEMENT AWARI	0
-	Amendment No.	Award/Project Period	Type of Award Instrument
68-9457-17-201		Date of STC Signature - July 7, 2017	
		and of one digitature - July 7, 2017	Cooperative Agreement

Name and Title of Authorized Government Representative Signature	Date
Keisha Tatem, State Conservationist  Name and Title of Authorized Recipient Representative Signature	7-3-2017
Tommie Martin, County Supervisor	Date
( anemas ( Martin	7-3-2017

### NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

### PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Gila County Sponsor	This action authorized at an official meeting of the Gila County Board of Supervisors on the 12th day of June 2017 at Globe State of Arizona.
	Deputy Clerk of the Board (Title)

Attachments to Agreement - The parties agree to adhere to the requirements found in all attachments to this agreement: Attachment A: Statement of Work

Attachment B: NRCS General Terms and Conditions (Revised June 2017)

Attachment C: Procurement Standards - 2 CFR 200.317 through 200.326

Attachment D: Appendix II to 2 CFR Part 200

Attachment E: NRCS Supplement to OSHA Parts 1910 and 1926

SF-424D (Assurances)

# STATEMENT OF WORK BETWEEN THE U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE AND GILA COUNTY

**PROJECT**: Pinal Wildfire, Arizona, Emergency Watershed Protection ("EWP") FY17 Project #5077 – Locally Led with Financial Assistance only.

This agreement is entered into by and between the U. S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", and Gila County, hereinafter referred to as the "Sponsor".

#### I. PURPOSE

The purpose of this agreement is to provide financial and/or technical assistance to implement recovery measures that, if left undone, pose a risk to life and/or property.

#### II. AUTHORITY

Under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed.

#### III. OBJECTIVES

The objective of this agreement is to remove watershed impairments caused by Pinal Fire that are creating a serious threat to life and property through a locally awarded and administered construction contract. The design and installation of EWP measures are detailed in the individual damage survey report (DSRs) and listed below:

Damage Survey	Description	Estimated
Report (DSR)		Construction
No. 1		Cost
	Debris Removal (hauling, chipping &	\$131,100.00
	disposal)	
	Channel Clearing & Snagging	\$132,000.00
	Jersey Barrier (materials & placement)	\$ 28,000.00
	Sandbags (materials & placement)	\$ 9,000.00
Total Estimated Construction Cost		\$300,100.00

- A. The individual Damage Survey Report(s) ("DSR") is established through discussions between the Sponsor and NRCS. It defines the site(s), work to be completed, and estimated construction costs for this project.
- B. It is agreed that the total estimated construction cost are: \$300,100.00. Based on this estimate:
  - 1. NRCS will contribute Financial Assistance Funds ("FA") in the amount of \$225,075.00 (up to 75 percent of total construction costs) as reimbursement to the Sponsor for approved on-the-ground construction costs. Construction costs are associated with the installation of the project measures including labor, equipment, and materials.
  - 2. There is no Technical Assistance Funds ("TA") associated with this agreement.
  - 3. The Sponsor will contribute funds in the amount of \$75,025.00 (25 percent of the total construction costs) in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

#### IV. RESPONSIBILITIES OF THE PARTIES

#### A. THE SPONSOR WILL:

- 1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
- 2. Sponsor will work closely with the NRCS in carrying out the terms and conditions of the agreement. They will complete proper documents to ensure payment of funds by NRCS as requested to complete the objectives of the agreement and will be the representative for the Sponsor in all matters concerning this agreement.
- 3. Comply with the applicable requirements in Attachment B, "General Terms and Conditions," of this agreement.
- 4. Comply with all laws, regulations, Executive Orders, and other applicable terms and conditions referenced and incorporated as attachments to this agreement.
- 5. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this

- certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
- 6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
- 7. Provide 25% of the actual, eligible and approved construction cost, as outlined in Section III.B. These costs may be in the form of cash, in-kind construction services, or a combination of both.

Eligible construction costs are described in the approved Damage Survey Report (DSR) listed in Section III. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors, and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

- 8. Be responsible for 100 percent of all ineligible construction costs, and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
- 9. Account for and report FA expenditures in order for expenses to be eligible for reimbursement.
- 10. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.
- 11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the predesign conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

- a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.

- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
- 12. Prepare all contractual documents and contract for the project measures in accordance with 2 CFR § 200.317-326 (Attachment) and clauses referenced in Appendix II, Part 200, (Attachment), applicable state requirements, and the Sponsors' procurement regulations.
- 13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
- 14. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.
- 15. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.
- 16. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations, NRCS Supplement to OSHA Parts 1910 and 1926 (Attachment), and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.
- 17. Complete and submit (on Sponsor letterhead) accrual information to the NRCS Program/Technical Contact no later than 15 days prior to the end of the quarter (submit by March 15, June 15, September 15, and December 15). NRCS requires quarterly accrual information on the value of the work that has been performed or will be performed in cooperation with NRCS, but for which an SF 270 has not yet been submitted. The U.S. Congress relies on audits of financial statements, including accrual information, to determine future funding amounts for NRCS on-going and new projects and programs.

- 18. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.
- 19. Pay the contractor(s) as provided in the contract(s).
- 20. Submit copies of billings for reimbursement to NRCS on Form SF-270, "Request for Advance or Reimbursement", on a monthly, but not less than quarterly (March, June, September, and December) basis to the NRCS Program/Technical Contact. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. All requests for reimbursement shall include all appropriate and complete documentation to support the reimbursement request. Payments will be withheld until all required documentation is submitted and complete.

The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

The required documentation for reimbursement of technical and administrative services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

- 21. Be responsible for ensuring their System for Award Management (SAM) registration is active throughout the life of the agreement so that reimbursements are not delayed. NRCS cannot process a reimbursement to a sponsor unless the sponsor is registered in SAM.
- 22. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the construction contract awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses.
- 23. Receive payment under this Agreement using electronic funds transfer (EFT) procedures in accordance with 31 C.F.R. § 208.

- 24. Be responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the Sponsors and third parties to carry out the approved Project. Matters concerning violation of law should be referred to the Federal, State, or local authority having proper jurisdiction.
- 25. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
- 26. Retain all records dealing with the award and administration of contract(s) for three (3) years from the date of the sponsor's submission of the final Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three (3) year period, the records are to be retained until the litigation is resolved or the end of the three (3) year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
- 27. Be responsible for all administrative expenses (including but shall not be limited to facilities, clerical expenses), and legal counsel necessary including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
- 28. Submit requests for a time extension to the agreement (if necessary) in writing no less than three (3) days prior to the expiration date of the agreement specified in Section VI. See Attachment B, General Terms and Conditions. Submit the written, signed request to the NRCS Program/Technical Contact in addition to the Administrative Contact.
- 29. By signing the Agreement, the Sponsor assures the Department of Agriculture that the program or activities provided for under this Agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

#### B. THE NRCS WILL:

- 1. Reimburse the Sponsor up to 75 percent of the actual approved cost of construction as explained in Section III.
- 2. Prepare final plans, specifications, operation and maintenance plan and quality assurance plan (QAP); review and concur plan of operations (if required). Provide copies to the sponsor.
- 3. Not be substantially involved with the contractual administration of this agreement, but will provide advice and counsel as needed.

- 4. Make periodic site visits during the installation of the EWP project measures. NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
- 5. Provide periodic construction inspection in accordance with the QAP during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
- 6. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
- 7. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

#### C. IT IS MUTUALLY AGREED:

- 1. This agreement may become null and void seven (7) calendar days after the date NRCS has signed and executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded.
- 2. The furnishing of financial, administrative and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and/or uncommitted funding in the EWP Program that is available for obligation in the year in which the assistance will be provided. NRCS cannot make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS' ability to provide such assistance.
- 3. The furnishing of the administrative and technical services by NRCS is contingent upon the continuing availability of appropriations by the Congress from which payment may be made and shall not obligate NRCS if the Congress fails to so appropriate.
- 4. In the event of default of a construction contract awarded pursuant to this Agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this Agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the Agreement.

- 5. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this Agreement. NRCS will not be obligated to contribute funds under any Agreement or commitment made by the Sponsor without prior concurrence of NRCS.
- 6. The State Conservationist may make adjustments in the estimated cost to NRCS for constructing the EWP project measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS nor reduce funds below the amount required to carry out NRCS' share of the contract.
- 7. That once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement (over and above the NRCS commitment of up to 75 percent of actual construction costs and within the not-to-exceed amount) will be de-obligated from the agreement.
- 8. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without complying with their responsibilities as set out in this agreement.
- 9. If inconsistencies arise between the language in Attachment A Statement of Work and other attachments in this agreement, the language in the Statement of Work takes precedence.

#### V. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

The following accomplishments and deliverable will be provided to NRCS.

- 1. Signed NRCS-ADS-78 supported by an attorney's opinion.
- 2. One copy of the notice of solicitation, bid abstract, and notice of award, if applicable.
- 3. Certification that the project was installed in accordance with the plans and specifications.
- 4. Quantities, invoices, job diaries of the units of work applied (materials, equipment & labor) for each site.

#### VI. PERIOD OF PERFORMANCE

This agreement is effective as of the date of final signature by USDA/NRCS on NRCS-ADS-093 form, Notice of Grant and Agreement Award, and continues in full force and effect through 10 calendar days after the date NRCS has signed and executed this agreement. The agreement may be amended to extend for an additional 10 calendar days, if adverse weather conditions exist or other unforeseeable conditions affect implementation.

#### VII. RESOURCES REQUIRED

#### A. Sponsor:

- Administrative personnel to provide contracting services and/or procurement of items/services needed to implement the agreement, obtain land rights, and other administrative requirements identified in the agreement.
- Office space and associated office equipment to prepare reports, prepare payments requests, etc.
- Equipment and personnel if identified in a Plan of Operations.

#### B. NRCS

- Technical and administrative personnel to provided assistance to support the implementation of the agreement.
- Technical personnel to develop technically sound and feasible solutions to restore
  the sites and develop engineering plans and specifications and equipment and/or
  personnel to provide construction inspection.

#### VIII. MILESTONES

Milestones shall include, but not limited to, the following items:

- 1. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion, or equivalent.) prior to start of construction.
- 2. Obtaining permits.
- 3. Solicit bids.
- 4. Award contract.
- 5. Issue notice to proceed.
- 6. Implement, direct and oversee construction activities.
- 7. Prepare closeout documents and submit payment/reimbursement request with supporting documentation.

## NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

## GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

#### I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at

 $\frac{https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR}{http://www.ecfr.gov/}.$ 

- (1) 2 CFR Part 25, "Universal Identifier and System of Award Management"
- (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
- (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
- (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
- (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
- b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <a href="https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR">https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR</a> and <a href="http://www.ecfr.gov/">http://www.ecfr.gov/</a>.
  - (1) 2 CFR Part 175, "Award Term for Trafficking in Persons"
  - (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
  - (3) 2 CFR Part 418, "New Restrictions on Lobbying"
  - (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at
  - https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.
    - (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"
    - (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

Rev June 9, 2017 Page 1 of 8

#### II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

#### III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
- d. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"
  - You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  - 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
  - 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  - 4. If NRCS determines that you are not in compliance with this award provision, NRCS:
    a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
    - b. May pursue other remedies available for your material failure to comply withaward terms and conditions.

#### IV. PRIOR APPROVAL REQUIREMENTS

Rev June 9, 2017 Page 2 of 8

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
  - 1. Grant or agreement number
  - 2. Narrative explaining the requested modification to the project purpose or deliverables
  - 3. A description of the revised purpose or deliverables
  - 4. Signatures of the authorized representative, project director, or both
- b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.
- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
  - 1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
  - 2. Severs his or her affiliation with the grantee, the grantee's options include—
    - Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
    - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
    - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
  - 3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
    - i. The forms and certifications included in the application package
    - ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)

Rev June 9, 2017 Page 3 of 8

- iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
- iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

**Note:** The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, therecipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following:
  - The length of additional time required to complete the project and a justification for the extension
  - A summary of progress to date
  - An estimate of funds expected to remain unobligated on the scheduled expiration date
  - A projected timetable to complete the portions of the project for which the extension is being requested
  - Signature of the grantee and the project director
  - A status of cost sharing to date (if applicable)

**Note:** An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted.

#### V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills,

Rev June 9, 2017 Page 4 of 8

payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

#### VI. ACCRUALS

- a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15<sup>th</sup>).
- b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information.
- c. At a minimum, the signed accrual statement should include, "Under agreement number \_\_\_\_\_, at the close of the quarter ending \_\_\_\_\_, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of \$\_\_\_\_\_." Include the name and title of the person preparing the accrual estimate.

#### VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

Quarterly Schedule	Report Due Date		
October 1 to December 31	January 31		
January 1 to March 31	April 30		
April 1 to June 30	July 31		
July 1 to September 30	October 31		

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

#### VIII. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. Every 6 months the recipient must submit a written progress report. Each report must cover—
  - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per

Rev June 9, 2017 Page 5 of 8

unit of output.

- 2. The reasons why goals and objectives were not met, if appropriate.
- 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 calendar days after completion of project.

#### IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

#### X. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

## XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

Rev June 9, 2017 Page 6 of 8

- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:
  - "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."
- e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:
  - "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

#### XII. COST-SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
  - 1. Immediately notify the NRCS administrative contact of the situation.
  - 2. Specify the steps it plans to take to secure replacement cost sharing.
  - 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

Rev June 9, 2017 Page 7 of 8

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

#### XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

#### XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

#### XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

#### XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

#### XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

Rev June 9, 2017 Page 8 of 8

#### **Appendix II to Part 200**

#### **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Code of Federal Regulations / Title 2 - Grants and Agreements / Vol. 1 / 2014-01-01195 (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3. "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. (Not required for EWP program)

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or

under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Code of Federal Regulations / Title 2 - Grants and Agreements / Vol. 1 / 2014-01-01196 (K) See § 200.322 Procurement of recovered materials.

#### NATURAL RESOURCES CONSERVATION SERVICE SUPPLEMENT TO OSHA PARTS 1910 AND 1926 CONSTRUCTION INDUSTRY STANDARDS AND INTERPRETATIONS

The Contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926, Construction Industry Standards and Interpretations, and with this supplement.

Requests for variances or waiver from this supplement are to be made to the Contracting Officer in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for a waiver or a variance shall include--

- (1) Specific reference to the provision or standard in question;
- (2) An explanation as to why the waiver is considered justified; and
- (3) The Contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable the Contracting Officer to render a decision.

No waiver or variance will be approved if it endangers any person. The Contractor shall not proceed under any requested revision of provision until the Contracting Officer has given written approval. The Contractor is to hold and save harmless the Natural Resources Conservation Service free from any claims or causes of action whatsoever resulting from the Contractor or subcontractors proceeding under a waiver or approved variance.

Copies of OSHA Parts 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

Superintendent of Documents U.S. Government Printing Office Washington, D.C. 20402

#### 1.0 GENERAL CONTRACTOR REQUIREMENTS:

- 1.1 SAFETY PROGRAM. Each Contractor is to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The Contractor is to submit in writing a proposed comprehensive safety program to the Contracting Officer for approval before the start of construction operations. The program is to specifically state what provisions the Contractor proposes to take for the health and safety of all employees, including subcontractors and rental equipment operators. The program shall be site specific and provide details relevant to the work to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards.
- 1.2 PRECONSTRUCTION SAFETY MEETING. Representatives for the Contractor are to meet with the Contracting Officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.
- 1.3 JOINT SAFETY POLICY COMMITTEE. The Contractor or designated on-site representative is to participate in monthly meetings of a joint Safety Policy Committee, composed of the Natural Resources Conservation Service (Contracting Local Organization in locally awarded contracts) and Contractor supervisory personnel. At these meetings the Contractor's project manager and the Contracting Officer will review the effectiveness of the Contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.
- 1.4 SAFETY PERSONNEL. Each Contractor is to designate a competent supervisory employee satisfactory to the Contracting Officer to administer the safety program.
- 1.5 SAFETY MEETINGS. A minimum of one "on-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all construction personnel at the jobsite. The Contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.

- 1.6 SAFETY INSPECTION. The Contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.
- 1.7 FIRST AID TRAINING. Every Contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.
- 1.8 REPORTS. Each Contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved by the Contracting Officer. A copy of all reports is to be provided to the Contracting Officer. All fatal or serious injuries are to be reported immediately to the Contracting Officer, and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the Contracting Officer. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately. The Contractor is to assist and cooperate fully with the Contracting Officer in conducting accident investigations. The Contracting Officer is to be furnished all information and data pertinent to investigation of an accident.
- 1.9 CERTIFICATION OF INSURANCE. Contractors are to provide the Contracting Officer or his or her authorized representative with certificates of insurance before the start of operations indicating full compliance with State Worker's Compensation statutes, as well as other certificates of insurance required under the contract.

#### 2.0 FIRST AID AND MEDICAL FACILITIES:

- 2.1 FIRST AID KITS. A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well-identified, locations at the ratio of at least 1 kit for each 25 employees. The first aid kits are to be moisture proof and dust tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.
- 2.2 EMERGENCY FIRST AID. At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the Contractor to care for injured employees. The names of the certified employees shall be posted at the jobsite.
- 2.3 COMMUNICATION AND TRANSPORTATION. Prior to the start of work, the Contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees. At least one stretcher and two blankets shall be readily available for transporting injured employees.
- 2.4 FIRST AID AND MEDICAL REPORTS. The Contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the Contracting Officer and are to include--
  - (a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;
  - (b) Cumulative record of injury for each individual;
  - (c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and
  - (d) Required records for worker's compensation.
- 2.5 SIGNS AND DIRECTIONAL MARKINGS. Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.
- 2.6 EMERGENCY LISTING. A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

#### 3.0 PHYSICAL QUALIFICATIONS OF EMPLOYEES:

3.1 GENERAL REQUIREMENTS. Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.

- 3.2 HOIST OPERATORS. Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The Contractor is to submit a copy of each certification to the Contracting Officer.
- 3.3 HEAVY EQUIPMENT OPERATORS. It is recommended that operators of trucks and heavy construction equipment be given physical examinations to determine if they are physically qualified to perform their assigned work without endangering themselves or others.
- 3.4 MOTOR VEHICLE OPERATORS. Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the past year showing that they are physically qualified to operate vehicles safely.

#### 4.0 PERSONAL PROTECTIVE EOUIPMENT:

- 4.1 HARDHAT AREAS. The entire jobsite, with the exception of offices, shall be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats. The Contractor shall provide hardhats for visitors entering hardhat areas.
- 4.1.1 LABELS. Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.
- 4.2 POSTING. Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) and white background shall be erected at access points to designated hardhat areas:

#### CONSTRUCTION AREA - HARDHATS REQUIRED BEYOND THIS POINT

These signs are to be furnished and installed by the Contractor at entries to shops, construction yards, and job access points.

- 4.3 SAFETY GOGGLES (DRILLERS)
- 4.3.1 DRILLERS AND HELPERS. Drillers and helpers operating pneumatic rock drills must wear protective safety goggles.

#### 5.0 MACHINERY AND MECHANIZED EQUIPMENT:

- 5.1 SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.
- 5.2 TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work. Mixer barrels are to be securely locked out before permitting employees to enter them for cleaning or repair.

#### 5.3 HAUL ROADS FOR EQUIPMENT

- 5.3.1 ROAD MAINTENANCE. The Contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and ice hazards. Wherever dust is a hazard, adequate dust-laying equipment shall be available at the jobsite and utilized to control the dust.
- 5.3.2 SINGLE-LANE HAUL ROADS. Single-lane haul roads with two-way traffic shall have adequate turnouts. Where turnouts are not practical, a traffic control system shall be provided to prevent accidents.
- 5.3.3 TWO-WAY HAUL ROADS. On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing

traffic, considering the type of hauling equipment used.

- 5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS. Haul road design criteria and drawings, if requested by the Contracting Officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 percent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.
- 5.3.5 OPERATORS. Machinery and mechanized equipment shall be operated only by authorized qualified persons.
- 5.3.6 RIDING ON EQUIPMENT. Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.
- 5.3.7 GETTING ON OR OFF EQUIPMENT. Getting on or off equipment while the equipment is in motion is prohibited.
- 5.3.8 HOURS OF OPERATION. Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.
- 5.4 POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)
- 5.4.1 PERFORMANCE TEST. Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the Contracting Officer. Test data shall be recorded and a copy furnished the Contracting Officer.
- 5.4.2 PERFORMANCE TEST—POWER CRANES (Crawler mounted, truck mounted and wheel mounted). The performance test is to be carried out as per ANSI requirements. The test is to consist of raising, lowering, and braking the load and rotating the test load through 360° degrees at the specified boom angle or radius. Cranes equipped with jibs or boom-tip extensions are to be tested using both the main boom and the jib, with an appropriate test load in each case.
- 5.4.3 PERFORMANCE TEST—DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES. This equipment is to be performance tested as per ANSI requirements.
- 5.4.4 BOOM ANGLE INDICATOR. Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order.
- 5.4.5 CRANE TEST CERTIFICATION. The performance test required by 5.4.2 and 5.4.3 is fulfilled if the Contractor provides the Contracting Officer a copy of a certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the Contracting Officer.
- 5.4.6 POSTING FOR HIGH VOLTAGE LINES. A notice of the 10-foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes, and related equipment.
- 5.4.7 BOOM STOPS. Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83° or less, until completely stopping the boom at not over 87° above horizontal.
- 5.4.8 SAFETY HOOKS. Hooks used in hoisting personnel or hoisting loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibit turning.
- 5.5 ROLLOVER PROTECTIVE STRUCTURES (ROPS)

- 5.5.1 ROLLOVER PROTECTIVE STRUCTURES. OSHA 1926, Subpart W, Overhead Protection, Sections 1001 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.
- 5.5.2 EQUIPMENT REQUIRING ROPS. The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push-and-pull tractors, winch tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and rollers, compactors, water tankers (excluding trucks with cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.
- 5.5.3 EQUIPMENT REQUIRING SEATBELTS. The requirements for seatbelts as specified in OSHA Subpart 0, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926.602 shall also apply to self-propelled compactors and rollers, and rubber-tired skid-steer equipment.

#### **6.0 LADDERS AND SCAFFOLDING:**

- 6.1 LADDERS. OSHA 1926, Subpart L Section 450. Ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved. No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.
- 6.2 SCAFFOLDING. OSHA 1926, Subpart L Section 451. Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.
- 6.3 SAFETY BELTS, LIFELINE, AND LANYARDS. OSHA 1926, Subpart E, Section 104. Lifelines, safety belts and lanyards independently attached or attended, shall be used when performing such work as the following when the requirements of 6.1 or 6.2 above cannot be met.
  - (a) Work on stored material in hoppers, bins, silos, tanks, or other confined spaces.
  - (b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets, tying reinforcing bars; and work from Boatswain's chairs, swinging scaffolds, or other unguarded locations at elevations greater than 6 feet.
  - (c) Work on skips and platforms used in shafts by crews when the skip or cage does not block the opening to within 1 foot of the sides of the shaft, unless cages are provided.

#### ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009 Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

# PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
- Will give the awarding agency, the Comptroller General
  of the United States and, if appropriate, the State,
  the right to examine all records, books, papers, or
  documents related to the assistance; and will establish
  a proper accounting system in accordance with
  generally accepted accounting standards or agency
  directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  - Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

- Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE		
Emmu C'Mart.	Chair, Gila County Board of Supervisors		
APPLICANT ORGANIZATION	DATE SUBMITTED		
Gila County	06/28/2017		

Tommie C. Martin, District I 610 E. Hwy 260, Payson, 85547 (928) 474-2029 <a href="martin@gilacountyaz.gov"><u>martin@gilacountyaz.gov</u></a>

Tim R. Humphrey, District II (928) 402-8753 thumphrey@gilacountyaz.gov

Woody Cline, District III (928) 402-4401 wcline@gilacountyaz.gov



1400 E. Ash Street Globe, Arizona 85501 County Manager (928) 402-4257 jmenlove@gilacountyaz.gov

W. James Menlove

Marian Sheppard, Clerk of the Board of Supervisors (928) 402-8757 <u>msheppard@gilacountyaz.gov</u>

July 3, 2017

Keisha Tatem State Conservationist USDA-NRCS 230 N. First Ave., Suite 509 Phoenix, Arizona 85003

Dear Ms. Tatem,

Gila County would like to respectfully request a ten day extension to the Pinal Wildfire Emergency Watershed Protection project, to be extended to July 17, 2017.

Due to the contracting procedures and the various entities, cooperators and contractors involved, we find that we have a very limited timeframe in which to complete this project. We find that we finally have all of the contracts and agreements in place; however this portion of the project has taken longer than originally anticipated. This issue has been further exacerbated by having the project fall over the July 4<sup>th</sup> holiday, making it even more difficult to accomplish during the original time frame.

On Friday, June 30, 2017, we received a Nationwide Permit (NWP) verification letter from the Army Corp of Engineers that this project would fall under NWP37, Emergency Watershed Protection and Rehabilitation; however the letter did not include the coordinates for Kellner and Ice House Canyons. Staff has reached out today to verify that those washes are included in the verification letter. We anticipate having that clarification today. Gila County has been committed to ensuring that all documents, verifications and permits are in place prior to beginning work on this project.

Because of limited access to the washes in in the project area, the mitigation efforts require that most of the debris removal will be accomplished one parcel at a time, much of it by hand, dragging debris to the closest road. With more than 20 miles of washes, the magnitude of the project is such that additional time is requested and will be needed for completion.

Sincerely,

Jacque C Sanders

Assistant County Manager

Jacque C. Sandus

#### **United States Department of Agriculture**

JUL 5 2017

Jacque Sanders Assistant County Manager Gila County 1400 East Ash Street Globe, Arizona 85501

Dear Ms. Sanders:

In response to your July 3, 2017 correspondence and in accordance with the Natural Resources Conservation Service Emergency Watershed Protection (EWP) Program Policy, I hereby grant an additional 10-day performance time extension for the Pinal Fire EWP project. This 10-day performance time extension will extend the current cooperative agreement from July 7, 2017 to July 17, 2017.

Based on your documented efforts and as confirmed by my staff, I have determined that it is in the best interest of the Federal Government and the citizens of Gila County to extend the time to implement this essential project. I further attest that this extension is a direct result of:

- Late confirmation from the Army Corp of Engineers regional permit approval that caused your available construction window to effectively shrink down to three days
- Coordination among 140 plus private land owners for right-of-way and construction access
- Mitigation efforts requiring construction operations from channel banks to avoid impacts on cultural resources and endangered species
- Contracting operations to ensure full compliance with State Laws regarding notice, solicitation, and award

I further affirm that Gila County has exhausted all efforts to work through each of the complex, unique and timely issues outlined above impacting implementation and that Gila County is now taking the necessary actions to address these concerns in order to fully implement all previously identified recovery and mitigation efforts in accordance with the revised performance schedule you have provided to me.

Jacque Sanders Page Two

Should you have any questions regarding this extension, please contact David Beyman, State Conservation Engineer, at 602-285-6351, or via email at <a href="mailto:david.beyman@az.usda.gov">david.beyman@az.usda.gov</a>.

Sincerely,

**BLAKE GLOVER** 

Acting State Conservationist

cc:

Roylene Rides at the Door, Acting Deputy Chief for Science & Technology, NRCS, Washington, DC

Luis Laracuente, Acting Emergency Watershed Protection Program Manager, NRCS, Washington, DC

Shawn Anderson, National Emergency Watershed Protection Program Coordinator, NRCS, Washington, DC

David Beyman, State Conservation Engineer, NRCS, Phoenix, Arizona

			NOTIO	CE OF GE	PANT AN	DA	CDEEME	NT AWARD		7/201	
1. Award Identify	ing N	umber	2. Am	endment No.							
68-9457-17-2			1	01						Award Instrument	
5. Agency: Natural Resources Conservation Service				July 3,	20		17, 2017	Coopera	tive Agreement		
(Name and Add	iress)			ar rec (ITRE)	"		Gila County	Organization: (	Name and A	(ddress)	
	Arizona State Office						1400 E. Asi				
230 N. 1st Av	enu	e, Suite 50	9				Globe, AZ				
Phoenix, AZ	850(	)3					DUNS:		EIN:		
							0744621	02	86-600	0444	
7. NRCS Program	Cont	act:	8 NDC	S Administra	ation Control						
David Beyman,	602-2	285-6351			inistrative Contact: 9. Recipient Prog				oient Admin. Contact:		
david.beyman@	az.u		pam.hu	bacher@wdo	er, 608-662-4422 x268 Steve Sanders, 9 jsanders@gilacou		s, 928-402-8770 acounty,gov	Jacque Sanders, 928-402-877 jsanders@gilacountyaz.gov			
CO. 2004 - 100 State Co. C				1 22			13. Type of A	ction	14. Proje	et Director	
10.923		Emergency W 7 CFR Part 62	/atershe 24	ed Protection	1		Amenda	nent	Jacque Sanders jsanders@gilacountyaz.gov		
15. Project Title/D											
			Pinal V VRCS-A	Vildfire, Gila ADS-093 an	County, Pr	oject	#5077, Glob	e, AZ. Financi	al and Te	chnical Assistance.	
16. Entity Type: _	P		profit		Education			State/Local	Indian/8	Native American	
	0	ther					*		ilidian/r	Native American	
17 6 1 . 8						18. /	Accounting and	Appropriation I	Note		
17. Select Funding Type:			I No	Non-Federal		· · · · · · · · · · · · · · · · · · ·	pp. op. milon Data				
0::-15 1 5		T tati	a1	A INOU	-rederal	Fina	ncial Code	Amount	Fiscal Year	T C	
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Additional Funds T	otal:	NO COST	TIME			T AA	(500 4115)	ΨΖΖ3,073	2017	12/10/2	
Grand Total:				EV I EN2	ION		7				
		\$225,075	5	\$75,025	,025						
19. APPROVED B	UDGI	ET									
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Travel	0							\$			
	\$		Equipment					S	S		
Supplies	S			Cont	Contractual		S	S			
Construction	\$ 300,100			Othe	Other		\$	\$			
Total Direct Cost\	S			Total	Indirect Cost			S			
				Total	Non-Federal	Funds	3	<sup>\$</sup> 75,025			
				Total	Total Federal Funds Awarded			\$ 225.07	\$ 225,075		
				Total	Total Approved Budget			\$ 270.090	\$ 270,090		
This agraement is sub-		12 12 22			)!						

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payce that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

(Continuation)

	NOTICE OF GI	RANT AND AGREEMENT AWARI	0
Award Identifying Number	Amendment No.	Award/Project Project	Type of Award Instrument
68-9457-17-201	01	July 3, 2017 - July 17, 2017	Cooperative Agreement

Name and Title of Authorized Government Representative	Signature Arting	Date
Keisha Tatem, State Conservationist	Ald ()	
Name and Title of Authorized Recipient Representative	Signature	7-5-2017
Tommie Martin, County Supervisor	9 . 74	
	(ames ( //mlan	7-5-2017

#### NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Sponsor

This action authorized at an official meeting of the

Calla County transl of Superinser on the

12th day of June , 2017

at Globe

of ARIZONA

Deputy Clerk of the Bound
(Title)

Attachments to Agreement - The parties agree to adhere to the requirements found in all attachments to this agreement: Attachment A: Amendment 1 to the Statement of Work

#### **ATTACHMENT A**

AMENDMENT 1
to the
STATEMENT OF WORK
BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND
GILA COUNTY

**PROJECT**: Pinal Wildfire, Arizona, Emergency Watershed Protection ("EWP") FY17 Project #5077 – Locally Led with Financial Assistance only.

The purpose of this amendment is to extend the expiration date of the agreement to July 17, 2017. All references in the agreement to the expiration date of July 7, 2017 are hereby changed to July 17, 2017.

#### AMEND:

### VI. PERIOD OF PERFORMANCE

This agreement is effective as of the date of final signature by USDA/NRCS on NRCS-ADS-093 form, Notice of Grant and Agreement Award, and continues in full force and effect through **July 17, 2017**. The agreement may be amended to extend the date.

All other terms and conditions of the agreement are unchanged.

Assessor's Parcel Number	
Property Owner:	

### **COOPERATIVE AGREEMENT** FOR FLOOD MITIGATION

This Agreement is made by and between Gila County and the following Landowner/Land Operator (hereinafter referred to as the Cooperator):

Name(s) **Mailing Address** Telephone **Email** 

#### WHEREAS:

The area in which Cooperator's land is located is vulnerable to flooding, debris flows, and erosion;

Gila County has entered into a separate Agreement with the USDA Natural Resources Conservation Service (NRCS) for Emergency Watershed Protection Program funding to assist with flood mitigation measures;

Gila County is willing to make available for Cooperators' use various flood mitigation devices such as sand bags and to assist Cooperators with special needs who are unable to complete the installation of these devices on their own;

For severe flood mitigation areas, the County is willing to provide and install concrete barriers and other mitigation measures on Cooperator's property;

Cooperator is willing to accept County and NRCS assistance under the terms and conditions outlined in this Agreement;

#### NOW THEREFORE:

1.	Cooperator owns or operates land described as:
Asses	sor's Parcel Number:
Physic	cal address or description:
2.	Gila County will provide the Cooperator with the following mitigation measures on
Coon	aratar's proporti

- Cooperator's property:
  - Sand and sand bags for Cooperator's installation
  - Assistance with installation of sand bags or concrete barriers on Cooperator's property
  - Other:

Flood mitigation devices provided are to be used only for protection of residential structures on Cooperator's property.

- 3. Cooperator understands and agrees that: the mitigation measures supplied by or installed with the assistance of the County may not prevent all flood, debris flow, or erosion damage to Cooperator's property; that Cooperator assumes the risk of any loss, including personal injury or property damage that may result from diverting natural flows on Cooperator's property.
- 4. Cooperator further agrees to hold harmless Gila County for any loss, including personal injury or property damage, attorney fees and costs that may result from any assistance provided by the County, its officers, agents, employees, or contractors.
- 5. Cooperator further agrees to waive any right to sue, or make a claim against, and release Gila County from any liability that may be alleged as a result of the County's assistance to Cooperator.
- 6. As a condition of receiving assistance in the form of flood mitigation measures, placement, or installation, Cooperator hereby grants a license to the County officials to enter Cooperator's property for purposes of providing and/or installing flood mitigation devices and of inspecting flood mitigation measures for grant funding compliance. The County agrees to make a reasonable attempt to contact Cooperator prior to entering Cooperator's property.
- 7. Cooperator is responsible for continuing maintenance of the flood mitigation devices.
- 8. Except in cases of noncompliance by Cooperator with the terms of this Agreement, either party may terminate this agreement upon thirty (30) days' written notice to the other parties, but only after flood mitigation measures installed on Cooperator's property have been in use for a minimum of one year. Noncompliance by Cooperator may result in immediate termination of this Agreement by the County. In the event of termination, the County will be authorized to enter Cooperator's property and remove the flood mitigation measures.
- 9. Cooperator warrants that he or she has full authority under title of ownership or lease to execute this document and to abide by the terms and conditions stated herein.
- 10. The terms and conditions of Attachment A are incorporated by reference herein as a part of this agreement.

COOPERATOR(S)	
Signature	Date
GILA COUNTY	
Signature	Date



Calley Anderson
Dan Benjamin
Denise Boode
June Ava Florescue
Rick Husk
Diana Kanon
Jessica Oortman
Patricia Pfeiffer
Travis Shields

### GILA COUNTY ATTORNEY

Bradley D. Beauchamp

#### **OPINION OF TITLE**

June 23, 2017

Keisha Tatem State Conservationist USDA-NRCS 230 N. First Ave., Suite 509 Phoenix, AZ 85003

RE: Assurances Relating to Real Property Acquisition Pinal Wildfire Emergency Watershed Protection (EWP)Project, EWP, Gila County, AZ

Dear Ms. Tatem,

As Attorney for the County of Gila, I certify an examination of the real property instruments and files for the referenced project were made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property (each easement) was acquired.

Jefferson R. Dalton,

Deputy Gila County Attorney, Civil Bureau Chief

geron Rolain

Phone: (928) 474-4068



# DEPARTMENT OF THE ARMY LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS 3636 N CENTRAL AVENUE, SUITE 900 PHOENIX, ARIZONA 85012-1939

June 30, 2017

SUBJECT: Nationwide Permit Verification

Mr. Steve Sanders Gila County Public Works Division 400 East Ash Street Globe, Arizona 85501

Dear Mr. Sanders:

I am responding to your request (SPL-2017-00421) for a Department of the Army permit for your proposed project, Gila County Pinal Wildfire Emergency Watershed Protection. The proposed project is located in the City of Globe (33.38141°N, 110.77068°W, NAD 83), Gila County, Arizona.

Because this project would result in a discharge of dredged and/or fill material into waters of the U.S., a Department of the Army permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330).

I have determined construction of your proposed project, if constructed as described in your application, would comply with Nationwide Permit (NWP) 37, Emergency Watershed Protection and Rehabilitation. Specifically, and as shown in the enclosed figure(s), you are authorized to:

- 1. Remove vegetation and debris from channel and banks using a backhoe.
- 2. Vegetation and debris shall be hauled away via dump truck.
- 3. Existing roads will be used for access.

For this NWP verification letter to be valid, you must comply with all of the terms and conditions in Enclosure 1. Furthermore, you must comply with the non-discretionary Special Conditions listed below:

- 1. The permittee shall provide notice, either written or verbal, to the Corps of Engineers at least one week prior to the start of work, as to the anticipated beginning and ending dates of construction. The permittee shall maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit
- 2. A copy of the permit shall be on the job site at all times during construction. The permittee shall provide a copy of this permit to all construction representatives. The permittee shall require that all construction representatives read this authorization in its entirety and acknowledge they understand its contents and their responsibility to ensure compliance with all general and special conditions contained herein.
- 3. No later than one month following completion of authorized work in waters of the U.S., the permittee shall ensure all sites within waters of the U.S. subject to authorized, temporary

impacts are restored to pre-project alignments, elevation contours, and conditions to the maximum extent practicable to ensure expeditious resumption of aquatic resource functions. No later than 45 calendar days following completion of authorized work in waters of the U.S., the permittee shall submit the attached Certificate of Compliance signed and dated.

- 4. The permittee shall not discharge dredged or fill material while constructing this project or any other phase of this project, other than the permitted activities identified above.
- 5. The permittee shall allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished within the terms and conditions of the permit.

This verification is valid through March 18, 2022. If on March 18, 2022 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions. However, if I discover noncompliance or unauthorized activities associated with the permitted activity I may request the use of discretionary authority in accordance with procedures in 33 CFR part 330.4(e) and 33 CFR part 330.5(c) or (d) to modify, suspend, or revoke this specific verification at an earlier date. Additionally, at the national level the Chief of Engineers, any time prior to March 18, 2022, may choose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 CFR part 330.5. It is incumbent upon you to comply with all of the terms and conditions of this NWP verification and to remain informed of any change to the NWPs.

A NWP does not grant any property rights or exclusive privileges. Additionally, it does not authorize any injury to the property, rights of others, nor does it authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Thank you for participating in the Regulatory Program. If you have any questions, please contact Kathleen Tucker at (602) 230-6956 or via e-mail at <a href="kathleen.a.tucker@usace.army.mil">kathleen.a.tucker@usace.army.mil</a>. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at <a href="customer survey">customer survey</a>.

Sincerely,

Sallie Diebolt

Chief, Arizona Branch Regulatory Division

Sallie Diebolt



## LOS ANGELES DISTRICT U.S. ARMY CORPS OF ENGINEERS

## CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY NATIONWIDE PERMIT

**Permit Number:** *SPL-2017-00421* 

Name of Permittee: Steve Sanders, Gila County

Date of Issuance: June 30, 2017

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and return it by ONE of the following methods;

- 1) Email a digital scan of the signed certificate to Kathleen.A.Tucker@usace.army.mil OR
  - 2) Mail the signed certificate to

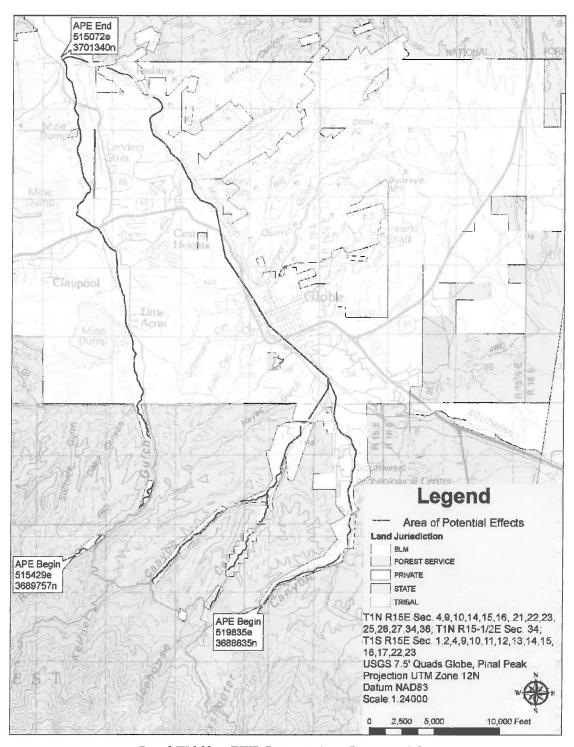
U.S. Army Corps of Engineers ATTN: Regulatory Division SPL-2017-00421 3636 N CENTRAL AVENUE, SUITE 900 PHOENIX, ARIZONA 85012-1939

I hereby certify that the authorized work and any required compensatory mitigation has been completed in accordance with the NWP authorization, including all general, regional, or activity-specific conditions. Furthermore, if credits from a mitigation bank or in-lieu fee program were used to satisfy compensatory mitigation requirements I have attached the documentation required by 33 CFR 332.3(1)(3) to confirm that the appropriate number and resource type of credits have been secured.

Signature of Permittee

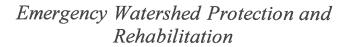
7/27/17 Date

# SPL-2017-421-Pinal Wildfire Emergency Watershed Protection Project Information Required for U.S. Army Corps of Engineers, Los Angeles District, NWP No. 37



Pinal Wildfire EWP Project Area Location Map

#### **NATIONWIDE PERMIT NUMBER 37**





US Army Corps of Engineers Los Angeles District Regulatory Division/Arizona Branch

#### A. General Information

This document is an aid to understanding the terms and conditions of your nationwide permit (NWP) by bringing together information issued separately in; (1) the Federal Register (82 FR 1860-2008)\*, (2) the Special Public Notice for NWP "Reissuance of the Nationwide Permits and Issuance of Final Regional Conditions for the Los Angeles District"\*, and (3) the Clean Water Act Section 401 water quality certification decisions (401 WQCs)\* issued by the White Mountain Apache Tribe, Hopi Tribe, Hualapai Tribe, Navajo Nation, U.S. Environmental Protection Agency, and Arizona Department of Environmental Quality. Please note that website addresses enclosed herein may have been changed and updated since publication of the original document.

- 1) Pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) and/or Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 401 et seq) the U.S. Army Corps of Engineers (Corps) published the "Issuance and Reissuance of Nationwide Permits" in the Federal Register (82 FR 1860-2008) on January 6, 2017. These NWPs are in effect from March 19, 2017 through March 18, 2022 unless modified, reissued, or revoked before that time. It is incumbent upon the permittee to remain informed of changes to the NWPs.
- 2) The Los Angeles District of the Corps issued a Special Public Notice (March 22, 2017) announcing final regional conditions for NWPs to ensure protection of high value waters within the State of Arizona.
- 3) The Los Angeles District of the Corps requested and obtained for the entire State of Arizona the 401 WQC decision for all NWPs on all tribal lands from the White Mountain Apache Tribe, Hopi Tribe, Hualapai Tribe, Navajo Nation, and U.S. Environmental Protection Agency and on all non-tribal lands from the Arizona Department of Environmental Quality.

A description of all NWPs and 401 WQCs can be found in the "Nationwide Permits for Arizona" Special Public Notice.\*

\*Note: The Federal Register can be accessed at <a href="https://www.gpo.gov/fdsys/pkg/FR-2017-01-06/pdf/2016-31355.pdf">https://www.gpo.gov/fdsys/pkg/FR-2017-01-06/pdf/2016-31355.pdf</a>

**Kev Sections:** 

B. Nationwide Permit Terms (page 1)

C. Nationwide Permit General Conditions (page 1)

D. District Engineer's Decision (page 7)

E. Nationwide Permit Regional Conditions (page 8)

F. 401 Water Quality Certifications (page 9)

#### B. Nationwide Permit Terms

37. Emergency Watershed Protection and Rehabilitation. Work done by or funded by: (a) The Natural Resources Conservation Service for a situation requiring immediate action under its emergency Watershed Protection Program (7 CFR part 624); (b) The U.S. Forest Service under its Burned-Area Emergency Rehabilitation Handbook (FSH 2509.13); (c) The Department of the Interior for wildland fire management burned area emergency stabilization and rehabilitation (DOI Manual part 620, Ch. 3); (d) The Office of Surface Mining, or states with approved programs, for abandoned mine land reclamation activities under Title IV of the Surface Mining Control and Reclamation Act (30 CFR subchapter R), where the activity does not involve coal extraction; or (e) The Farm Service Agency under its Emergency Conservation Program (7 CFR part 701).

In general, the prospective permittee should wait until the district engineer issues an NWP verification or 45 calendar days have passed before proceeding with the watershed protection and rehabilitation activity. However, in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur, the emergency watershed protection and rehabilitation activity may proceed immediately and the district engineer will consider the information in the pre-construction notification and any comments received as a result of agency coordination to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

**Notification:** Except in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). (Authorities: Sections 10 and 404)

#### C. Nationwide Permit General Conditions

**Note:** To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/ or Coastal Zone Management Act consistency for a NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

- 1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- 2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.
- 3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
- 4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
- 5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWPs 27.
- 6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
- 7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
- 8. Adverse Effects from Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
- 9. Management of Water Flows. To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
- 10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
- 11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
- 12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.
- 13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.
- 14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.
- 15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.
- 16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status. (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.
- 17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.
- 18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur. (b) Federal agencies should follow their own procedures for complying with the requirements of the

ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs. (e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering, (f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required. (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their World Wide Web pages at http://www.fws.gov/or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively. (Note: Arizona endangered species information is available at http://www.fws.gov/southwest/es/arizona/Threatened.htm#CountyList)

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research. consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is

# INTERGOVERNMENTAL AGREEMENT NO. 061917 BETWEEN GILA COUNTY AND CITY OF GLOBE

THIS AGREEMENT is made and entered into effective this  $23^{nd}$  day of June, 2017, by and between Gila County, hereinafter referred to as "County" and the City of Globe, hereinafter referred to as "the City".

#### RECITALS

WHEREAS, both local governments are involved in the planning of debris removal from the creeks and washes in the Pinal watershed due to the recent Pinal fire. There are approximately 20.69 miles of drainage in the project area, which includes 2.59 miles on national forest land. Of the remaining 18.10 miles, there are approximately 4.06 miles or 22% within the city boundaries, and approximately 14.04 miles or 78% within the County jurisdiction of creeks and washes under this agreement for clean-out. The County has applied for and, if awarded will be administering an Emergency Watershed Protection grant project in cooperation with the Natural Resouces Conservation Service (NRCS). This project in the amount of up to \$300,000 is for the purpose of improving the hydrologic capacity within areas affected by the Pinal Wildfire and assisting with the protection of property and lands now threatened with increased risk of flooding and debris damages from impending monsoon storms. This is a reimbursable grant for work within the time period specified in the award. This grant requires 25 percent matching local funds, either from in kind or a cash match. Public infrastructure is at risk due to the possibility of flooding during monsoon season and in the best interest of the people in the community; and

*WHEREAS,* the City intends to perform the work inside their City limits with City personnel and equipment. Equipment will be reimbursed at the current FEMA rate. Staff time will be reimbursed in accordance with the City's current certified payroll.

#### SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to work with the City, for the Pinal Fire flood mitigation to clean out the creeks before monsoon to prevent flooding.

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

1. The City may provide, when available, and during the grant period various types of equipment and/or services to clean out creek beds in the Pinal watershed, for various functions, as they arise for the duration of the Pinal Wildfire Emergency Watershed Protection Project. Each jurisdiction will be responsible for 25% of the cost of work in their respective jurisdictions. Each jurisdiction will be reimbursed for 75% of there qualifying incurred cost of work in their respective jurisdictions up to their proportional share (County 78%, City 22%) of the total project funds awarded by NRCS.

- 2. Each party agrees to be responsible for the conduct of its operations and performance of obligations under this agreement and the actions of its own personnel while performing services under this agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds returned to the Federal Government by the recipient.
- 3. For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required. Each party shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions and workers' compensation claims for its employees.
- 4. Cooperative Agreement. The County is entering into a "Cooperative Agreement for Flood Mitigation as a Result of the Pinal Wildfire" (the "Cooperator Agreement"), in the form of Exhbit A, with property owners in the County and in the City to accomplish the work funded by the Emergency Watershed Protection grant described above. The County agrees to assign its right and obligations under the Cooperator Agreement with property owners in the City to the City.
- 5. Notices

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

City of Globe City Council Attn: Paul Jepson 150 N. Pine Street Globe, AZ 95501

Gila County Board of Supervisors Attn: James Menlove 1400 E. Ash Street Globe, Arizona 85501

#### **GENERAL TERMS**

 Indemnification: The City shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the City, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. Each party's obligation of indemnification shall survive the termination of this Agreement.

- 2. Term of agreement: The Initial term of this Agreement shall be for 120 days from the date of the project approval for funding at the federal level, unless terminated by either party prior to that time frame hereto pursuant to the provisions hereof.
- 3. 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.
- 4. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
- 5. County Discretion: The County maintains discretion to accept or decline any request from the City to use any equipment or service under this Agreement. Additionally, County may impose additional conditions upon the City in order to use any equipment or service under this Agreement.
- 6. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
- 7. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment. The parties hereby warrant compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Any subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Gila County retains the legal right to inspect the papers of the City and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.
- 8. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
- Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement
  may be terminated if, for any reason, the County or the City does not appropriate sufficient
  monies for the purpose of maintaining this Agreement.

IN WITNESS THEREOF, the parties to this Intergovernmental Agreement No. 061917, have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

CITY OF GLOBE

Tommie C. Martin, Chairman
Gila County Board of Supervisors

ATTEST

ATTEST

ATTEST

ATTEST

ATTEST

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Bill Sims, City Attorney

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

### ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

A.	PURPOSE — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
B.	PROJECT MEASURES COVERED —
	Name of project Pinal Wildfire Emergency Watershed Protection project
	Identity of improvement or development
	Location Gila County, AZ

#### C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

#### D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS —

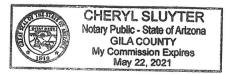
The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

Gila Coun	ty		
	(Name of Sponsor)	This action authorized of the Gila C	County Board
By:	ma [ / laite	of Supervisors	on 12th
Title:Tom	mie Martin/ Chair, Board of Supervisor	day ofJune	
Date:6/28	8/17	at 1400 E Ash St. Globe	
		State of Arizona	
		Attest:(Name)	
		(Title)	
	(Name of Sponsor)	This action authorized at an official meeting	
Ву:		_	on
Title:		day of	, 20
Date:		_ at	
Г	State of Asimon	State of	
0.	State of Arizona County of Gila  n this 28 day of June, 2017, before me personally appeared and	Attest:(Name)	
a	before me personally appeared and cknowledged that he/she executed the same.	(Title)	



Notary Public

AD-3031

Form Approved – OMB No. 0505-0025 Expiration Date: 04/30/2019

#### U.S. Department of Agriculture

### ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552(a)—as amended). The authority for requesting the following information for USDA agencies and offices is in sections 745 and 746 of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, as amended and/or subsequently enacted. The information will be used to document compliance with appropriations restrictions.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

This award is subject to the provisions contained in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, Division E, Title VII, sections 745 and 746, as amended and/or subsequently enacted for U.S. Department of Agriculture (USDA) agencies and offices regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the corporation recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

APPLICANT'S SIGNATURE (BY)

Chair, Board of Supervisors

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

Gila County

**BUSINESS NAME** 

06-28-2017

DATE SIGNED (MM-DD-YYYY)

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay).

Rev: 02/16

#### ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009 Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

### PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
- Will give the awarding agency, the Comptroller General
  of the United States and, if appropriate, the State,
  the right to examine all records, books, papers, or
  documents related to the assistance; and will establish
  a proper accounting system in accordance with
  generally accepted accounting standards or agency
  directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  - Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

- Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Emmu C'Marta.	Chair, Gila County Board of Supervisors
APPLICANT ORGANIZATION	DATE SUBMITTED
Gila County	06/28/2017

OMB Number: 4040-0004 Expiration Date: 10/31/2019

Application for Federal Assistance SF-424					
* 1. Type of Submiss Preapplication Application Changed/Corr		New	If Revision, select appro	priate letter(s):	
* 3. Date Received: 06/28/2017		olicant Identifier: County			
5a. Federal Entity Id	entifier:		5b. Federal Award Ide	entifier:	
State Use Only:					
6. Date Received by	State:	7. State Application le	dentifier:		
8. APPLICANT INF	ORMATION:				
* a. Legal Name:	ila County				
* b. Employer/Taxpa	yer Identification Number (E	IN/TIN):	* c. Organizational Dl	JNS:	
86-6000444			0744621020000		
d. Address:					
* Street1:	1400 E. Ash St.				
Street2:					
* City:	Globe				
County/Parish:					
* State:			AZ: Arizo	na	
Province:					
* Country:			USA: UNITED S	STATES	
* Zip / Postal Code:	85501-1400				
e. Organizational U	nit:				
Department Name:			Division Name:		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Mrs		* First Name:	Jacque		
Middle Name:		-			
* Last Name: San	ders				
Suffix:					
Title: Assistant County Manager					
Organizational Affilia	ion:				
Gila County					
* Telephone Number: 9284028770 Fax Number: 9284253462					
* Email: jsanders@gilacountyaz.gov					

Application for Federal Assistance SF-424					
* 9. Type of Applicant 1: Select Applicant Type:					
B: County Government					
Type of Applicant 2: Select Applicant Type:					
Type of Applicant 3: Select Applicant Type:					
* Other (specify):					
* 10. Name of Federal Agency:					
USDA-Natural Resources Conservation Service					
11. Catalog of Federal Domestic Assistance Number:					
10.923					
CFDA Title:					
Emergency Watershed Protection Program					
* 12. Funding Opportunity Number:					
Emergency Watershed Protection Program					
*Title:					
Pinal Fire Emergency Watershed Protection Exigency Project, Gila County, Arizona.					
13. Competition Identification Number:					
13. Competition Identification Number:					
Title:					
Title.					
14. Areas Affected by Project (Cities, Counties, States, etc.):					
Add Attachment Delete Attachment View Attachment					
* 15. Descriptive Title of Applicant's Project:					
Pinal Fire Emergency Watershed Protection Exigency Project, Gila County, Arizona.					
Attach supporting documents as specified in agency instructions.					
Add Attachments Delete Attachments View Attachments					

Application for Federal Assistance SF-424						
16. Congressional Districts Of:						
* a. Applicant 01 * b. Program/Project 01						
Attach an additional list of Program/Pro	ect Congressional Districts if needed.					
	Add Attachment Delete Attachment View Attachment					
17. Proposed Project:						
* a. Start Date: 06/27/2017	* b. End Date: 07/07/2017					
18. Estimated Funding (\$):						
* a. Federal	225,075.00					
* b. Applicant	75,025.00					
* c. State	0.00					
* d. Local	0.00					
* e. Other	0.00					
* f. Program Income	0.00					
* g. TOTAL	300,100.00					
* 19. Is Application Subject to Revie	w By State Under Executive Order 12372 Process?					
a. This application was made ava	illable to the State under the Executive Order 12372 Process for review on .					
	72 but has not been selected by the State for review.					
C. Program is not covered by E.C.						
* 20. Is the Applicant Delinquent On	Any Federal Debt? (If "Yes," provide explanation in attachment.)					
Yes No						
If "Yes", provide explanation and atta	ch					
Add Attachment Delete Attachment View Attachment						
comply with any resulting terms if I	rtify (1) to the statements contained in the list of certifications** and (2) that the statements rate to the best of my knowledge. I also provide the required assurances** and agree to accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may nistrative penalties. (U.S. Code, Title 218, Section 1001)					
** I AGREE						
** The list of certifications and assurange specific instructions.	ces, or an internet site where you may obtain this list, is contained in the announcement or agency					
Authorized Representative:						
Prefix:	* First Name: Tommie					
Middle Name:						
* Last Name: Martin						
Suffix:						
* Title: County Supervisor						
* Telephone Number: 9284028770 Fax Number:						
*Email: tmartin@gilacountyaz.gov						
* Signature of Authorized Representative:	* Date Signed: 06/28/2017					

#### **ADMINISTRATIVE READINESS QUESTIONNAIRE**

The purpose of this questionnaire is to help determine if a Sponsor is adequately equipped to administer EWP funds. If an applicant is <u>not</u> equipped, the applicant may be asked to retain the services of a qualified organization to assist in administering EWP funds. Please complete the entire questionnaire as candidly as possible. A copy of this questionnaire must be returned to the NRCS program manager before an EWP cooperative agreement will be executed with a Sponsor.

NRCS Contact Dave Beyman	Phone Number 602-285-6351
Email Address David.Beyman@az.usda.gov	State Arizona
Sponsor	Contact Name

Sponsor	Contact Name
Gila County	Jacque Sanders
Street Address 1400 E Ash Street	Phone Number 928-402-8770
City/state Globe, AZ	Email jsanders@gilacountyaz.gov

- 1. Have you or your staff administered grants or loans from other federal programs in the past? Yes
- 2. Have you or your staff previously (check all that apply):
  - Yes Completed actions in a competitive bidding process that was funded totally or in part with federal dollars.
  - Yes Prepared a solicitation package for a project that included federal financial assistance funds and was developed in accordance with state law?
  - Yes Obtained performance bonds from a contractor performing work under a contract funded totally or in part with federal dollars?
  - Yes Administered contracts funded totally or in part with federal dollars?
- 3. Are you or your staff experienced with federal requirements related to (check all that apply):
  - Yes Project funds, financial management and audit requirements
  - Yes Real property acquisition or easements
- 4. Does your organization have a financial management system in place that meets the requirements of 2 CFR 200.302? Yes
- 5. Does your organization have an active system for award management (SAM) registration? Yes
- Does your organization have procurement standards in place that meet the requirements of 2 CFR 200.317? Yes
- 7. Will you require assistance from an outside organization to meet these requirements? No

Sponsor Signature/Date  Symmu () (a.()	Name/Title Tommie Martin/ Chair, Board of Supervisors
--	---



















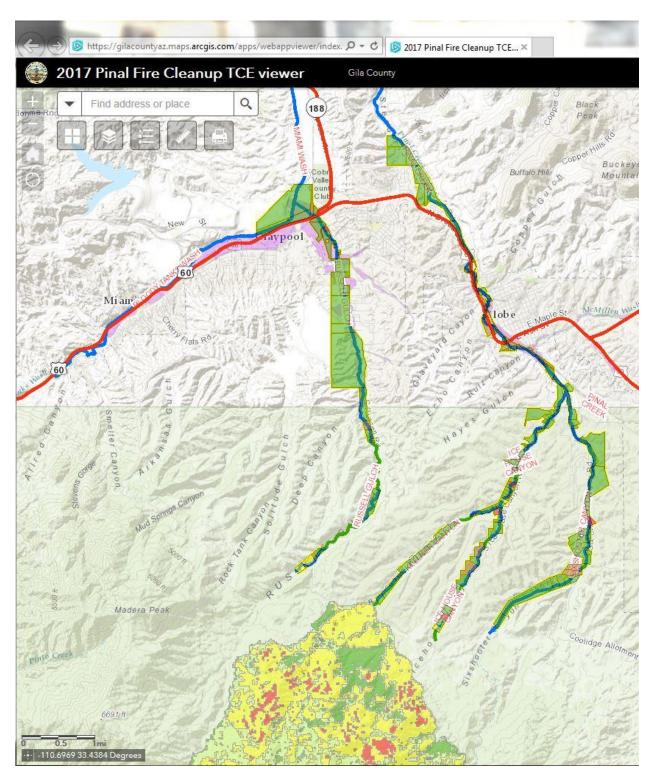












Gila County GIS/Rural Addressing created a parcel map to both identify affected parcels and help keep track of property owners who had given permission for contractors to work on their land.

ARF-4470 Public Hearing 3. A.

#### **Regular BOS Meeting**

Meeting Date: 08/21/2017 Submitted For: Malissa Buzan

Submitted By: Allison Torres, Case Manager

<u>Department:</u> Community Services

<u>Division:</u> Comm. Action Program/Housing Servs.

<u>Fiscal Year:</u> 2017-2018 <u>Budgeted?:</u> Yes

<u>Contract Dates</u> 2017-2018 <u>Grant?:</u> Yes

Begin & End:

Matching No Fund?: New

Requirement?:

#### Information

#### Request/Subject

Community Development Block Grant (CDBG) Application for Federal FY 2017 Regional Account (RA) Funding.

#### **Background Information**

The CDBG program was started with the Housing and Community Development Act of 1974 where the Department of Housing and Urban Development was to distribute funds to entitlement communities for projects that would develop viable communities, provide decent housing, suitable living environments and expand economic opportunities. It wasn't until 1981 that each state received an allocation on behalf of the non-entitlement communities and in 1982 funds were distributed and administered from the Arizona Department of Housing (ADOH) to the four rural Councils of Government within Arizona.

Each year an eligible application is submitted by communities to the ADOH for projects that must meet at least one of the following national objectives; benefiting an area that is 51% or more low to moderate income; prevent or eliminate slum and blight; or address an urgent need due to a natural disaster or human health hazard.

#### **Evaluation**

This is an application to submit for CDBG RA funds. Federal funds are funneled through the ADOH and the Central Arizona Association of Governments. This is a yearly regional fund source allocated to cities, towns and counties within the State of Arizona. Funding, if awarded, would be in the amount of \$139,112.

Per statutory requirement, two public hearings must be held; one public hearing is to obtain input from citizens and one public hearing is to be held by the local governing board, which in Gila County it is the Board of Supervisors. The ADOH allows the two public hearings to be combined when applying for RA funding and State Special Projects (SSP) Account funding. This particular application is just for RA funding. Another application requirement is that the Board of Supervisors needs to adopt

resolutions verifying that all of the application requirements have been met, and they must be submitted with the application. The Board of Supervisors is being asked to adopt Resolution numbers 17-08-03, 17-08-04, and 17-08-05. Once adopted these resolutions can also be used when it is time to submit an application for SSP funding.

#### Conclusion

If approval is granted and funding awarded, the Community Action, Housing services Program will be able to provide services in the form of single family home owner rehabilitation to two eligible citizens residing in Gila County.

#### Recommendation

The Community Services Director recommends that the Board of Supervisors adopt the three resolutions being presented and approve this application.

#### Suggested Motion

Information/Discussion/Action to authorize the submission of a Federal Fiscal Year 2017 Community Development Block Grant (CDBG) Application to the State of Arizona, Department of Housing for CDBG Regional Account funding in the amount of \$139,112 and adopt related Resolution Nos. 17-08-03, 17-08-04 and 17-08-05 for two proposed CDBG housing rehabilitation projects in Gila County. (Malissa Buzan)

#### **Attachments**

FY17 CDBG Application

Resolution 17-08-03

Resolution 17-08-04

Resolution 17-08-05

CDBG Application Public Hearing Notice

Owner-Occupied Housing Rehab Guidelines

Approval of Housing Rehab Guidelines

1st Public Hearing

2nd Public Hearing

#### Arizona Department of Housing

#### COMMUNITY DEVELOPMENT BLOCK GRANT

### Application Cover Sheet FORM 2

A. Regional Account (RA) COG: CAG						
C. Colonias	D. NRS ~ Da	te Approved:				
		Арр	Approval on Page:			
1. Applicant: Gila County		2. Congression	nal District: 1,4	1		
DUNS Number: O24071339		Legislative	District: 6,7,8			
3. Applicant Address (including 9 digit z	ip code):					
5515 S. Apache Avenue Suite 200 Globe, AZ 85	501-4430					
4. Contact Person & Title (Grantee):		5. Contact Person &	Title (COG/Othe	r):		
Malissa Buzan, Director		Bree York, Fiscal Manag	er			
Phone Number / E-mail:		Phone Number /	Phone Number / E-mail:			
(928) 425-7631 mbuzan@gilacountyaz.gov	(928) 425-7631 by	(928) 425-7631 byork@gilacountyaz.gov				
6. Complete the following information for the activities for which you are requesting funds in a single contract.						
a. Activity Name	b. CDBG Fund	c. Non-CDBG s Funds (Leverage)	d. Fund Type	e. Total Funds		
1. Administration	\$25,112			\$25,112		
2. Owner Occupied Housing Rehabilation	\$114,000			\$114,000		
7. Total CDBG Funds Request for this F	Project (Activiti	es #1 and #2):		\$139,112		
8. <b>Certification:</b> To the best of my knowledge and belief, data in this application is true and correct, the document has been duly authorized by the governing body of the application, and the applicant will comply with the attached Certifications if the assistance is approved.  Signature of the Chief Elected Official:  Date:						
Name: Tommie C. Martin		Title: Chairn	nan Gila County Boar	d of Supervisors		



#### COMMUNITY DEVELOPMENT BLOCK GRANT

### Budget Summary - Administration FORM 3

1. Applicant: Gila County Owner Occupied Housing Rehabil

				b. Non-CDBG	
				Funds	
ITEM			a. CDBG Funds	(Leverage)	c. TOTAL
3. TAAP. Total costs for COG Technical	<b>A</b> ssistance an	d			
Application Preparation (as per local g	overnment/C	OG	\$0	\$0	\$0
agreement)					
4. Internal Staffing	Rate of Pay	Hours			
4.1 Position: Director	\$58.26	131	\$7,632		\$7,632
4.2 Position: Fiscal	\$34.77	200	\$6,954		\$6,954
4.3 Position: Deputy Director	\$43.56	200	\$8,712		\$8,712
5. Professional Services (contractual - i.e. COG, grant writer, consultant, estimator, etc.) 5.1 For:				\$0	
5.2 For: 5.3 For: 5.4 For:				\$0	
				\$0	
				\$0	
6. Travel			\$1,052	\$0	\$1,052
7. Office Supplies and Equipment			\$250		\$250
8. Advertising/Publications (application	related)		\$150		\$150
Indirect Costs (% documented by copy of approved Indirect Cost Allocation Plan)					\$0
10. Other Administrative Operating Expenses (specify)					
10. Item 1:				\$0	
10. Item 2:					\$0
10. Item 3:					\$0
10. Other (Fair Housing, Section 504, e	tc.) (page	)	\$250		\$250



#### COMMUNITY DEVELOPMENT BLOCK GRANT

### Budget Summary - Project Related FORM 3

		b. Non-CDBG	
ITEM	a. CDBG	(Leverage)	c. TOTAL
11. Environmental Review Record (ERR)	\$200		\$200
12. Design/Engineering/Inspection (or other professional services			
related to project)	<b>#2</b> 000		#2 000
☐Previously procured (attached as page )	\$2,000		\$2,000
□Procure □In-House			
13. Contracted Construction Work	\$89,912		\$89,912
14. Fixed Asset Equipment (documentation must be attached as			
page regarding usage rate, number of hours to be	\$0		\$0
used, type of equipment, etc.)			
15. Land Acquisition (includes easements; must comply with the	ΦO		¢Ω
Uniform Relocation Act )	\$0		\$0
16. Rehabilitation Services (if this exceeds 20% of the total activity			
costs, explanation attached as page )	\$22,000		\$22,000
□Procure ☑ In-House			
17. Construction Materials (non-contracted or in-house)	\$0		\$0
18. Employees (documentation must be attached as page 3			
regarding employees' names, titles, project duties, wages,			\$0
number of hours)			
19. Offender Labor (agreement attached as page )	\$0		\$0
20. Volunteer Labor	\$0		\$0
21. Equipment - Rent vs. Purchase (documentation must be			
attached as page regarding usage rate, number of	\$0		\$0
hours to be used, type of equipment, etc.)			
22. Other Project Specific Expenses (attached as page )			\$0
23. TOTALS	\$139,112	\$0	\$139,112
24. Provide a narrative explanation on the source of funds listed			
in Column b.			

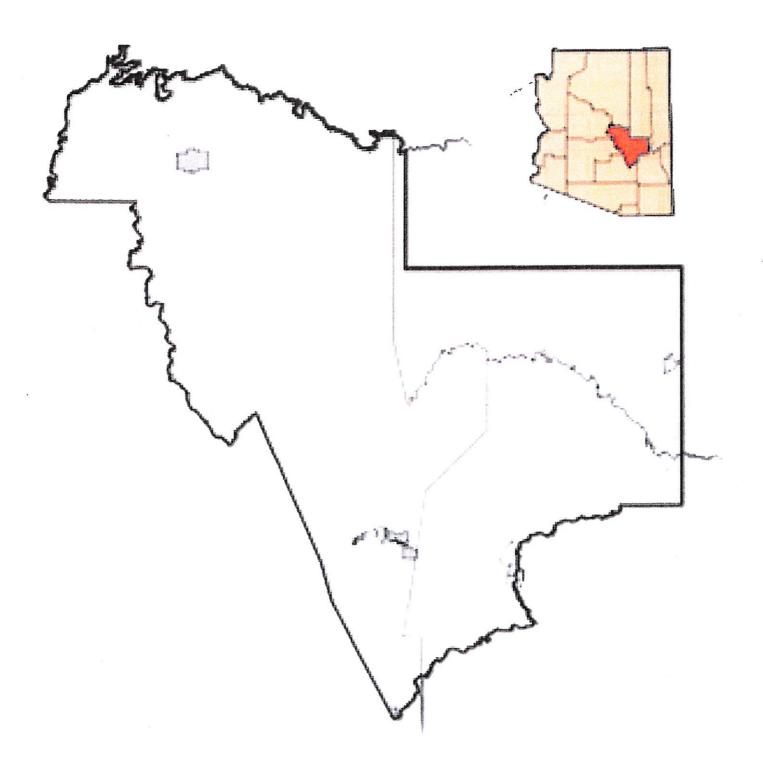


#### COMMUNITY DEVELOPMENT BLOCK GRANT

### Activity Description and National Objective Compliance FORM 4

1	Applicant: Gila County	2. Activity Name:	Gila County Owner Occupied Housing Reh					
1 0 1	3. Describe the Project Location and Service Area (area of benefit) (i.e. your project may be located in your community but only benefit a select neighborhood, street or group of people).  We propose to provide Owner-Occupied Housing Rehabilitation (OOHR) assistance to two homes. This activity will be conducted within Gila County boundaries except reservation land. OOHR will complete 2 or more projects at an average of \$45,000.00 (each participant will meet the low/moderate income qualifications) in the form of a forgivable non-interest bearing deferred payment loan. Each participant will be selected on a							
		ty's housing rehabilitation waiting list. All rehabili sed and insured general contractors that meet the C						
4. I	Project Location & Service Area (area o	of benefit) Map(s) attached as page(s):						
	ACTIVITY DESCRIPTION/SCOPE scope of work for the activity at 5. a	OF WORK: Check eligible activity from	m the list below. Provide the narrative					
	☐Public Works ☐☐Public Service ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐	Road/Street Improvements  Community Facility  Neighborhood Facility  Removal of Barriers (ADA)	Acquisition Demolition Planning Public Safety Facilities & Equipment					

## Gila County Arizona



5.	Activity Scope of Work. Describe the activity and the intended accomplishments. (Refer to the bulleted list in the					
	instructions to be sure you include all necessary detail.)  On average, there are 30 applicants on our OOHR waiting list. We put emphasis on neighborhood revitalization by training the home owner to maintain their property and keeping the outside of their home clean and orderly, making this a part of the agreement and lien that is put on the home. That is why we propose to rehabilitate two owner occupied single family residences.					

		_
6.	Why is the Project necessary? Describe in detail the problems, conditions, and other factors that indicate the need for	
	the activity.	
i	Gila County has an area of 4,768 square miles with a high percentage of homes built before 1939. This older housing stock is in poor condition, especially in the Southern part of Gila County. We also have a high percentage of eldery and low-income population. Our goal is to preserve our housing stock by allowing the elderly and low-income population to remain in their homes. Our economic outlook has remained stagnant, with above average state unemployment rates in Gila County.	

NATIONAL OBJECTIVE COMPLIANCE	
7. To be eligible for funding, the Project must fall under one (1) of the following National Objecategory (only one (1)) that applies to this activity. If there are sub-categories under the chaselect the appropriate sub-category.	
✓ Low-Mod Income Benefit ☐ Slum or Blight Benefit ☐ Urgent Need   ☐ Area Wide ☐ Target Area   ☐ Limited Clientele ☐ Spot   ☑ Housing ☐ Jobs	i
Applicable support documentation (i.e. current LMISD and QT-P4 data or income survey resolution or federally declared disaster, etc.) attached as page	or slum/blight
8. Explain how the Activity meets the chosen National Objective.  Gila County has chosen housing for the National Objective because of the need for existing housing to meet health a low to moderate homeowners. Gila County targets, among other things, keeping existing housing safe and healthy addition to helping the local community in Neighborhood Revitilazation efforts.	



### FORM 5 CDBG PROJECT TIMELINE/SCHEDULE OF COMPLETION

	RECIPIENT INFO	RMATION	THE PROPERTY.		erani dicitin
Recipient	Gila County			Date	11/30/2017
Project Schedule	From: 1/15/2018	To: 12/31/20	8		BASTAN CALLED THE STATE OF THE
Activity	Owner Occupied Housing Rehabilit	tation			
Recipient Address	Recipient Address 5515 S. Apache Ave. Suite 200 Contact Person Estelle Belarde			Project City	Globe
Contact Person				Zip Code	85501
Phone	Phone 928-402-8685 E-mail ebelarde@gila		ilacountyaz.gov	Fax	928-425-9468
	water and the second	Project County	Gila		
CONTRACT SCHEDU	LE		CONTRACT DATE	COMPLETE?	
EER Clearance			1/15/2018		
Contract execution			3/31/2018		
Procurement of house 1	&-2		6/30/2018		
Construction complete			11/30/2018		
Project complete-contra	ct close out		12/31/2018		
reject comprete contra					
ADDITIONAL NARRA	ATIVE INFORMATION				HE IN LINE WAS A SECOND WITH THE CONTROL OF THE CON
ADDITIONAL NAME	ATTVETITORMATION			A S COLUMN THE PARTY OF	
chi · m					
		*			



#### **CERTIFICATIONS**

#### **APPLICANT CERTIFICATIONS FOR FY17**

The applicant hereby assures and certifies that:

- 1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
- 2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 3. Its chief executive officer or other officer of the applicant approved by the State:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
  - b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
- 4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
- 5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
- 6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
- 7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
- 8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
- 9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
- 10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

#### 11. It will comply with

- a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
- b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended.
- c. Section 109 of the Housing and Community Development Act of 1974.
- d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
- e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
- f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- g. Federal Fair Housing Act of 1988, P.L. 100-430.
- h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
- i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
- 12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
- 13. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
- 15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
- 16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.

- 18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
- 19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
- 20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless:
  - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
  - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.
- 21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
- 22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
- 23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- 24. It will ensure that, to the best of the knowledge and belief of the undersigned:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

- 25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
- 26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:	
Chair of Gila County Board of Supervisors	<u>8/21/2017</u> Date
Tommie C. Martin	

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in the application that includes administration funds and other general items such as public participation, resolutions, etc.

## Gila County Community Services Public Hearing Regarding Use of CDBG Funds

The County is expected to receive approximately \$132,000 in FY2018 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). The County also intends to apply for \$300,000 in FY2018 CDBG funds from the State special projects (SSP) account. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need.

A public hearing will be held on July 12th at 3:00 pm at 610 E. Hwy. 260 the Gila County Payson Complex BOS in Payson, AZ 85541 and July13th at 10:00 am at 5515 S. Apache Ave Suite 200. Gila County Community Services Conference room in Globe, Az. 85501

To gather citizen input on the use of the CDBG funds.

Examples of possible uses include the following:

- 1) Public infrastructure (e.g., water, wastewater, street improvements);
- 2) Community facilities (e.g., parks, health clinics, libraries, senior or youth centers);
- 3) Housing (e.g., owner-occupied or multi-family rehab, utility connections on private property, new housing constructed by a non-profit);
- 4) Public services (e.g., paying the salary of an additional staff person to expand a Head Start program, purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program); and
- 5) Economic development (e.g., a loan to a business for job creation, micro-enterprise development, acquisition of land for an existing business expansion).

For more information about the hearing, grievances, or the CDBG program; or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Name, Title: Malissa Buzan Director

Organization: Gila County Community Services

Address: 5515 S. Apache Ave. Suite 200

City, State, Zip: Globe, AZ 85501

Telephone: 928-425-7631

Fax: 928-425-9468 TTY: 1-800-367-8919

Persons who require special accommodations may contact Malissa Buzan at the above location at least 48 hours before the hearing.

#### **Gila County**

#### Public Hearing Regarding Use of Community Development Block Grant (CDBG) Funds

Gila County is expected to receive approximately \$139,112 in FY 2018 Federal Community Development Block Grant (CDBG) funds from the Arizona Department of Housing Regional Account. Gila County also intends to apply for approximately \$330,000 in FY 2018 CDBG Funds from the State Special Projects account. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address an urgent need. Based on citizen input as well as local and state planning objectives, one potential project has been selected to be forwarded to the State of Arizona with a request for funding. A public hearing will be held by the Gila County Board of Supervisors during its Regular Meeting beginning at 10:00 a.m. at the Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona on August 21, 2017, to adopt the potential projects. The meeting will also be broadcast via interactive television video at the County Complex, 610 E. Highway 260, Board of Supervisors' conference room, Payson, Arizona. It is expected that the Gila County Board of Supervisors will select the final project(s) at this hearing and adopt applicable resolutions. The potential CDBG projects are named and described as follows:

1. Owner-Occupied Housing Rehabilitation – We propose to provide housing rehabilitation for approximately 8 or more units to low income homeowners in Gila County.

To review project proposals, file grievances or learn more about the CDBG program, contact the following:

Name, Title: Malissa Buzan, Director

Organization: Gila County Community Services
Address: 5515 S. Apache Avenue, Suite 200

City, State, Zip: Globe, Arizona 85501

Telephone: 928-425-7631 Fax: 928-425-9468

TTY: 7-1-1

Persons who require special accommodations may contact the organizer at the above location at least 48 hours before the hearing.



#### **RESOLUTION NO. 17-08-03**

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR (FY) 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STATE SPECIAL PROJECT (SSP) ACCOUNT FUNDS AND A FUTURE APPLICATION FOR CDBG REGIONAL ACCOUNT (RA) FUNDS; CERTIFYING THAT SAID APPLICATIONS MEET THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE CDBG PROGRAM; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN THE APPLICATIONS.

**WHEREAS**, the Gila County Board of Supervisors is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the CDBG program; and

**WHEREAS**, the activities outlined within this application address the community's low- to moderate-income population housing needs; and

**WHEREAS**, recipients of funds from the CDBG program are required to comply with the program guidelines, and state and federal statutes and regulations;

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors authorizes an application to be made to the State of Arizona, Department of Housing for FY 2017/2018 CDBG SSP Account funds and a future application for CDBG RA program funds; authorizes its Chairman to sign the applications and contracts or grant documents for receipt and use of these funds for owner occupied housing rehabilitation; and 3) authorizes its Chairman to take all actions necessary to implement and complete the activities submitted in said applications; and

**BE IT FURTHER RESOLVED** that the Gila County Board of Supervisors will comply with all CDBG program guidelines; state and federal statutes and regulations applicable to the CDBG program; and the certifications contained in the applications.

Resolution No.17-08-03 Page 1 of 2

#### **PASSED AND ADOPTED** this 21<sup>st</sup> day of August 2017, at Globe, Gila County, Arizona

Attest:	GILA COUNTY BOARD OF SUPERVISORS				
Marian Sheppard, Clerk	Tommie C. Martin, Chairman				
Approved as to form:					
Jefferson R. Dalton Deputy Gila County Attorney,	_				
Civil Bureau Chief					

Resolution No. 17-08-03 Page 2 of 2



#### **RESOLUTION NO. 17-08-04**

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ADOPTING A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR FISCAL YEAR (FY) 2017, AS REQUIRED UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 AS AMENDED.

**WHEREAS**, Section 104(d) of the Housing and Community Development Act of 1974 as amended, and implementing regulations require that each applicant for Community Development Block Grant (CDBG) funds must adopt, make public and certify that it is following a residential antidisplacement and relocation assistance plan; and

**WHEREAS**, Gila County is submitting applications to the Arizona Department of Housing for HOME Partnership Project, and CDBG State Special Project Account funds;

**NOW, THEREFORE, BE IT RESOLVED**, that the Gila County Board of Supervisors does hereby adopt a residential antidisplacement and relocation assistance plan as described below.

#### RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The County of Gila will replace all occupied and vacant occupy-able low- to moderate-income (LMI) dwelling units demolished or converted to a use other than as LMI housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the County of Gila will make public and submit to the Arizona Department of Housing the following information in writing:

- 1. A description of the proposed activity;
- 2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LMI dwelling units as a direct result of the assisted activity;
- 3. A time schedule for the commencement and completion of the demolition or conversion;
- 4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;

Resolution17-08-04 Page 1 of 2

- 5. The source of funding and a time schedule for the provision of replacement dwelling units;
- 6. The basis for concluding that each replacement dwelling unit will remain an LMI dwelling unit for at least 10 years from the date of initial occupancy; and
- 7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan.

Gila County Housing Services will provide relocation assistance as described in the Housing and Community Development Act of 1974 as amended, and implementing regulations to each LMI household displaced by demolition of housing or by the conversion of an LMI dwelling unit to another use as a direct result of assisted activities.

PASSED AND ADOPTED this 21st day of August 2017, at Globe, Gila County, Arizona

Attest:	GILA COUNTY BOARD OF SUPERVISORS				
Marian Sheppard, Clerk	Tommie C. Martin, Chairman				
Approved as to form:					
Jefferson R. Dalton					
Deputy Gila County Attorney, Civil Bureau Chief					

Resolution 17-08-04 Page 2 of 2



#### **RESOLUTION NO. 17-08-05**

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF OWNER-OCCUPIED HOUSING REHABILITATION GUIDELINES (OOHRG) DATED AUGUST 3, 2017, IN RELATION TO AN APPLICATION FOR FISCAL YEAR (FY) 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STATE SPECIAL PROJECT (SSP) ACCOUNT AND FISCAL YEAR 2017 CDBG REGIONAL ACCOUNT (RA) PROGRAM FUNDS FOR AN OWNER-OCCUPIED HOUSING REHABILITATION ACTIVITY.

**WHEREAS**, Gila County is desirous of undertaking an owner-occupied housing rehabilitation program; and

**WHEREAS**, this program is funded with CDBG SSP Account program funds provided by the State of Arizona; and

**WHEREAS**, the CDBG SSP Account program requires that every local government requesting state housing funds for housing rehabilitation must adopt specific guidelines for such a program; and

**WHEREAS**, Gila County has developed such OOHRGs dated August 3, 2017, which have been pre-approved by the CDBG program;

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors hereby adopts such OOHRGs dated August 3, 2017, in order to implement its housing rehabilitation program that will be funded through its applications for FY 2017/2018 CDBG SSP Account funds and FY 2017 CDBG RA program funds; and

**BE IT FURTHER RESOLVED** that Gila County shall utilize such OOHRGs, without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the CDBG SSP Account program's CD-1 form, with such revisions submitted to the CDBG SSP Account program within a maximum of 10 working days of authorization.

Resolution No. 17-08-05 Page 1 of 2

### **PASSED AND ADOPTED** this 21<sup>st</sup> day of August 2017, at Globe, Gila County, Arizona

Attest:	GILA COUNTY BOARD OF SUPERVISORS					
Marian Sheppard, Clerk	Tommie C. Martin, Chairman					
Approved as to form:						
Jefferson R. Dalton						
Deputy Gila County Attorney, Civil Bureau Chief						

Resolution No. 17-08-05 Page 2 of 2

#### Affidavit of Publication

# State of Arizona County of Gila

**Sherri J. Davis,** or her authorized representative being first duly sworn deposes and says: That she is the Publisher of the Arizona Silver Belt and the San Carlos Apache Moccasin newspapers, located at 298 North Pine Street, Globe, Arizona 85501, or mail: P.O. Box 31, Globe, Arizona 85502.

The above stated newspapers are published weekly in Globe, in the State of Arizona, County of Gila and that the following described  $\sqrt{\phantom{a}}$  legal, or advertising was duly published.

#### Public Hearing Development

# Gila County Public Hearing Regarding Use of Community Development Block Grant (CDBG) Funds

Gila County is expected to receive approximately \$139,112 in FY 2018 Federal Community Development Block Grant (CDBG) funds from the Arizona Department of Housing Regional Account. Gila County also intends to apply for approximately \$330,000 in FY 2018 CDBG Funds from the State Special Projects account. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address an urgent need. Based on citizen input as well as local and state planning objectives, one potential project has been selected to be forwarded to the State of Arizona with a request for funding. A public hearing will be held by the Gila County Board of Supervisors during its Regular Meeting beginning at 10:00 a.m. at the Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona on August 21, 2017, to adopt the potential projects. The meeting will also be broadcast via interactive television video at the County Complex, 610 E. Highway 260, Board of Supervisors' conference room, Payson, Arizona. It is expected that the Gila County Board of Supervisors will select the final project(s) at this hearing and The potential CDBG projects are adopt applicable resolutions. named and described as follows:

Owner-Occupied Housing Rehabilitation – We propose to provide housing rehabilitation for approximately 8 or more units to low income homeowners in Gila County.

To review project proposals, file grievances or learn more about the CDBG program, contact the following:

Name, Title: Malissa Buzan, Director
Organization: Gila County Community Services
Address: 5515 S. Apache Avenue, Suite 200
City, State, Zip: Globe, Arizona 85501
Telephone: 928-425-7631
Fax: 928-425-9468

TTY: 711

Persons who require special accommodations may contact the organizer at the above location at least 48 hours before the hearing.

A printed copy of said legal or advertising is edition of said newspaper (and not a supple Silver Belt newspaper, and/or the \_\_\_\_\_ San

August 2, 2017

The dates of publication being as follows, to

State of Arizona)

) ss:

County of Gila )

The foregoing instrument was acknowledged

SAMANTHA STEELE
NOTARY PUBLIC - ARIZONA
Gila County
My Commission Expires
February 28, 2021

Camarta Jestel Notary Public

My Commission Expires: February 38, 2021

# GILA COUNTY HOUSING SERVICES



# OWNER-OCCUPIED HOUSING REHAB GUIDELINES

#### Gila County Housing Services Program Guidelines Table of Contents

#### HOUSING REHABILITATION GUIDELINES

Purpose	
Funding	
Target Area	
Accessibility	
Eligibility Requirements	
Manufactured Home Requirements	
Priority Populations	
Non-Discrimination	
Affordability to Low Income Households	
Grant/Loan	
Affordability Period	
Loan Servicing	
Program Income	
Deferral Conditions	
Self-Help or Sweat Equity	
Standard and Specifications	
Temporary Relocation	
Replacement Rehabilitation	
Acquisition	
Lead Based Paint HUD Regulations	
Marketing to General Public/Possible Applicants	
Marketing to Contractors	
Staffing and Administrative Structure	
Pre-Screening Process	
Application Process	1
Work-Write Up	
Cost Estimates	
Mandatory Pre-Construction Conference	1
Procurement	1
Agreements, Contracts, and Other Documents	14-
1	
Property Inspections	1
Change Orders	1
Schedule of Contractor Payment	1
Warranties	1
Reporting, Case Management and Tracking	1
Housing Maintenance Counseling	
Energy Efficiency Guidelines	
Green Technology	
Rehabilitation Assessed Value	
Grievance/Protest Procedure	1
Conflict of Interest	1'

#### OWNER-OCCUPIED HOUSING REHABILITATION

#### **PURPOSE**

The Gila County Owner-Occupied Housing Rehabilitation Program is designed to serve low income homeowners with health, safety, energy efficiency, and renewable (green) related home repairs within Gila County. The program is generally defined by these guidelines. These guidelines apply only to the owner-occupied housing rehabilitation loans and/or emergency repair grants funded by Gila County Housing Services Program.

#### Goals

- Enrich our community by providing low to moderate income households in Gila County the opportunity for safe, decent and energy efficiency homes.
- To benefit elderly, handicapped, and families with children whose income levels are at or below 80% of Gila County Median Income Limits.

#### **Objectives**

- To invest sufficient funds in each home, that is owned and occupied as a primary residence by low income homeowners to meet the State of Arizona Rehabilitation Standards at a minimum.
- To provide technical assistance, counseling and follow-up services to eligible families, including but not limited to:
  - a. Ownership, revitalization, and neighborhood responsibilities
  - b. Budgeting for property taxes and insurance
  - c. Property maintenance
  - d. Energy conservation
- To provide referral services to the various agencies offering assistance in the areas of housing, medical, financial hardship, legal aid, etc.

The goals and objectives of the Gila County Housing Services Department can be properly implemented and accomplished by having:

- Properly trained personnel to provide assistance from the initial contact through completion of work and loan services
- Properly trained code enforcement personnel (education/human relations) to serve as liaison for all available programs and tasks associated with the Housing Services Department programs
- A network of County and human services agencies which will provide support services for the programs listed under this department.

#### **FUNDING**

Funding from a variety of sources, such as, Community Development Block Grant (CDBG), HOME Partnership Project, Housing Trust Funds, Arizona Department of Energy, Low Income Home Energy Assistance Program. Any project may have one or any combination of funds as Adopted 4/05/06 Revised 1/2015

necessary, to accomplish the goal of providing decent, safe housing. HOME Partnership Project and Community Development Block Grant (CDBG) fund sources have specific minimum and maximum code requirements that must be followed. The use of a particular fund source, at the discretion of the Community Services Director, will determine whether the project is a partial or full rehabilitation.

Funding limits per unit are: rehab maximum of \$55,000; and reconstruction maximum of \$80,000.

Prior to starting an Owner Occupied Housing Rehab project, the property valuation, will not exceed ninety five percent (95%) of the area median purchase price for single family housing as determined and published by HUD.

#### **TARGET AREA**

The target area consists of all of Gila County with the exception of Indian Reservations. Gila County encompasses 4,752 square miles.

#### **ACCESSIBILITY**

The program will provide assistance to potential participants who have special barriers to ensure equal access to benefits. For Spanish speaking persons, we will utilize Spanish speaking staff to assist with the entire rehabilitation process.

#### **ELIGIBILITY REQUIREMENTS**

- The property must be located within Gila County boundaries excluding Indian Reservations and floodplains.
- Participants must be at or below 50% to 80% of area median income guidelines for the area based on family size at the time funds are committed to the property. Income must be verified, whenever possible, by third party verifications. (Owner must sign an authorization to verify income and income must be re-verified if over 6 months time has elapsed since the commencement of the project.)
- The applicant must provide verification that the property is owner occupied as a primary residence at least 12 months before application, during construction and for the entire recapture period.
- The property must be free from liens that unduly restrict the marketable ownership interest. If the home is on the market for sale, it will not be eligible for assistance.
- The home must be suitable for rehabilitation under the time and funding constraints of the program, including the ability to improve the property up to minimum code with funding available. If all funding assistance is not sufficient to rehab the unit to minimum standards, the application will be denied or placed back on the waiting list, at the discretion of the Community Services Director.

Homeowner must provide verification of Total Loss Coverage Insurance at the time of application for services. A letter will be sent yearly asking homeowner to verify their homeowner's insurance policy.

- •
- Homeowner must hold a Fee Simple Title or a 99-year leasehold on the property, verifiable by a preliminary title search only, deeds alone do not suffice.
- Property taxes must be paid and current at the time of application for services.

#### MANUFACTURED HOME REQUIREMENTS

All Manufactured housing units must meet the following:

- a. Placed on a permanent foundation (required certification) and is connected to permanent utility hook-ups;
- b. Is located on land that is held in fee-simple title, or long-term ground lease with a term of at least 99 years (50 years for tribal land); and
- c. Meets the construction standards of 24CFR 3280 if manufactured after June 15, 1976, or, meets applicable local and/or state codes if manufactured prior to June 15, 1976.

Manufactured housing units must be permanently affixed to land owned by the household and not in a leased mobile park.

#### PRIORITY POPULATIONS

Gila County will give priority assignment to the following:

- a. Households including children under the age of 18 years old
- b. Households with a physically disabled family member
- c. Households including an elderly (60 years of age or older) family member; and
- d. Households with income at or below 50% of area median income
- e. Households with income at or below 60% o area median income
- f. Households with income at or below 80% of area median income

#### **NON-DISCRIMINATION**

The program will not discriminate against any potential participant based on race, color, religion, gender, family status, disability, or violate any other applicable federal statute.

#### AFFORDABILITY TO LOW-INCOME HOUSEHOLDS

Owner Occupied Housing Rehabilitation funds will be invested in each home to meet, at a minimum, the State of Arizona Rehabilitation Standards Guidelines and local building codes. Lien amounts placed on rehabilitated homes will not be allowed to exceed 100 percent combined loan to value. In some cases, reconstruction will be more cost effective than rehabilitation.

#### **GRANT/LOAN**

Owner-Occupied Housing Rehabilitation assistance to homeowners may be in the form of:

- FORGIVABLE LOANS These loans do not require scheduled repayment by beneficiaries, forgiveness of the loan is conditional upon the beneficiary complying with program and occupancy requirements, as well as, the requirements of the loan documents. A forgivable loan may include repayment of only a portion of the principal amount. Forgiveness may be proportional based on the beneficiary's continued owner occupancy for the recapture period or conditioned upon other locally defined criteria. The forgivable loan must be secured by a promissory and a Deed of Trust naming Gila County as beneficiary. When a deferred loan is either paid off or forgiven, the Housing Coordinator will prepare a Deed of Release and Reconveyance for the Deed of Trust and Deferred Loan Payment Agreement. The documents will be signed by the Community Service Director and recorded with the Gila County Recorder. Copies of the release are field in the individual project files.
- EMERGENCY REPAIR GRANT (ERG) This is an outright grant (not to exceed \$10,000) to low income residents to address emergency conditions for the purpose of eliminating a threat to life, safety, and/or eliminating an imminent health hazard.

#### AFFORDABILITY PERIOD

<u>Loan Amount</u> \$10,000 \$10,001 to \$40,000 Over \$40,000 Recapture Period

5 years 10 years 15 years

#### **Affordability Options:**

- Owner Moved/Home Rented this is a violation of affordability, steps will be taken to enforce repayment of the lien in this circumstance
- Owner Passes Away In the event of the homeowner's death during the affordability period there are two options:
  - o in the event a qualifying\* immediate family member inherits the property, he/she will assume the balance of the deferred payment loan;
  - o the lien may be released at the discretion of the Community Services Director
- Owner Wants to Sell repayment of the lien will be enforced
- Foreclosures In the event of a Foreclosure or Deed in Lieu of Foreclosure, any provisions of the Deed of Trust or any provisions in any collateral agreement restricting the use of the property or otherwise restricting the Homeowner's ability to sell the property shall have no further force or effect on subsequent owners or purchasers of the property. Any person, including successors or assigns (other than the homeowner or a person or entity related to the homeowner), receiving title to the property through foreclosure or deed in lieu of foreclosure of the First Mortgage/Deed of Trust shall receive title to the property free and clear from such restrictions.
  - The lien created by the Deed of Trust will be released upon Foreclosure, transfer of Deed in Lieu of Foreclosure, assignment to HUD or market sale.
- **Subordination of Lien Position** Loan subordination will only be allowed when: 1) the refinancing results in a fixed rate, lower monthly payment; and 2) loan subordination will not be allowed under any circumstances for a cash-out refinancing.
- End of Affordability Period the Housing Coordinator will process and record the lien release documents at the end of the affordability period. Each homeowner will be sent an annual statement of during the affordability period to inform them of their lien status.

If these guidelines are adopted by other entities with whom Gila County is the sub-recipient, then the Grantor entity shall be responsible for securing the lien and promissory note for the forgivable loan.

#### **LOAN SERVICING**

Gila County Housing Services uses Pioneer Title Company in Payson, Arizona to process the Deed of Trusts and Promissory Notes on each project. They will act as the loan servicing agents for our program.

The Deed of Trust and Promissory Note will be signed by the homeowner at the beginning of the housing rehabilitation process. A standard rehab project amount will be utilized at this time, with revisions prior to recording the documents.

<sup>\*</sup>qualifying – must meet all State Housing Fund Income Guidelines, and other criteria as applicable.

#### **PROGRAM INCOME**

In the event that Gila County Housing Services recaptures any funds, we will remit them to the Arizona Department of Housing.

#### **DEFERRAL CONDITIONS**

The decision to defer work in a dwelling is difficult, but necessary in some cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client is uncooperative, abusive, or threatening to the crew, contractors, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious animal, excessive animals)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- If in the judgment of the Housing Services staff, any condition exists which may endanger the health and/or safety of the crew or Contactor, the work should not proceed until the condition is corrected.

#### **SELF-HELP OR SWEAT EQUITY**

The Housing Services Department does not operate a self-help or sweat equity program. Gila County will not allow the homeowner to perform any scope of the work. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Director.

#### STANDARD AND SPECIFICATIONS

All housing rehabilitation projects will meet:

- State of Arizona Rehabilitation Standards (Attachment 3) or local code. In addition Gila County has adopted the Uniform Building Code (UBC) (1991), National Electric Code (NEC) (1990), Uniform Mechanical Code (UMC) (1991), Uniform Plumbing Code (UPC) (1991), Uniform Conservation Code (UCC) (1991), as well as, the Uniform Housing Code (UHC) (1991).
- Gila County uses standard specifications, which are tailored to each specific project which may include minor, substantial, and removal of all code violations.
- Energy Star
- International Energy Conservation Code (EICC, 2012 Edition or most recently adopted by local building jurisdiction)
- All plumbing fixtures are to be "low-flow"
- WEATHERIZATION STANDARDS Gila County will meet Weatherization Standards for OOHR Housing Rehab in each home that is rehabilitated with CDBG, SHF, HTF, SSP, and/or HOME Partnership Program funding sources. (Issued 10/12/12, Rev. 11/18/13)
- Uniform Federal Accessibility Standards (Section 504 of the 1974 Rehabilitation Act) and the Americans with Disabilities Act, as applicable and needed by homeowner

#### TEMPORARY RELOCATION

Temporary housing will be used if necessary to house families whose house is under construction through the rehab program. Funding will be utilized from a variety of programs operated by the Gila County Community Services Division.

- a. If the completion of the identified repairs imposes a health and safety risk to the occupants, Gila County Community Services Division will make temporary housing arrangements for the period of time estimated by the contractor to complete the repairs.
- b. Temporary relocation with area relatives or friends will be the first alternative. If this is not available, the occupants will be temporarily relocated to an area hotel/motel that is equipped with a microwave and refrigerator, if available. The occupants will be responsible for their own meals.
- c. If necessary, personal belongings of the occupants will be placed in temporary storage at either a commercial location or a Gila County storage location, if available.
- d. All temporary relocation costs will be included in the total rehabilitation cost.

#### REPLACEMENT REHABILITATION

Replacement is only allowed under the Rehabilitation Program.

- 1. Staff will make cost estimates for each dwelling. If the unit is a manufactured home and the cost estimate of the necessary repairs exceeds the budgeted amount and if the repairs that can be made would still not bring the unit "up to code", the decision can be made to replace the unit with a new or used manufactured home, providing the cost of transport, hookup and after-rehab value is within the allowable cost of the program.
- 2. The replacement manufactured home will be competitively procured through the solicitation of three written quotes, in accordance with Gila County Procurement Department Policy. If the homeowner refuses to accept the unit selected by Gila County during the first round of the selection process, the homeowner will be allowed a second chance to select a unit. Gila County will again attempt to competitively procure a unit for the homeowner. If the homeowner refuses to accept the unit selected by Gila County during the second round of the selection process, the homeowner's application will be cancelled. The homeowner will be notified in writing of this cancellation and they will have ten (10) days from the date of the cancellation letter to request an Administrative Review/Informal Hearing on the decision to cancel the application. In the Administrative Review/Informal Hearing, the homeowner must prove "just cause" as to the reason for not selecting a unit.
- 3. On used mobile home replacements, all appliances, utilities and fixtures will be in good working order. However, homeowner understands that if this is not a new mobile home, homeowner accepts it "as is". All appliances and fixtures will be replaced with new, if enough funding is left in their grant.
- 4. Staff will first try to replace mobiles with new factory built ones, as costs allow.

#### **ACQUISITION**

All acquisition of land, which includes long term leases and permanent use easement, must meet the requirements of the Uniform Relocation and Real Property Acquisition Act. This requires documentation of various notices to the owner, and appraisals (and review appraisals) in most instances.

#### LEAD BASED PAINT HUD REGULATIONS

In order to comply and implement lead-based paint requirements, the Housing Services Department shall use as guidance the OHD Housing Bulletin #1 issued by the GOHD on December, 2001 (Attachment 6 under Section A). The program shall specifically adhere to the evaluation, disclosure, work requirements, and clearance procedures contained in this Bulletin. Any interim control or abatement procedures of lead-based paint hazards as prescribed by HUD requirements shall be included in the scope of work. The Housing Services Department shall also attempt to obtain lead-based paint general liability insurance for lead-based paint hazards and encourage contractors to secure lead-based paint hazard liability insurance.

Staff will provide the homeowner with the EPA/HUD Pamphlet "Protect Your Family from Lead in Your Home". Staff shall also provide the homeowner with the Lead Based Paint Notification for the homeowner's review and signature. Staff shall specifically review the notification form with the homeowner and make every effort to ensure the homeowner is aware of the hazards and ways to avoid lead based paint poisoning. The executed notification is retained in the homeowner/client's file and a copy is provided to the client. If lead based paint hazards are identified by risk assessment and treated the participant shall be provided with the following notices: Notice of Evaluation and Notice of Lead Hazard Reduction. All brochures are available in alternate format for non-English Spanish speaking persons.

#### MARKETING TO GENERAL PUBLIC/POSSIBLE APPLICANTS

Gila County makes every effort to promote awareness to the general public by presenting its program to local groups, such as the Chamber of Commerce, the Lions Club, the Rotary Club, Southern Gila County Network Team, and any other group that expresses interest. Public Service announcements and press releases are also sent to local radio, television and newspapers to market our program.

The Housing Services Program makes every possible effort to inform and promote program awareness to every segment of the community. Informational materials are distributed across the county and are freely available through various county departments. Although, "word of mouth" is the best and foremost method of communication in our community, the Housing Services Program also advertises in the local newspapers within the county.

The Housing Services Program has also developed a network for referrals from:

- 1. Gila County Health Department, Public Health Nursing, Public Environmental Health Dept., Public Gila County Public Fiduciary's Office, Gila County Community Development Office, Gila County Section 8 Housing Program, Workforce Investment Department, Gila County Community Action Program.
- 2. Gila County Community Development Office advising of dangerous or condemned buildings.
- 3. Gila County Community Development Office or Gila County Health Department advising of a broken sewer, leaky roof, etc. during their inspections.
- 4. Various social services agencies (Gila Aging, Child Protective Services, Vocational Rehabilitation Program, etc.) advising of health and safety issues.

All promotional materials and other marketing tasks are done by the Housing Services Program staff on an ongoing basis.

#### MARKETING TO CONTRACTORS

The Housing Services Department follows the procedures for procurement and contracting as directed in the handbook distributed by the Arizona Department of Housing. This handbook and any updating information/additions to the same are kept by the Director and are available for review and reference by any interested person(s).

#### STAFFING AND ADMINISTRATIVE STRUCTURE

The Gila County Housing Services Department currently consists of approximately 6 staff with additional services provided by the county departments listed under the heading of the Community Services Division on an as needed basis. The Housing Services Department is administered and staffed as follows:

**Community Services Director** 

Community Services Deputy Director

Community Services Fiscal Manager

**Community Services Housing Coordinator** 

Community Services Housing Rehabilitation Specialist – BPI Certified Building Analyst

Community Services Grants Administrator

The Director provides oversight of the program. The Housing Coordinator is responsible for monitoring the expenditure of funds for each project.

The Grants Administrator is responsible for grant applications to funding agency (ies). Additional responsibilities include completing: Environmental Review Reports, Flood Hazard Determinations, Set-Up Reports, Closure Reports, and Performance/Schedule of Completion Reports. The Grants Administrator will maintain the program guidelines and will assist the Housing Coordinator with compliance issues, and periodical monitoring of the administration of the program(s).

The Housing Coordinator is responsible for the implementation of the program, expenditure of funds and compliance with the program rules and regulations. The Housing Coordinator's secondary tasks are those related directly to rehabilitation services and working on a one to one basis with the applicants from identification to completion of the project.

The Housing Coordinator is responsible for application intake, income verification, contacting licensed, minority and women owned businesses to request their participation in the Housing Services programs, determination of eligibility of the property and the applicant, maintenance of waiting lists, correspondence between department and homeowner, monitoring and data entry of each project, case management and tracking. Also assists the Fiscal Manager with financial management and contract closeouts, and assists the Housing Project Coordinator and Rehabilitation Specialist with program eligibility.

The Housing Rehabilitation Project Coordinator and Specialist are responsible for all necessary disclosures, preliminary and subsequent inspection of the subject property, preparation of the plans and/or specifications for bidding, cost estimating, and final close-out of the project. Both positions are responsible for inspecting weatherization items on HOME and CDBG funded rehabilitation projects. During construction, the Housing Project Coordinator and Rehabilitation Specialist conduct periodic inspections of the work, interfaces with the homeowner and contractor to ensure quality work approves change orders for referral to the homeowner and

participates in the final walk through. Maintenance, energy conservation, and homeowner responsibility/neighborhood revitalization counseling will be provided to each participant by any member of the Housing Services Department. The Housing Rehabilitation Project Coordinator is a BPI Certified Quality Inspector and is responsible for performing inspections at all properties prior to final closeout.

Training for the Housing Services Program staff is provided by Gila County and by attending workshops training sessions paid for with grant monies. In addition to the Housing Services Department staff, we will utilize the Gila County Planning/Zoning, Community Development, and Engineering Departments for appropriate technical assistance to the program.

#### PRE-SCREENING PROCESS

The prospective participant will be asked to complete a pre-screening form, which will be used to determine eligibility for a housing rehabilitation project. The Housing Coordinator will review the following requirements:

- a. Applicant presently owns the property;
- b. Location of the home is within the county boundaries, excluding Indian Reservations.
- c. Floodplains; can be allowed if the homeowner is willing to get flood insurance, but needs to be discussed in the early stages, because of the cost of the insurance.
- d. Income information;
- e. Determination if Property Taxes and Insurances are current on the property;
- f. Household size and composition;
- g. Market value of the home does not exceed guidelines as established by HUD

The prospective participant is notified in writing within ten (10) working days of eligibility determination. The wait list is based on a first come, first serve basis.

Placement on the Waiting List does not constitute a guarantee of approval for services. A perspective participant on the waiting list must meet qualifications in order to be considered for a housing rehabilitation project when funding becomes available. Eligibility for continuation on the waiting list is determined every six months.

#### **APPLICATION PROCESS**

The prospective participant(s) will be contacted by Housing Services Coordinator who will then verify the application to ensure the information accurately reflects the prospective participant's present situation.

Income will be verified via verification received directly from employers, Social Security Administration, Veteran's Administration, previously filed income tax returns, check stubs, etc. During rehab, income verification shall be valid for a period of six (6) months, after which it must be recertified if the project has not been completed. All information obtained through this process shall be kept in locked files to ensure confidentiality.

The following definitions aid staff in the application process:

 Income - All wages, financial assistance from Social Security, Veteran's Administration, Department of Economic Security, Temporary Assistance to Needy Families, Unemployment Insurance, Alimony, Child Support, and income from any other source by any member of the household. • Family/Household — All persons occupying the home, including permanent extended family, i.e., elderly parents, single children with children of their own. In the case of more than one family per unit, every effort is made to provide the non-owner with housing assistance through another program to decrease over-crowding.

Prior to the application being approved, two eligibility determinations/certifications are made:

- 1). Family based on income and home ownership (if on waiting list more than 6 months must be recertified every 6 months.)
- 2). Property Ownership must be owned solely by the applicant and/or co-applicant

During the application process staff will review each case with the. The Housing Coordinator is responsible for approval or disapproval of each application. Housing Services staff will then inform the applicant of the type and extent of assistance being offered and advise the applicant of the estimated time line for the sequence of events that will be necessary in the repair/rehabilitation process.

A title search will be ordered by the staff to ensure that the home is in the applicant(s) name. A preliminary parcel search will be used to determine that there are no taxes owed against the property and should arrearages exist, Housing Services staff will meet with the homeowner to attempt to resolve the situation. The Administrative Assistant will preliminarily verify ownership by obtaining a copy of the deed or title and a tax valuation from the Gila County Assessor's Office. The participant shall provide the Housing Coordinator with verification of total loss coverage insurance on the home. Eligibility determination will not be made nor will the repairs/rehabilitation of the property be commenced until all information/verifications are received.

If the potential participant has a 504/ADA issue or is non-English speaking, staff provides the necessary assistance through the entire process.

The Housing Coordinator shall review and authorize each application prior to the project commencing.

Upon acceptance into program, certified staff will schedule an initial property inspection and will conduct a visual assessment to identify lead hazards and determine the Scope of Work. The homeowner is also informed that all contracts are strictly between the owner and contractor. The Housing Project Coordinator and/or Housing Rehabilitation Specialist will monitor the progress, inspect for proper performance and sign off along with the homeowner after both are satisfied with the completed project.

Copies of all forms that are pertinent to the project will be provided to each homeowner at their request.

#### **WORK WRITE-UP**

Work Write-Up Forms are prepared by the Housing Project Coordinator and/or Rehabilitation Specialist who are experienced in construction and are required to keep knowledgeable of the latest code requirements, construction methods and materials, and particularly, preservation of a designated historical building. It is important in our program to preserve the architectural features of a particular era. In a case where code and preservation conflict, the work shall be

done to code, but every effort will be made to provide the "look" of a particular feature, structural or nonstructural. A change order will be prepared, if necessary, and it will require approval from the homeowner, Housing Project Coordinator and/or Rehabilitation Specialist, the Contractor and Housing Services Coordinator.

The Housing Project Coordinator and/or Rehabilitation Specialist are responsible for reviewing the accuracy of the work write-up and the homeowner will approve final work write-up. The work write-up will call for items that meet code as per the Rehabilitation Standards, but will specify brands, sizes, location, etc. The work write-up may be accompanied by a set of plans complete with construction details. The plans will identify all areas of the house and approximate dimensions, door and window location, etc. The work write-up can be specifically cross-referenced.

Only FHA approved improvements are eligible under this program. A Property Inspection Checklist is utilized to assist with ensuring homes meet State Rehabilitation Standards and are safe, sanitary, decent and energy efficient.

The Housing Project Coordinator, Rehabilitation Specialist and staff utilize a computerized specification writing program when preparing the specifications for each project. Sample building specifications are included as Attachment 4, which is a copy of the standardized rehabilitation specifications generated by the Respec 8 program when developing the work write-up for each project. Staff also has the ability to create additional specifications tailored to each project.

#### **COST ESTIMATES**

The Housing Project Coordinator and/or Rehabilitation Specialist are responsible for the preparation of a cost estimate for each job. In addition to the experience and training previously mentioned under the work write-up, the Housing Project Coordinator and/or Rehabilitation Specialist must keep abreast of the economic conditions in our area with respect to the construction trades, including, but not limited to:

- a. Availability of qualified contractors with emphasis on disabled, women, and minority business enterprises;
- b. Availability/cost of materials;
- c. Present labor costs.
- d. Must have Building Pressure Institute (BPI) and Home Energy Rate Training (HERS) Course Certifications

The Housing Project Coordinator and/or Rehabilitation Specialist will prepare a cost estimate of each individual dwelling based on the technical specifications as determined in the work write-up. The cost estimate will include all costs for materials and labor, as well as, costs for overhead and profit. In order to stretch the rehabilitation dollars, the county and incorporated areas may waive permit fees on all projects.

#### MANDATORY PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference is held on the property site prior to bidding. The Pre-Construction Conference assists in minimizing any misunderstandings with the staff, contractors and homeowners regarding work to be accomplished during the project.

Gila County will only utilize Contractors who have successfully completed a contractor eligibility package. This package includes verification of licensing, insurances, and that contractor is in good standing with the Arizona Registrar of Contractors and SAMS (Systems for Award Management). Any Contractor that does not complete the process, or has otherwise been deemed ineligible, will not be able to participate in the program.

#### **PROCUREMENT**

It is standard procedure to advertise for rehabilitation bids in the locally distributed newspaper that is contracted by Gila County at the time. The Housing Services Department also keeps files on qualified contractors, who are notified by mail, telephone or by fax of any jobs that may be out to bid.

Bids will be solicited from only those contractors who have successfully completed Building Pressures Institute (BPI) training and are currently certified as such.

Every effort is made to obtain a minimum of three (3) bids for each house.

The Housing Coordinator shall retain the files on licensed, insured, bonded and otherwise qualified (not disbarred) contractors who are notified in writing of any bid invitation. Contractors will be encouraged to secure lead based hazard liability insurance as the Housing Services Program will grant preference to those with this type of insurance.

**<u>Bid Award:</u>** Bids are awarded by the Gila County Procurement Department and the homeowner, however, housing staff will recommend the award be made to the lowest qualified bidder. The Housing Project Coordinator reserves the right to reject any and/or all bids for reasons including but not limited to the following:

- 1. The Contractor is not licensed or has had his license suspended or has been disbarred from projects involving certain funding sources (i.e. HUD) the Contractor's status is researched online via the website: www.sam.gov
- 2. The Contractor is not able to proceed with the project in a timely manner due to other commitments.
- 3. The bid submitted is more than 15% below the Cost Estimate and, in the Housing Program Coordinator's judgment, the Contractor will not be able to complete the project as specified for the bid price.
- 4. The Contractor has failed to complete past projects in a timely or workman like manner or has failed to respond appropriately to request for warranty service.
- 5. The Contractor has failed to provide lien waivers as required or has had mechanic's liens filed by suppliers or subcontractors on past projects.
- 6. Bidding forms are improperly filled out or incomplete.
- 7. All bids submitted are more than 15% above the Cost Estimate.
- B. Owner Bid Rejection: The Owner may reject any or all bids without cause subject to the following provisions:
  - 1. The Owner may choose to reject the lowest qualified bid recommended by the Housing Program Coordinator and select a Contractor other than the lowest bidder if the Owner is willing to provide from his/her/their own funds and amount equal to the difference between the low bid and the selected bid.

- 2. The Owner may reject all bids at any time up to three working days after the contract is closed.
- C. <u>Delays in Awarding Contract</u>: Generally the contract will be closed and work will begin within thirty days of the date of bid submission. If thirty days have passed since the submittal of bids and no contract has been signed, the Contractor has the option of:
  - 1. Honoring the original bid.
  - 2. Withdrawing his bid.

If the Contractor chooses to withdraw his bid, the project will be offered to the next qualified low bid or a new bid process will begin. The Housing Program Coordinator reserves the right, with the owner's concurrence, to negotiate any bid.

#### AGREEMENTS, CONTRACTS, AND OTHER DOCUMENTS

Each file contains a checklist noting all documents and verifications (such as check stubs, bank statements, property tax statement, title report insurance, etc) required for the housing rehabilitation program. This checklist will reflect the type of documents included in each file and will note those that do not apply as "N/A".

#### **PROPERTY INSPECTIONS**

Property inspections will be performed by a qualified BPI Building Analyst to ensure all work complies with the applicable building codes, as well as, for adherence to Department of Energy Weatherization standards.

In addition, Housing Program Coordinator and Housing Rehab Specialist will conduct frequent inspections to monitor progress, identify problems that may occur, initiate change orders that may arise, ensure compliance with State Rehabilitation Standards requirements and non-code items. Staff is certified in the State Rehabilitation Standards inspections, energy audits and in general code requirements. The Housing Program Coordinator is a certified BPI Quality Control Inspector. Each property will be inspected by him/her after construction is completed. Training in these areas is provided with Gila County and/or grant funds.

#### **CHANGE ORDERS**

A Change Order may be requested by the contractor due to circumstances which were unforeseen and not included in the original Work Write-Up. An example would be a safety or code violation that could not be determined until the actual work began. The homeowner must be informed of Change Orders and agree to these changes in writing. The contractor must have written approval from the Housing Project Coordinator and Director before undertaking any Change Order work, for any reason. Change Orders must be processed through to the Gila County Procurement Office and documented in the client file. If the Change Order is costly the project scope of work may be adjusted as not to exceed the projects budget. ADOH will be notified of all change orders accepted on each project. Multiple requests for change orders can and will result in audit findings.

#### SCHEDULE OF CONTRACTOR PAYMENT

Contractor payments are structured so that the contractor may request to submit an invoice for approximately thirty three percent (33%) of the total bid amount at commencement of the job, a second draw, not to exceed thirty three percent (33%) of the remaining balance, may be requested when at least fifty percent (50%) of the construction is complete and the final draw is

submitted once the rehabilitation has been performed to the satisfaction of the contract terms, homeowner, and final inspection by the Housing Project Coordinator, and/or Housing Rehabilitation Specialist.

Upon completion, Housing Program Coordinator and/or Housing Rehab Specialist will inspect each completed home, along with the homeowner. The homeowner will approve and sign off that all work has been completed, as well an acknowledgement that they have received all necessary warranty information.

#### WARRANTIES

All contractors are required to provide a two-year warranty on workmanship as set forth by the Arizona Registrar of Contractors. The homeowner is responsible to contact the contractor for any warranty-related problems. If the homeowner does not feel the contractor has lived up to warrantee obligations, they may contact Housing Services staff to assist in resolution. If no resolution is available or it is not to homeowner's satisfaction, homeowner may appeal to the Arizona Registrar of Contractors.

The homeowner must sign the Warranty Documentation Notice to verify receipt of the documents. The Administrative Assistant will also maintain copies of warranties in the client file.

#### REPORTING, CASEMANAGEMENT AND TRACKING

The Housing Coordinator and Fiscal Manager are responsible for reporting procedures. The Weatherization Technician and the Administrative Assistant are responsible for maintenance of all case files, and the Housing Services Program staff maintains a real time progress chart detailing the progress on each dwelling under construction. The Housing Rehabilitation Specialist and Administrative Assistant prepare monthly progress reports to the Director and the Fiscal Manager. The Fiscal Manager is responsible for all financial and performance reports to the Arizona Department of Housing including, but not limited to family and contractor profiles (minority, handicapped, ethnicity, etc.). The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

#### **HOUSING MAINTENANCE COUNSELING**

During the construction phase of the project, counseling will be provided on good neighbor policies; maintenance of property and appliances, keeping landscaping neat, not allowing garbage to pile up, changing appliance filters and pads. After construction is completed Housing Services staff will provide energy conservation education including applications for local utility discount programs, as well as, other topics as necessary to enhance homeowner's understanding of their role in the community. A letter will be sent yearly asking homeowner to verify their homeowner's insurance policy.

#### **ENERGY EFFICIENCY GUIDELINES**

All owner-occupied family housing rehabilitation projects are required to incorporate The Arizona Governor's Office of Energy Policy, Weatherization Standards. All new construction is to achieve a Home Energy Rating System (HERS) index beyond the baseline of 85. Final HERS index must be submitted prior to receipt of the final draw. The projected, pre-construction HERS index must be submitted to the ADOH once the construction drawings have been completed and the final HERS index must be submitted prior to the receipt of the final draw. All of the above

assessments and weatherization work are to be overseen by Building Performance Institute, Inc. (BPI) certified weatherization professionals.

#### **GREEN TECHNOLOGY**

All projects will be evaluated for the use of alternative energy sources. These may include solar energy, tank-less water heaters and water harvesting and reuse. The Arizona Department of Housings minimum energy efficiency requirements will be used as a guide for green technology.

#### AFTER REHAB VALUE AND DETERMINATION

Maximum Property Value: After completion of a housing rehab project the property value of assisted units may not exceed ninety five percent (95%) of the area median purchase price for single family housing, as determined and published by HUD. The post-rehabilitation value will be estimated one (1) or more of the following methods:

- a. Estimates of value: Estimates of value by the sub-recipient may be used. Project files must contain the estimate of value and document the basis by which the value estimates were derived. (For example: a real estate broker's price opinion with supporting comparable sales or real estate estimate websites.)
- b. Appraisals: Appraisals, whether prepared by a licensed fee appraiser or by a staff appraiser of the participating jurisdiction, may be used. Project files must document the appraised value and the appraisal approach used.
- c. Tax assessments: Tax assessments for a comparable property located in the same neighborhood may be used to establish the after-rehabilitation value if the assessment is current and accurately reflects market value after rehabilitation.

The new HOME value limit for existing housing to be used for owner occupied housing rehabilitation is 95 percent of the median purchase price for the area based on Federal FHA single family mortgage program data and other nation-wide data on the sales of existing housing. For further information regarding HUD's policy change and methodology please visit: <a href="https://www.onecpd.info/resource/2312/home-maximum-purchase-price-after-rehab-value/">https://www.onecpd.info/resource/2312/home-maximum-purchase-price-after-rehab-value/</a>

The rehabilitation assistance will not exceed maximum per state unit investment amounts for Gila County. The Gila County Assessor's Office (GCAO) will be notified of the property receiving rehabilitation, and as a result, the GCAO may perform an after rehab assessment on the property.

#### GRIEVANCE/PROTEST PROCEDURE

#### Client Grievance Procedure:

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Housing Rehabilitation Program.

- All participants will be provided a copy of the procedure and will be required to provide a signature to document receipt of the articles.
  - Complaints arising from disputes regarding the Housing Services
    Department will first be verbally or in writing addressed to the Housing
    Coordinator. Complaints shall be brought to the attention of the Housing
    Coordinator within 10 days after the client becomes aware of the problem.

- The Housing Services Assistant will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Housing Coordinator, the participant may refer his/her complaint in writing to the Director of the Community Services Division at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Community Services Division of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Housing. Each participant is given a copy of the grievance procedure with a copy being maintained in the case file in the Community Services Housing Services Department.

#### Contractor Grievance Procedure:

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three* (3) *business days* of receipt, and after consultation with legal counsel, the Housing Services Housing Coordinator will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

#### **CONFLICT OF INTEREST**

If a person is:

Adopted 4/05/06 Revised 1/2015

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Community Services Division - Housing Services Department who has CDBG, SHF or HOME related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

UGLG: GILA COUNTY

CDBG Funding Agreement #\_

1.	Program Design	Page	Section	Comments
a.	Purpose	2		
b.	Target Area	3		
c.	Eligible Applicants	3-4		
d.	Preferences (elderly, VLI%, disabled, etc.)	3-4		
e.	Grant/Loan (Loan Closing and Lien recordation if applicable)	and the same of th		
f.	Loan Servicing Policies and Procedures (including lien release, refinance of existing debt or equity loans after completion of the rehab and prior to rehab loan repayment or expiration of affordability period) IF APPLICABLE	5		
g.	Funding Sources	6		
h.	Maximum Amount	3		REHAB \$55K RECON \$80K
i.	Exceptions to maximum allowed? Who can authorize?	N/A		
j.	Labor Standards, if applicable	NA		
k.	Non-discrimination	4		
1.	Self Help or Sweat Equity allowed?	6		NOT ALLOWED
m.	Rehab Standards (minor, substantial, remove code violations etc)	6		
n.	Plan to promote Green Technologies (i.e. solar energy, tankless water heaters, water harvesting and reuse etc.)	15		
О.	Energy Efficiency requirements included (weatherized in accordance with ADOH published Weatherization Standards for OOHR Housing Rehab and weatherization work to be done by BPI certified professionals.	15		
p.	Method for determining Scope of Work	11		
q.	Temporary relocation policy and procedures	6		
r.	Revolving Loan Fund (IF APPLICABLE)	NA		
s.	Home Owner Insurance	3		
t.	Insurance Requirements or Waiver Policy	3		
u.	Housing Maintenance Counseling (i.e. changing filter pads, servicing A/C, warranty review for new systems)	15		· -

v.	Homeownership education (i.e. budgeting, timely mortgage payments, maintaining homeowner's insurance)	15		
w.	Method for determining After Rehab Value	16		
x.	Program Income Procedures (IF APPLICABLE)	5		
2.	Staff Structure/Responsibilities	Page	Section	Comments
a.	Staff Titles and Responsibilities must include: inspections, application intake, income verification, change order and completed work approvals, case management and tracking, contractor selection.	9		
b.	Reporting Structure	9		
3.	Marketing	Page	Section	Comments
a.	Procedure	8		
b.	Method (radio, newspaper, etc.)	8		
c.	Bilingual, if applicable	NA		
d.	Accessibility	NA		
4.	Application Process	Page	Section	Comments
a.	Pre-screening	10		
b.	Timeline for approval/disapproval	10		
c.	Applicant recertified if taken 6-months or more prior to receiving services	10-11		
d.	Bilingual	3		
e.	Accessibility	3		
f.	Wait List Procedure.	3		
5.	Contractor Selection, Inspection, Payment Schedule	Page	Section	Comments
a.	Unit Inspection, Work Write Up, Cost Estimates	11		
b.	Pre-bid conference \(\)2	-13		
c.	Bidding process	17		
d.	Contractor verification (license, insurance, references)	13		
e.	Selection based on low bid or homeowner pays difference	14		
f.	Pre-construction Conference	12		
g.	Construction Inspection Process	14		
h.	Schedule of Contractor Payment	14		
i.	Final Draw procedure	14-15		
i.	Warranties provided to homeowner	15		

k.	Homeowner acceptance of all rehab work	5		
6.	Forms	Page	Section	Comments
a.	Copies of forms provided	II.		
b.	Review Application Form: Ethnicity, gender, disability, income (L v. M) family size, privacy act statement, authorization to verify income.			
c.	Review Property Inspection form/Work Write-Up: Deficiency list, allowable improvements, leads based paint and asbestos problems, weatherization/energy savings items, smoke detectors, cost estimate.			
d.	Verification that lead based paint info provided to owner	<b>√</b>		
e.	Contracts (between homeowner & contractor or homeowner & grantee)	<b>\</b>		
f.	Copy of Promissory Note Form(IF APPLICABLE)	/		-
g.	Copy of Deed of Trust Form (IF APPLICABLE)	/		
7.	<b>Grievance and Quality Assurance Process</b>	Page	Section	Comments
a. b.	Procedures (allows for escalation to higher authority?) Use by homeowners, vendors, contractors	J.		
AD	OH Staff: PAUL MANLEY			Date: 8-1-2017
Con	tact Person: MAUSSA BUZAN		Phon	e or Fax:
Approved: Yes Contingent Upon:  No  Grantee notified on (date): 8 - 1 - 2017 by Copy of this form separate letter/fax e-mail				

COMMENTS:

#### P2 – DISPLAY AD – FIRST PUBLIC HEARING

### INSERT Name of City/Town/County Public Hearing Regarding Use of CDBG Funds

The Town/City/County is expected to receive approximately \$\ \text{in FY} \text{ federal CDBG funds from the Arizona Department of Housing Regional Account (RA). The Town/City/County also intends to apply for \$\ \text{in FY} \text{ CDBG funds from the State special projects (SSP) account.} CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. A public hearing will be held at time on date at location to gather citizen input on the use of the CDBG funds. Examples of possible uses include the following:

- 1) Public infrastructure (e.g., water, wastewater, street improvements);
- 2) Community facilities (e.g., parks, health clinics, libraries, senior or youth centers);
- 3) Housing (e.g., owner-occupied or multi-family rehab, utility connections on private property, new housing constructed by a non-profit);
- 4) Public services (e.g., paying the salary of an additional staff person to expand a Head Start program, purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program); and
- 5) Economic development (e.g., a loan to a business for job creation, micro-enterprise development, acquisition of land for an existing business expansion).

For more information about the hearing, grievances, or the CDBG program; or to receive assistance in formulating prospective project ideas for presentation at the hearing contact the following:

Name, Title: Click here to enter text.

Organization: Click here to enter text.

Address: Click here to enter text.

City, State, Zip: Click here to enter text.

Telephone: Click here to enter text.

Fax: Click here to enter text.

TTY: Click here to enter text.

Persons with disabilities who require special accommodations may contact [name]at the above location at least 48 hours before the hearing.

#### P-4 DISPLAY AD – SECOND PUBLIC HEARING

### City/Town/County Public Hearing Regarding Use of CDBG Funds

The Town/City/County is expected to receive approximately \$\ \text{in FY} \text{ federal CDBG funds from the Arizona Department of Housing Regional Account (RA). The Town/City/County also intends to apply for \$\ \text{in FY} \text{ CDBG funds from the State special projects (SSP) account.} CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. Based on citizen input as well as local and state planning objectives several potential projects have been selected to be forwarded to the State of Arizona with a request for funding. A public hearing will be held at the regular City Council/County Board of Supervisors meeting at time on date at location to discuss the potential projects. It is expected that the City/Town Council/County Board of Supervisors will select the final projects at this hearing and adopt applicable resolutions. The potential CDBG projects are named and described as follows:

- 1. Click here to enter text.
- 2. Click here to enter text.
- 3. Click here to enter text.

To review project proposals, file grievances or learn more about the CDBG program contact the following:

Name, Title: Click here to enter text.

Organization: Click here to enter text.

Address: Click here to enter text.

City, State, Zip: Click here to enter text. Telephone: Click here to enter text.

Fax: Click here to enter text.

TTY: Click here to enter text.

Persons with disabilities who require special accommodations may contact [name]at the above location at least 48 hours before the hearing.

#### **ARF-4481**

# Regular Agenda Item 4. A.

# Regular BOS Meeting

Meeting Date: 08/21/2017

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

# <u>Information</u>

# Request/Subject

Adoption of Proclamation No. 2017-05 - Constitution Week.

# **Background Information**

Kelly Oxborrow, Regent for The Daughters of the American Revolution - Mogollon Chapter (Payson), contacted the Board of Supervisors' Office with a request for the Board to adopt a proclamation designating September 17-23, 2017, as Constitution Week. The request was approved by the County Manager.

# Evaluation

As Gila County is a governmental entity, it is important for the Board of Supervisors to bring attention to Constitution Week to acknowledge the 230th anniversary of the drafting of the Constitution of the United States of America.

# **Conclusion**

N/A

# Recommendation

It is recommended that the Board consider adoption Proclamation No. 2017-05 to recognize the week of September 17-23, 2017, as Constitution Week in Gila County.

# Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2017-05 proclaiming September 17-23, 2017, as Constitution Week in Gila County. **(Kelly Oxborrow)** 

# Attachments



#### PROCLAMATION NO. 2017-05

A PROCLAMATION OF THE GILA COUNTY BOARD OF SUPERVISORS PROCLAIMING SEPTEMBER 17-23, 2017, AS CONSTITUTION WEEK IN GILA COUNTY.

**WHEREAS**, September 17, 2017, marks the 230<sup>th</sup> anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

**WHEREAS**, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

**NOW, THEREFORE,** we, the members of the Gila County Board of Supervisors, do hereby proclaim September 17-23, 2017, as Constitution Week in Gila County and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of August 2017.

ATTEST:	GILA COUNTY BOARD OF SUPERVISORS	
Marian Sheppard, Clerk of the Board	Tommie C. Martin, Chairman	

#### **ARF-4500**

# Regular Agenda Item 4. B.

# **Regular BOS Meeting**

Meeting Date: 08/21/2017

<u>Submitted For:</u> Bradley Beauchamp, County Attorney <u>Submitted By:</u> Athena Gooding, Legal Secretary, Lead

<u>Department:</u> County Attorney

<u>Fiscal Year:</u> 2017 <u>Budgeted?:</u> Yes

Contract Dates 2017-2018 Grant?: No

Begin & End:

Matching No <u>Fund?:</u> Renewal

Requirement?:

# Information

# Request/Subject

Amendment to the County Attorney's Office Loan Forgiveness Program to change the payee and payment schedule.

# **Background Information**

The County Attorney's Office first proposed the Loan Forgiveness Program in 2006, and it was approved by the Board of Supervisors. In 2009, an amendment was proposed and approved. In 2013, an amendment was proposed; however, the Board tabled this item to a future meeting so that the Finance Director could be included in the conversation.

The County Attorney requests that the Board of Supervisors amend the County Attorney's Office Loan Forgiveness Program in order to allow two changes. The first would change the payments being made directly to the attorneys instead of to their student loan creditors. This change will make each attorney responsible for directing the payment to the correct student loan creditor. The way the program is currently set up, the payment goes directly to the financial institution which applies the payment to the loan in one lump sum which, in turn, does not properly apply the money to the loan in order for the payee to qualify for the Public Service Loan Forgiveness Program (PSLF). In order for the employee to qualifying payments on an eligible loan after October 1, 2007, to be eligible for forgiveness. A paid ahead status can negatively affect the Public Service Loan Forgiveness Program, which does not benefit the attorneys in our department.

The second change would be to distribute the money in a 24 payment schedule, which would be included with the regular paychecks.

# **Evaluation**

The County Attorney believes this change is necessary and will result in no net change in the cost of the program. The program's cost is not taken from the General Fund.

# Conclusion

The County Attorney believes these changes will make the program easier to administer and will result in no net change in the cost of the program. The program's cost is not taken from the General Fund.

# Recommendation

The County Attorney recommends the approval of the amendment to the County Attorney's Office Student Loan Forgiveness Program.

# Suggested Motion

Information/Discussion/Action to approve the amended Gila County Attorney's Office Loan Forgiveness Program whereby the attorneys will make the payments to their student loan creditors on their own behalf to ensure they are receiving credit to qualify for the Loan Forgiveness Program. (Bradley Beauchamp/James Menlove)

# **Attachments**

<u>Amended Loan Forgiveness Proposal 2017</u>

Supporting document to Proposal 2017

Amended Loan Forgiveness Proposal 2009

Proposal- County Attorney's Office Loan Forgiveness Program 2006

#### AMENDED Loan Forgiveness Proposal 2017

In order to successfully recruit new attorneys to the County Attorney's Office, the Gila County Attorney proposes modifying the existing loan forgiveness program as follows: (ADDITIONS ARE IN CAPS. Deletions are in strike out language.)

- 1. The program would provide up to \$8,000.00 per year to deputy county attorneys before tax withholding. All of the money after tax withholding would go directly to their student loan creditors. THE DEPUTY COUNTY ATTORNEY.
- 2. Payments would be made approximately June 30 of each year for ON A 24 PAYMENT SCHEDULE TO BE INCLUDED IN THE REGULAR PAYCHECK TO all full time deputy county attorneys continuously employed by the office from July 1 of the previous year. Deputy county attorneys hired after July would qualify for the program on a prorated basis by taking the number of complete months worked during the year divided by 12 and then multiplying that quotient times the full payment available for deputy county attorneys continuously employed throughout the year. Deputy County Attorneys must be employed at least on a thirty hour per week basis in order to qualify for this program. Qualifying deputy county attorneys who work on less than a forty hour per week basis will have their annual loan forgiveness benefit reduced by a percentage equal to the percentage of hours they work less than forty hourS per week.
- 3. The maximum cumulative benefit an attorney could receive under this program is \$80,000.00 before taxes.
- 4. Only student loans or consolidated loans that only contain student loan debt qualify for repayment under the program. In other words, consolidated loans that commingle student loans and other nonstudent loan debt would not quality for repayment.
- 5. The cost of the program would WILL be budgeted each year from non-general fund county attorney's office funds and would WILL be subject to funding availability.

This program has already proven to be an effective recruiting tool. This proposed modification would not significantly alter the cost of the program since the County Aattorney's Office is already budgeting for the potential that all new attorneys may have student loans.





P.O. Box 69184 Harrisburg, PA 17106-9184 Toll-free; 800-699-2908 • Int'l 717-720-1985 Fax 717-720-1628 •TTY: Dial 711 Monday-Friday 8am to 9pm ET www.MyFedLoan.org

Date: 04/25/2017

Page 2 of 2

GLOBE AZ 85501-1645

Your account is currently in repayment with the next payment due 04/27/2017 for \$494.94.

For Public Service Loan Forgiveness Program (PSLF), you must make 120 separate, monthly, on-time qualifying payments on an eligible loan, after October 1, 2007, to be eligible for forgiveness. In order to have any remaining loan balance to forgive under the PSLF Program, you must make your payments under one of the following plans:

Revised Pay As You Earn (REPAYE) Pay As You Earn (PAYE) Income-Based Repayment (IBR) Income-Contingent Repayment (ICR)

If you are actively pursuing PSLF, you must make your full installment amount on time (received no later than 15 days after the payment due date and received no earlier than 30 days prior to the payment due date) each month for it to qualify.

Paid Ahead status can negatively affect your PSLF qualifying payments.

Paid Ahead status occurs when you make a payment that is larger then your minimum monthly installment amount, and the extra amount paid is applied to future billing statements.

As mentioned above, PSLF qualifying payments are required to be submitted within a specific time frame. If your account is paid ahead several months and you submit a monthly payment, your payment will be applied to the next active billing statement.

For example, if your monthly installment is \$100.00, first due in January, and you submit a payment of \$500.00, that \$500.00 payment would cover all of your billing statements from January through May. So if you were to submit a payment of \$100.00 in February, that \$100.00 payment would be applied to your June billing statment, because you are paid ahead through May.

Since your payments only qualify if made no earlier then 30 days before your due date and no later then 15 days after your due date, your \$100.00 payment (in the example above) would not count as a qualifying payment, due to your paid ahead status.

However, if Paid Ahead status is removed, you will receive a bill each month for the monthly installment that is due, and you will be able make qualifying payments within the required time frame.

If you have any questions or need additional information, contact us at the address or telephone number shown above.

Customer Service Department

#### AMENDED Loan Forgiveness Proposal 2009

In order to successfully recruit new attorneys to the County Attorney's Office, the Gila County Attorney proposes modifying its existing loan forgiveness program as follows: (ADDITIONS ARE IN CAPS. Deletions are in strike out language.)

- 1. The program would provide up to \$68,000.00 per year to deputy county attorneys before tax withholding. All of the money after tax withholding would go directly to their student loan creditors.
- 2. Payments would be made APPROXIMATELY June 30 of each year for all full time deputy county attorneys continuously employed by the office from July 1 of the previous year. Deputy county attorneys hired after July would qualify for the program on a prorated basis by taking the number of complete months worked during the year divided by 12 and then multiplying that quotient times the full payment available for deputy county attorneys continuously employed throughout the year. DEPUTY COUNTY ATTORNEYS MUST BE EMPLOYED AT LEAST ON A THIRTY HOUR PER WEEK BASIS IN ORDER TO QUALIFY FOR THIS PROGRAM. QUALIFYING DEPUTY COUNTY ATTORNEYS WHO WORK ON LESS THAN A FORTY HOUR PER WEEK BASIS WILL HAVE THEIR ANNUAL LOAN FORGIVENESS BENEFIT REDUCED BY A PERCENTAGE EQUAL TO THE PERCENTAGE OF HOURS THEY WORK LESS THAN FORTY HOUR PER WEEK.
- 3. Attorneys could benefit from this program for up to ten years or \$60,000.00 before taxes whichever comes first. THE MAXIMUM CUMULATIVE BENEFIT AN ATTORNEY COULD RECEIVE UNDER THIS PROGRAM IS \$80,000.00 BEFORE TAXES.
- 4. Only student loans or consolidated loans that only contain student loan debt qualify for repayment under the program. In other words, consolidated loans that commingle student loans and other non-student loan debt would not qualify for repayment.
- 5. The cost of the program would be budgeted each year from non-general fund county attorney's office funds and would be subject to funding availability.

This program has already proven to be an effective recruiting tool. This proposed modification would not significantly alter the cost of the program since the County Attorney's Office is already budgeting for the potential that all new attorneys may have student loans.

#### Proposal:

The County Attorney's Office requests to amend the payee for the County Attorney's Office Loan Forgiveness program. Currently the way the program is set up the payment goes directly to the financial institution which applies the payment to the loan in one lump sum which in turn does not properly apply the money to the loan in order for the payee to qualify for the Public Service Loan Forgiveness Program (PSLF).

In order for the employee to qualify for the PSLF they must make 120 separate, monthly, on-time qualifying payment on an eligible loan, after October 1, 2007, to be eligible for forgiveness.

A paid ahead status can negatively affect the Public Service Loan Forgiveness Program. Which does not benefit the attorney's in our department.

The payments would be divided out to be paid to the attorney bi-weekly.

#### **ARF-4374**

# Regular Agenda Item 4. C.

# **Regular BOS Meeting**

Meeting Date: 08/21/2017

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

<u>Department:</u> Sheriff's Office

<u>Fiscal Year:</u> FY18 <u>Budgeted?:</u> No

Contract Dates July 1, 2017 through Grant?: No

Begin & End: June 30, 2020

Matching No Fund?: New

Requirement?:

# Information

# Request/Subject

Intergovernmental Agreement between Gila County and the White Mountain Apache Tribe for law enforcement services.

# **Background Information**

The Intergovernmental Agreement between the White Mountain Apache Tribe and Gila County provides for the orderly and effective enforcement of the criminal and traffic laws of the White Mountain Apache Tribe and Gila County, State of Arizona, within the Fort Apache Indian Reservation. Also to prevent any jurisdiction from becoming a sanctuary for violators of the law of another jurisdiction; to prevent inter-jurisdictional flight; and to foster greater respect for the laws of each jurisdiction by the more certain application thereof. This agreement is based on mutual respect for and recognition of the inherent sovereignty of the White Mountain Apache Tribe and the State of Arizona and the laws enacted by each sovereign.

# **Evaluation**

The Intergovernmental Agreement between the White Mountain Apache Tribe and Gila County is a mutual benefit of both parties to provide resources as may be available and needed to adequately respond to emergencies and enforce criminal and traffic laws.

# Conclusion

The Intergovernmental Agreement between the White Mountain Apache Tribe and Gila County is in effect for a period of three (3) years from the date of signing unless modified or terminated as described. Renewals of this agreement may be made, each for a three-year period, with each renewal being completed and approved at least thirty (30) calendar days prior to the expiration of the preceding three-year period.

#### Recommendation

Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the Intergovernmental Agreement between the White Mountain Apache Tribe and Gila County for law enforcement services for a performance period of three years.

# Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement between the White Mountain Apache Tribe and Gila County for law enforcement services for a period of three years from the date of signing. (Adam Shepherd)

**Attachments** 

<u>IGA-White Mountain Apache Tribe</u> Exhibit A-Application for Commission Card

# INTERGOVERNMENTAL AGREEMENT BETWEEN GILA COUNTY AND THE WHITE MOUNTAIN APACHE TRIBE BY AND THROUGH THE GILA COUNTY SHERIFF'S OFFICE AND THE WHITE MOUNTAIN APACHE POLICE DEPARTMENT

#### Section I

#### **Parties**

This law enforcement agreement (hereinafter "AGREEMENT") is entered into by and between the White Mountain Apache Division of Public Safety, White Mountain Apache Police Department (Hereinafter "TRIBE") and Gila County (COUNTY) and jointly may also be referenced as Parties or Agencies.

#### Section II Purpose

This AGREEMENT is entered into to provide for the orderly and effective enforcement of the criminal and traffic laws of the White Mountain Apache Tribe and Gila County, State of Arizona, within the Fort Apache Indian Reservation, Indian Country as defined in 18 U.S.C. 1151; to prevent any jurisdiction from becoming a sanctuary for violators of the law of another jurisdiction; to prevent inter-jurisdictional flight; and to foster greater respect for the laws of each jurisdiction by the more certain application thereof. This AGREEMENT is based on mutual respect for and recognition of the inherent sovereignty of the White Mountain Apache Tribe and the State of Arizona and the laws enacted by each sovereign.

#### Section III Authorities

The TRIBE is duly authorized to enter into this AGREEMENT pursuant to the Constitution of the White Mountain Apache Tribe Article 4: 1 (a),(b),(t), and (u), as amended. COUNTY is authorized to enter into this AGREEMENT pursuant to A.R.S. 11-951, et seq., A.R.S. 13-3872.

# Section IV Creation of Third Party Rights or Benefits; Use of Agreement as Evidence

A. This AGREEMENT does not create any substantive or procedural right or benefit, civil or criminal, in favor of any person or entity not a party hereto; nor does it create a duty to respond not otherwise imposed by applicable law. No part of this AGREEMENT may be used as evidence in any court proceeding by any party hereto or any successor, assignee, or subrogee of any party hereto unless the entire AGREEMENT is also received into evidence. Failure to follow the provisions of the AGREEMENT shall not, of itself, constitute a defense, ground for suppression of evidence, or basis for dismissal of any criminal action.

#### Section V Territorial Application

A. The geographical area covered by this AGREEMENT is co-extensive with the boundaries of the TRIBE and COUNTY, provided nothing herein shall limit the application of the laws of fresh pursuit to any action undertaken pursuant to this AGREEMENT and each party acting under the authority of this AGREEMENT may engage in fresh pursuit as allowed by law.

#### Section IV Scope of Powers

A. Pursuant to this AGREEMENT, the TRIBE hereby grants COUNTY sheriff's deputies those powers necessary to enforce the criminal and traffic laws of the TRIBE, including the powers to

- conduct searches or make arrests for any violation thereof to the full extent as allowed by applicable law, hereinafter referred to as "mutual aid law enforcement certification."
- B. The Parties to this AGREEMENT recognize and acknowledge that White Mountain Apache Tribal officers are certified police officers, and thereby independently "possess and exercise all law enforcement powers of peace officers" in the State of Arizona, see A.R.S. 13-3874. Nothing in this AGREEMENT diminishes such authority.

# Section VII Application for Certification

- A. The Gila County Sheriff, or his or her designee, shall complete and submit the TRIBE's Peace Office Commission Card form (Exhibit 1) for each COUNTY deputy who is qualified for a mutual aid law enforcement certification. A COUNTY deputy is qualified if he or she completes the required training pursuant to Subsection B, satisfactorily meets all requirements of the Peace Officer Commission Card form, and the Gila County Sheriff, or his or her designee, submits a statement of qualifications that includes certification of a satisfactory background check conducted within the last five years of the date of the application and copies of a current valid State of Arizona driver's license and a valid Gila County law enforcement certification card for each applicant.
- B. COUNTY deputies shall complete the Criminal Justice in Indian Country training course offered by the Department of Justice at such location agreed upon the Parties, prior to receiving a mutual aid law enforcement certification by the TRIBE.
- C. The TRIBE shall, without undue delay, certify each applicant upon determining that the applicant is qualified for mutual aid law enforcement certification. No applicant shall be denied a mutual aid law enforcement certification on the basis of race, creed, sex, or color.
- D. A County sheriff's deputy shall remain commissioned under this AGREEMENT unless and until he or she resigns his or her employment as a COUNTY sheriff's deputy. The COUNTY shall timely notify the TRIBE of such resignation, and the COUNTY shall return the COUNTY sheriff deputy's mutual law enforcement certification card within ten (10) calendar days of the date of resignation of the official and address shown in Section XXI.
- E. The COUNTY agrees to timely notify the TRIBE if a COUNTY sheriff's deputy who holds a Tribal mutual aid law enforcement certification under this AGREEMENT is being considered for termination from COUNTY employment or has been charged with or convicted of a felony or misdemeanor.
- F. The TRIBE may, at any time, suspend or revoke any mutual aid law enforcement certification issued pursuant to this AGREEMENT for reasons solely within the TRIBE's discretion. The TRIBE shall notify, in writing, the official and address shown in section XXI of the suspension of revocation of any certified COUNTY sheriff's deputy. The COUNTY shall return the deputy's Tribal mutual aid law enforcement certification card within ten (10) calendar days of the date of the suspension or revocation to the official and address show in Section XXI.

# Section VIII Arrest and Custody Procedures

- A. Indian suspects arrested within the TRIBE's territorial jurisdiction by any certified COUNTY sheriff's deputy pursuant to this AGREEMENT shall be immediately taken to the appropriate and nearest Tribal detention facility for booking.
- B. Non-Indian suspects arrested by Tribal officers pursuant to this AGREEMENT shall be taken to the appropriate County detention facility for booking.
- C. A Tribal officer who arrests any non-Indian shall inform the arrestee of his or her rights as required by federal law.
- D. A certified COUNTY sheriff's deputy who arrests an Indian within the TRIBE's territorial jurisdiction under any provision of the TRIBE's criminal laws shall inform the arrestee of his or her rights relating to criminal law under the WMAT Criminal Procedure Code
- E. A Certified COUNTY sheriff's deputy who, only if authorized by the Bureau of Indian Affairs ("BIA") to enforce federal law, arrests any Indian within the TRIBE's territorial jurisdiction for any offense under 18 U.S.C. 1152 or 1153, or any other applicable federal criminal law, shall inform the arrestee of his or her rights as required by federal law. If the certified COUNTY sheriff's deputy is not federally commissioned by the BIA, he or she shall hold the suspect until a federally commissioned Tribal officer or other federally commissioned officer may inform the suspect of his or her rights as required by federal law.
- F. In the event an arrest is made, or could be made, under 18 U.S.C. 1152 or 1153 or for any federal felony within the TRIBE's territorial jurisdiction:
  - 1. By federally commissioned Tribal officer, that officer shall immediately notify a Tribal Criminal Investigator or FBI Agent who will then proceed with the case; or
  - 2. By a certified COUNTY sheriff's deputy only if federally commissioned, he or she shall immediately notify a Tribal Criminal Investigator or FBI Agent who will then proceed with the case.
- G. A certified COUNTY sheriff's deputy who makes an arrest within the TRIBE's territorial jurisdiction shall notify the TRIBE's police dispatcher, via police radio, of the arrest, obtain a report number, and then if Indian, prepare and submit a complete and accurate Tribal arrest/booking report, submit the arrest report to the Tribal Police Department immediately for processing, forward said information and documents to the Tribal Prosecutor's Office, and shall honor any Tribal court subpoena and summons relating to the arrest.
- H. A Tribal officer who arrests a non-Indian, off of the Fort Apache Indian Reservation, pursuant to this AGREEMENT shall notify the nearest sheriff's dispatcher, via police radio, of the arrest, obtain a report number, prepare and submit a complete and accurate sheriff's arrest/booking report, submit the arrest report to the nearest sheriff's facility immediately for processing, forward said information and documents to that county's district attorney, and shall honor any county or magistrate court subpoena and summons relating to the arrest.

# Section IX Investigations

A. All investigations, including searches and seizures, conducted within the applicable territory of this AGREEMENT shall be conducted pursuant to applicable Tribal, Arizona and/or Federal law.

#### Section X Forfeitures

A. If, as a result of any investigation within the TRIBE's territorial jurisdiction, or within the County in which the TRIBE and COUNTY participate together and any tangible items of contraband, including money, are seized from an Indian or non-Indian pursuant to the criminal laws of the TRIBE or the State of Arizona, the TRIBE and COUNTY shall share in the distribution of any and all items not otherwise legally destroyed or money forfeited as a result of said investigation. Shares and proceeds from the sale of any and all items, including money, will be distributed based on applicable law and the relative contributions of the participating Agencies. Relative contributions will be cooperatively evaluated and determined by participating Agency heads or their authorized delegates.

#### Section XI Crime Statistics

A. The Parties agree that crime statistics arising from arrests and investigations conducted pursuant to this AGREEMENT shall be accounted for and maintained by the Agency in whose jurisdiction the offense was committed.

#### Section XII Extradition

A. Any Indian located within the TRIBE's territorial jurisdiction that has violated Arizona criminal law and who seeks asylum from prosecution by the State of Arizona shall be extradited pursuant to White Mountain Apache Criminal Code 3.1 *et seq.*, as may amended, except if the arrest is as a result of fresh pursuit pursuant to section V of this AGREEMENT.

### Section XIII Citations for Traffic Offenses

- A. A certified COUNTY sheriff's deputy who effects a stop for a traffic offense within the TRIBE's territorial jurisdiction on any Indian may issue a written warning or issue a citation into the Tribal Court or effect an arrest where permitted by Tribal law.
- B. A Tribal officer who effects a stop for a traffic offense within Gila County, State of Arizona, but outside the TRIBE's territorial jurisdiction on any non-Indian may issue a verbal or written warning or issue a State of Arizona traffic citation or effect an arrest where permitted by Arizona law.

# Section XIV Supervision and Control of TRIBE's Officers and COUNTY Sheriff's Deputies

A. Tribal officers remain under the ultimate supervision and control of the TRIBE, but shall take direction from the ranking COUNTY sheriff's deputies when Tribal officers are exercising authority granted pursuant to this AGREEMENT in assistance of COUNTY sheriff's deputies outside the TRIBE's territorial jurisdiction. Certified COUNTY sheriff's deputies shall remain under the ultimate supervision and control of the COUNTY, but shall take direction from the ranking Tribal officer when exercising authority granted pursuant to this AGREEMENT in assistance of the Tribe's officers.

# Section XV Compensation and Benefits of Tribal Officer and COUNTY Sheriff's Deputies

A. All Tribal officers remain employees of the TRIBE. The TRIBE shall remain liable for Tribal officers' salaries, workers' compensation, and civil liabilities. Each Tribal officer shall be deemed to be performing regular duties for the TRIBE while performing public safety services pursuant to

this AGREEMENT. All certified COUNTY sheriff's deputies remain employees of the COUNTY. The COUNTY shall remain liable for all certified COUNTY Sheriff's Deputies' salaries, workers' compensation and civil liabilities. Each certified COUNTY Sheriff's Deputy shall be deemed to be performing regular duties for the COUNTY while performing public safety services pursuant to this AGREEMENT.

#### Section XVI Dispute Resolution

A. In the event of a dispute, claim or controversy ("dispute") arising out of or related to this AGREEMENT, the Parties agree to meet as promptly as possible to informally resolve the dispute in good faith. In the event the Parties are unable to reach an informal resolution, either Party, or both, may notify the other in writing of intent to terminate the AGREEMENT in accordance with Section XVIII of this AGREEMENT.

#### Section XVII Indemnification

A. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this IGA, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

# Section XVIII Duration, Modification and Termination of Agreement

- A. This AGREEMENT is in effect for a period of three (3) years from the date of signing unless modified or terminated as described below. Renewals of this AGREEMENT may be made, each for a three-year period, with each renewal being completed and approved at least thirty (30) calendar days prior to the expiration of the preceding three-year period.
- B. Any amendment to this AGREEMENT may be adopted by an instrument in writing signed by all Parties to this AGREEMENT subject to approval by the appropriate authorities.
- C. The TRIBE or the COUNTY may terminate this agreement upon written notice of at least thirty (30) calendar days prior to the termination date, by certified, return receipt, postal mail. Such written notice shall be forwarded to the Sheriff for the County and to the Chief of Police for the Tribe. All parties are hereby on notice that this contract is subject to cancellation for Conflicts of Interest pursuant to A.R.S. 38-511.
- D. Upon termination of this agreement, each party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing party.
- E. This IGA is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this IGA.

# Section XIX Provisions Required in Contracts with Agencies of the State of Arizona

A. Notwithstanding any provision of the AGREEMENT to the contrary, the TRIBE agrees to abide by the following terms and provisions that are required for contracts with the COUNTY, a constituent department of the State of Arizona:

- B. Pursuant to A.R.S. § 35-214 and § 35-215, both parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of the Agreement. All records shall be subject to inspection and audit by either party at reasonable times. Upon request, a party shall produce a legible copy of any or all such records.
- C. Each party to this IGA warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). Each party shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the other party upon request. These warranties shall remain in effect through the term of this IGA. Each party and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under this IGA and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV. Each party retains the legal right to inspect contractor and sub-contractors or employee documents performing work under this IGA to verify compliance with this IGA. Each party and its subcontractors shall be given reasonable notice of the other party's intent to inspect and shall make the documents available at the time and date specified. Should either party find that the other party or any of its subcontractors are not in compliance; such non-compliance may be considered a material breach of this IGA and may pursue any and all remedies allowed by law. Nothing set out herein shall make any subcontractor an agent or employee of either party.
- D. Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and local governments whether or not specifically reference herein. The Parties agree that there will be no discrimination as to race, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, gender identity, disability, age, marital status or status in regard to obligations, work, and services performed under the terms and any IGA ensuing from this engagement. The Parties will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).
- E. Each party is responsible to finance and maintain a budget for its respective obligations under this agreement.
- F. In accordance with A.R.S. § 35-154, every payment obligation of each party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- G. Any provision of this IGA which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

Section XX Sovereign Immunity

A. Nothing in the AGREEMENT, or in any future amendments, shall be interpreted, either expressly or impliedly, as constituting a waiver of the sovereign immunity of the White Mountain Apache Tribe or of the State of Arizona.

#### Section XXI Notices

A. All notices and communication required or permitted under this AGREEMENT shall be in writing and shall either be delivered in person or sent by certified mail, return receipt requested, to the intended recipient at the addresses set forth below (or such address as a Party may hereafter specify in writing):

TRIBE:

Chief of Police

White Mountain Apache Police Department

P.O. Box 889

Whiteriver, AZ 85941

COUNTY:

Gila County Sheriff's Office

Sheriff J. Adam Shepherd

P.O. Box 311 Globe, AZ 85502

Section XXII

Savings Clause

A. Any provision of this IGA which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

## Section XXIII Entire Agreement

A. This AGREEMENT, including any exhibits or other attachments, constitutes the entire terms, conditions and understandings of the Parties hereto. There are no representations or provisions other that those contained herein.

#### Section XXIV Effective Date of Agreement

- A. This AGREEMENT shall become effective on the date the last signature of the appropriate authorities is affixed below.
- B. This AGREEMENT may be may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and copied signatures are acceptable as original signatures.

(Remainder of page intentionally left blank, signatures to follow)

# THE WHITE MOUNTAIN APACHE TRIBE:

Ronnie Lupe, Chairman White Mountain Angels T. 1	7·12-17 Date
White Mountain Apache Tribe  Timothy Webster, Chief of Police White Mountain Apache Police Department	07-12-17 Date
Approved as to form:  Jim Palmer, Attorney General White Mountain Apache Tribe	7-12-17 Date
Sheriff J. Adam Shepard, Gila County	8-2-17 Date
Tommie C. Martin, Chairman Board of Supervisors  Approved as to form:	Date
Jefferson R. Dalton Deputy Gila County Attorney Civil Bureau Chief	Date
Attest:  Marian E. Sheppard Clerk of the Board	Date



# White Mountain Apache Police Department WHITE MOUNTAIN APACHE TRIBE

5 East Sycamore Street - PO Box 889 Whiteriver, Arizona 85941 Phone (928) 338-4942 Fax (928) 338-4565

#### APPLICATION FOR COMMISSION CARD

Please complete this application in order to receive authorization to be a commissioned officer under the White Mountain Apache Tribe's Law and Order Code and for the purpose of having law enforcement authorities to enforce tribal law within the exterior boundaries of the Fort Apache Indian Reservation.

**Certification**: I do hereby certify that the answers I provided to the questions below and the information submitted in support of this application to be a Commissioned Officer within the White Mountain Apache Police Department on the Fort Apache Indian Reservation, Whiteriver, Arizona, are true and correct to the best of my knowledge. I understand that failure to answer all questions fully and truthfully could result in denial of this application.

Signature:Applicant	_	Date:	
Applicant			
Name:			
Hair Color: Eye Color:	Height:	Weight:	Badge #:
Current Address:	Ald Processing States		
Agency Where Employed:			
Address:		Telephone:	
Name of Immediate Supervisor:		Title/Position:	
Date Employed:			
Law Enforcement Training:			
Basic Police Academy Training:			
Date of Certification:			
Arrest Record:			
Were you arrested and convicted of any	Felony violations	? YES N	0
Were you arrested for any misdemeanor	r offense in any co	urt of law? YES	NO

Certification: I hereby certify that the above named applicant is a full time certified peace officer of				
the background investigations necessary for law enforced and no disqualifying information was found	orcement personnel have been thoroughly			
Chief of Police/Sheriff/Director of Law Enforcement	Date:			
************	********			
To be completed by the Administrative Assistant and s. Police	gned by the Chief of Police or Captain of			
Application received by:	Date:			
Title:				
Commission Card Approved by:				
Commission Card Number:				
Expiration Date:				
White Mountain Apache Police Department Chief of Police	te:			

ARF-4491 Regular Agenda Item 4. D.

**Regular BOS Meeting** 

Meeting Date: 08/21/2017

Submitted For: Michael O'Driscoll, Director

Submitted By: Paula Horn, Deputy Director of Health

<u>Department:</u> Health & Emergency Management <u>Division:</u> Health Services

<u>Fiscal Year:</u> 2018 <u>Budgeted?:</u> No

Contract Dates 2017-2018 Grant?: Yes

Begin & End:

Matching No <u>Fund?</u>: New

Requirement?:

#### **Information**

#### Request/Subject

Permission to apply for an additional \$20,000 through the Arizona Department of Health Services (ADHS) to be used for a comprehensive analysis of opioids in Gila County.

#### **Background Information**

On August 2, 2017, ADHS notified Gila County that they had an additional \$20,000 available to be used to conduct a comprehensive analysis of opioids in Gila County. The money became available because other Counties in Arizona have under spent on their prescription drug prevention grant funds.

#### Evaluation

The comprehensive analysis will provide crucial baseline information that is currently unavailable. This information will be used to target higher risk populations with drug prevention programs to reduce the number of prescription drug overdoses and emergency room visits in Gila County.

#### Conclusion

Permission to move forward requesting additional \$20,000 funding through ADHS to conduct a comprehensive analysis of opioids in Gila County.

#### Recommendation

It is the recommendation of the Health and Emergency Management Division Director that the Board of Supervisors approve the request to move forward to apply for the additional funding in the amount of \$20,000, which will be used to conduct a comprehensive analysis of opioids in Gila County.

#### **Suggested Motion**

Information/Discussion/Action to apply for additional funding from the Arizona Department of Health Services in the amount of \$20,000 to conduct a comprehensive analysis of opioids in Gila County. (Michael O'Driscoll)

# **Attachments**

No file(s) attached.

#### ARF-4419

# Regular Agenda Item 4. E.

# Regular BOS Meeting

Meeting Date: 08/21/2017

Submitted For: Malissa Buzan, Director

Submitted By: Allison Torres, Case Manager

<u>Department:</u> Community Services <u>Division:</u> Administration

<u>Fiscal Year:</u> 2017-2019 <u>Budgeted?:</u> Yes

Contract Dates July 1, 2017 - June Grant?: Yes

Begin & End: 30, 2019

Matching No Fund?: New

Requirement?:

# Information

# Request/Subject

One Stop Operator Agreement between the Northeastern Arizona Workforce Development Board and the Gila County Community Services Division.

# **Background Information**

On July 22, 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA) into law. The purpose of WIOA is to help job seekers access employment, education, training, and support services that will help them succeed in the labor market. It also aims to match employers with the skilled workers they need in order to compete in the global economy. WIOA replaces the Workforce Investment Act of 1998, the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

WIOA's Three Hallmarks of Excellence are: the needs of businesses and workers drive workforce solutions and local boards are accountable to communities in which they are located; One Stop Centers provide excellent customer service to job seekers and employers and focus on continuous improvement; and the workforce system supports strong regional economies and plays an active role in community and workforce development. WIOA retains the system of One Stop Centers nationwide. One Stop Centers provide a variety of employment services in order to connect customers with work-related training and education. WIOA reinforces partnerships and strategies needed for One Stop Centers to provide job seekers and workers with career services, education and

training, and the supportive services required to get jobs and stay employed. One Stop Centers also help businesses in finding skilled workers and accessing other supports for their workforce, including education and training. Each local area must have one Comprehensive One Stop Center that provides access to the physical services of the core programs and partners that include Adult, Youth and Dislocated Workers (Workforce), Adult Education and Literacy, Wagner-Peyser (Employment Services) and Vocational Rehabilitation.

# Evaluation

The purpose of the One Stop Operator Agreement is to designate the Gila County Community Services Division as the One Stop Operator effective July 1, 2017, through June 30, 2019. Gila County has the authority to enter into this Agreement under the provisions of A.R.S. § 11-952 and the authority to perform the functions set forth in the Agreement under A.R.S. § 11-254.04, which gives counties the authority to "appropriate and spend public monies for and in connection with economic development activities."

As the One Stop Operator, the Gila County Community Services Division will oversee the One Stop Workforce Delivery System at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501, and affiliate sites in Show Low, Payson, Winslow, and Eager, including an access site in Tonto Basin. The Agreement will be effective July 1, 2017, through June 30, 2019. The Gila County Community Services Division will be paid 5% of Administrative Funds allocated by each of the WIOA Grant Funds. For the Program Year (PY) 2016/Fiscal Year (FY) 2017, the total Administrative allotment for all WIOA grants was \$105,542, with 5% of that amount being \$5277.10.

# Conclusion

The One Stop Operator Agreement designates the Gila County Community Services Division as the One Stop Operator effective July 1, 2017, through June 30, 2019. The Gila County Community Services Division will oversee the One Stop Workforce Delivery System in Globe and affiliate sites. The Gila County Community Services Division will receive 5% of all WIOA Administrative Grant Funds, with \$5,277.10 being allocated from PY2016/FY2017 funds.

# $\underline{Recommendation}$

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Agreement to designate the Gila County Community Services Division as the One Stop Operator effective July 1, 2017, through June 30, 2019, whereby the Gila County Community Services Division will receive 5% of WIOA Administrative Grant Funds, with \$5277.10 being allocated from PY2016/FY2017 funds.

# Suggested Motion

Information/Discussion/Action to approve the One Stop Operator Agreement between the Northeastern Arizona Workforce Development Board and the Gila County Community Services Division to designate the Gila County Community Services Division as the One Stop Operator effective July 1, 2017, through June 30, 2019, whereby the Gila County Community Services Division will receive 5% of Workforce Innovation and Opportunity Act Administrative Grant Funds with \$5277.10 being allocated from Program Year 2016/Fiscal Year 2017.

(Malissa Buzan)

# <u>Attachments</u>

One Stop Operator Agreement

# Northeastern Arizona Workforce Development Board and Gila County Community Services

#### **One Stop Operator Agreement**

This Agreement is by and between the Northeastern Arizona Workforce Development Board (hereinafter referred to as the LWDB), constituted under terms of the Workforce Innovation and Opportunity Act of 2014 (WIOA), and the designated One Stop Operator for the LWDB.

#### **Purpose**

The purpose of the Agreement shall be to designate Gila County Community Services as LWDB's One Stop Operator as provided for under WIOA Section 121 (d), and to describe in general terms the roles and responsibilities of the parties to the Agreement, procedures for modifications of Agreement, compliance requirements and other related purposes.

Gila County has the authority to enter into this Agreement under the provisions of A.R.S. § 11-952 and the authority to perform the functions set forth in this Agreement under A.R.S. § 11-254.04, which gives counties the authority to, "appropriate and spend public monies for and in connection with economic development activities."

#### **Terms of Agreement**

This Agreement shall become effective July 1, 2017 and shall remain in force until it terminates on June 30, 2019, unless circumstances require modified Agreement prior to the termination date.

#### **Termination of Agreement**

Any party to the Agreement may withdraw from the Agreement by giving written notice of intent sixty (60) days in advance of the effective withdrawal date. Notice of withdrawal shall be given in writing to all parties of the Agreement.

The Agreement may also be terminated in the event that grant funding upon which this Agreement depends is withdrawn by the State of Arizona or the federal government.

Notice is also hereby given that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 in the event of the discovery of a conflict of interest.

#### Service Delivery

a. The role of the One Stop Operator is to oversee the One Stop Workforce Delivery System. The One Stop Operator will be responsible for the operational activities concerning customer flow and overall quality and effectiveness of the Comprehensive

One Stop Job Center located at 5515 S Apache Ave. Suite 200, Globe AZ 85501 and affiliate sites in Show Low, Payson, Winslow, and Eager, including an access site in Tonto Basin.

#### One Stop Operator Roles and Responsibilities

- 1. Coordinate the One Stop Service delivery of participating One Stop partners and ensure all required services are being effectively delivered in the local area.
- Coordination of Service Delivery among Partners
- Coordination of Service Delivery among Physical and Electronic Sites
- Coordination of Services across Local Area System
- As the Primary Provider of Services at Physical Centers the following will be overseen:
  - o Manage hours of operation at the Comprehensive Job Center
  - o Manage technological resources such as websites, case management information, business networking software, on-line testing sites
  - o Manage daily operations through coordination with WIOA Fiscal Agent for lease, utilities, and other invoice remittance
  - o Manage partner responsibilities as defined in this Agreement
  - o Manage services for jobseekers
  - o Manage services for business
  - o Provision of basic services such as orientations, information on careers and labor markets, and resource rooms
  - Following federal and state regulations pertaining to handling physical and programmatic accessibility
  - o Implementation of board policies
  - o Reporting to Board on operations and continuous improvements
  - o Ensure that Comprehensive Job Center and affiliate sites partners implement and execute a priority of service for qualifying veterans and/or their eligible spouses, as mandated by the U.S. Department of Labor.
  - o Ensure that the Comprehensive Job Center and affiliate sites comply with the requirements of Americans with Disabilities Act (ADA) guidelines and that all services are easily accessible to individuals with disabilities.
- Coordinate service delivery in a multi-center area, which includes four affiliate sites in Navajo, Apache, and Gila Counties, and one Access Point Tonto Basin Public Library.
- 3. Support and establish relationships and networks with large and small employers and other community based organizations to support the One Stop.
- 4. Create, collect, and maintain all records relating to One Stop operations that are required to be made by applicable federal or state laws or regulations, made relevant by guidance from the U.S. Department of Labor.
- 5. Required to provide support for WIOA service providers, co-located and non-co-located partners to meet or exceed their goals.
- 6. Responsible for providing a One Stop activity report at the quarterly LWDB Meeting.

#### Agreement Amount and Invoice Process

The amount paid to the One Stop Operator shall be 5% of the Administrative Funds allocated by each of WIOA grants funding this program. For program/fiscal year 2017-2018, the total administrative allotment for all grants is \$105,542.00, with the 5% of that amount being \$5277.10. The specific grant fund sources for PY2017/FY2018 are as follows:

- 1.) Adult Funds -- CFDA #17.258
- 2.) Youth Funds -- CFDA #17.259
- 3.) Dislocated Worker CFDA #17.278

Contractor agrees that the grants or amounts of those grants are subject to change for subsequent program years. As such, the amount of the contract is subject to change from year to year. If funds awarded for a contract year are not fully expended by a contractor by the end of a contract year (June 30), unexpended funds will revert back to LWDB.

The parties have agreed that this is a cost-reimbursement contract, and that the 5% amount noted above constitutes the One-Stop's costs of administering the agreement. The One Stop Operator will be reimbursed 1/12 of each contract year's administrative funds on a monthly basis after submittal of end-of-month billing statements detailing and documenting the services provided by the One Stop Operator and its expenses. Payment will be made by the LWDB no later thirty days after receipt of the One Stop Operator's billing.

The workforce board will use federal funds received from the State of Arizona. Under A.R.S. § 11-952(B)(3), the manner of financing and of establishing and maintain a budget for this Agreement shall be approved annually be each Party through its respective Board.

The parties do not contemplate the joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by the Local Workforce Development Board for the program shall be returned to and retained by it, and equipment furnished or purchased by the One Stop Operator for the program shall be returned to and retained by it.

#### **Modification to Agreement**

This Agreement may be modified, given thirty (30) days written notice, at any time, given mutual consent of the One Stop Operator and LWDB. Any modifications to the Agreement, to be valid, must be in writing, signed and dated by the Parties, with the effective date noted, and appended to the original Agreement.

#### Compliance

All Parties to the Agreement will remain in compliance with federal laws, regulations and guidelines, state and local law, regulations, policies and procedures.

Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other party or subcontractors are complying with this warranty.

#### **Integration and Merger**

This Agreement, along with the RFP and the Response from the One Stop Operator constitutes the full and entire agreement of the parties, and no representations have been made by the parties other than those contained herein. In the event of a conflict of interest between the RFP, Response, and this Agreement, this Agreement shall control.

#### **Notices**

Any notices that may be required by this agreement shall be sent to the following addresses:

Gila County Community Services Attn: Malissa Buzan, Director 5515 S. Apache Ave., Ste. #200 Globe, AZ 85501 (928) 402-8693 Northeast Arizona Workforce Development Board Attn: Stephanie Ray Assistant Economic and Workforce Development Director P.O. Box 668 Holbrook, AZ 86025 (928) 524-4167

#### Indemnification

Each party to this Agreement shall indemnify, defend, and hold harmless the other from and against any and all claims, losses, liability, damages, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of employment claims, bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this section shall survive termination of this Agreement. If a Claim or Claims becomes subject to this Indemnity section, the parties to the Claim(s) shall expeditiously meet to discuss a common and mutual defense including proportional liability and payment of possible litigation expense and money damages.

#### **Dispute Resolution**

In the event that a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through mutual negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation. The Mediator shall be selected by mutual agreement amongst the Parties. If a mediator cannot be selected, or if mediation is unsuccessful, the matter will be resolved by binding arbitration, consistent with the Uniform Rules of Arbitration as adopted in the State of Arizona.

#### Attorney's Fees

The successful Party in any arbitration or litigation arising under the terms of this Agreement shall be entitled to its costs, including reasonable attorney's fees and court costs from the non-prevailing Party.

Equal Opportunity Employer/Program

Auxiliary aids and services available upon request to individuals with disabilities

The parties hereto have executed this Agreement upon effective on the date it is signed and approved by each party hereto.

Tommie C. Martin

Gila County Board of Supervisors Chair
Gila County Community Services
One Stop Operator

7-11-17

WDB Chairperson Northeastern Arizona Workforce

Jesse Thompson /V
Navajo County Board of Supervisors Chairman

# Intergovernmental Agreement

#### CONTRACT AMENDMENT

CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER
Navajo County P.O. Box 668	DI16-002107
100 Carter Road Holbrook, Arizona 86025	3. AMENDMENT NUMBER
TIODIOGN, PHIZOIIE 00023	7

#### 4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the purpose of this amendment is to increase fund balances for the following Program Year (PY) and Fiscal Year (FY):

PY	2017	AD Admin	\$4,077
PY	2017	YT Admin	\$45,280
PY	2017	DW Admin	\$4,464
FY	2018	AD Admin	\$27,936
FY	2018	DW Admin	\$23,785
PY	2017	Youth	\$407,519
PY	2017	Adult	\$36,688
FY	2018	Adult	\$251,428
PY	2017	DW	\$40,176
FY	2018	DW	\$214,061
PY	2017	RR	\$5,357
FY	2018	RR	\$28,541

Total Admin \$ 105,542

This is an increase of \$1,089,312

The reimbursement ceiling is increased from \$2,148,619 to \$3,237,931

Attachment B, Allocation by Program and Fiscal Year, updated 6/30/2017 is revised and attached and reflects all current totals by Program and Fiscal Year.

#### ARF-4503

# Regular Agenda Item 4. F.

# Regular BOS Meeting

Meeting Date: 08/21/2017

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

### Information

# Request/Subject

Adopt Resolution No. 17-08-06 designating a portion of Forest Road 54A Lower Cherry Creek Road as a primitive road.

# **Background Information**

Gila County Public Works received a citizens' petition to establish a portion of Forest Road 54A Lower Cherry Creek Road as a primitive road. On April 18, 2017, the Board accepted the citizens' petition to begin the process to bring Forest Road 54A Lower Cherry Creek Road into the County's Maintained Roadway System as a primitive road.

Forest Road 54A Lower Cherry Creek Road traverses through private land and Tonto National Forest land while providing access to the homes, ranches and National Forest land south of the community of Pleasant Valley.

Gila County Public Works received a grant of easement for portions of Forest Road 54A Lower Cherry Creek Road for the purpose of establishing these sections as a primitive road.

In April of this year, Gila County Public Works and the Tonto National Forest added Forest Road 54A to Schedule "A" of maintained roads.

# **Evaluation**

The petition and grant of easement for portions of Forest Road 54A Lower Cherry Creek Road meet the requirements of Public Works Policy #ENG03-03 "Guidelines to Primitive Roads.

# Conclusion

Acceptance of this primitive road easement will allow Gila County to provide maintenance to Forest Road 54A Lower Cherry Creek Road as described in the "Guidelines to Primitive Roads.

# Recommendation

It is the recommendation of the Public Works Division Director that the Board of Supervisors adopt Resolution No. 17-08-06 accepting the grant of primitive road easement for Forest Road 54A Lower Cherry Creek Road.

# Suggested Motion

Information/Discussion/Action to adopt Resolution No. 17-08-06 accepting the grant of a primitive road easement from Chapman Ranch Limited Partnership for portions of Forest Road 54A Lower Cherry Creek Road and authorizing the Chairman to sign all related documents. (Steve Sanders)

#### Attachments

FR 54A Lower Cherry Creek Road
Resolution 17-08-06
Exhibit A Map
Young 1961 Map

Recording Requested by: Gila County
When recorded, deliver to <b>Engineering Department</b>

#### PRIMITIVE ROAD EASEMENT

This indenture, made this	day of	2017, between	Chapman Ranch
Limited Partnership, the undersi	igned Grantors and Gila Co	ounty, a body politic,	the undersigned
Grantee;		_	

#### WITNESSETH:

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

See Exhibit "A" attached hereto and by this reference made a part hereof Said Easement is for Public Ingress/Egress Exempt from Affidavit of Property Value per A.R.S. §11-1134(A) (2)

If at any time this easement is abandoned by Grantee, the rights granted herein shall cease and terminate and the land traversed by or included in the easement so abandoned shall revert to the then owner of the above described property and be free of said easement as fully and completely as if this indenture had not been made.

IN WITNESS WHERE the Grantor has caused this indenture to be signed on the day and year first written above written.

Grantdr:

Chapman Ranch Limited Partnership

GRANTEE: Gila County, a body Politic	ATTEST:
Tommie C. Martin, Chairman Clerk	Marian Sheppard, Chief Deputy
Approved as to Form:	
Jefferson R. Dalton Deputy Gila County Attorney Civil Bureau Chief	

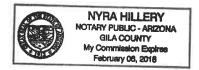
STATE OF ARIZONA)	
COUNTY OF G	S
and .	

#### ACKNOWLEDGMENT

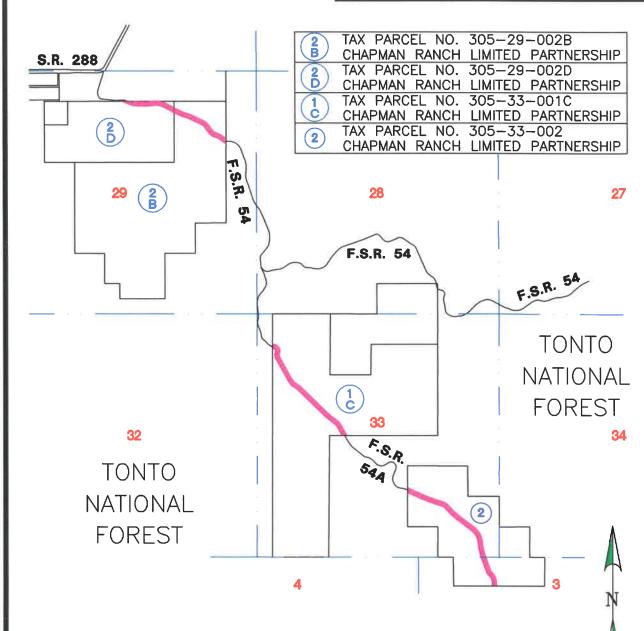
WITNESS my hand and official seal.

My Commission Expires: 2/6/3

Notary Public



# **EXHIBIT "A"**



FOREST SERVICE ROAD 54A - A FIFTY FOOT WIDE GILA COUNTY PRIMITIVE ROAD PER GILA COUNTY DIVISION OF PUBLIC WORKS POLICY NUMBER ENG 03-03 ADOPTED BY THE GILA COUNTY BOARD OF SUPERVISORS ON OCTOBER 7, 2003 REVISED MAY 23, 2017

# Gila County Public Works

STEVE SANDERS, DIRECTOR

745 N. Rose Mofford Way Globe, AZ 85501 (928) 402-8899 FAX (928) 425-8104 FOREST SERVICE ROAD 54A
(S. BUCK MCKINNEY ROAD)
(LOWER CHERRY CREEK)
PRIMITIVE ROAD



NOT TO SCALE

When recorded please send to: Marian Sheppard Clerk of the Board



#### **RESOLUTION NO. 17-08-06**

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ACCEPTING PORTIONS OF FOREST ROAD 54A LOWER CHERRY CREEK ROAD TO BE ESTABLISHED AS A PRIMITIVE ROAD, AND AUTHORIZING ITS CHAIRMAN TO EXECUTE APPROPRIATE DOCUMENTS ON BEHALF OF GILA COUNTY.

**WHEREAS**, Chapman Ranch Limited Partnership has agreed to grant Gila County a primitive road easement, fifty feet in width for portions of Forest Road 54A Lower Cherry Creek Road; and

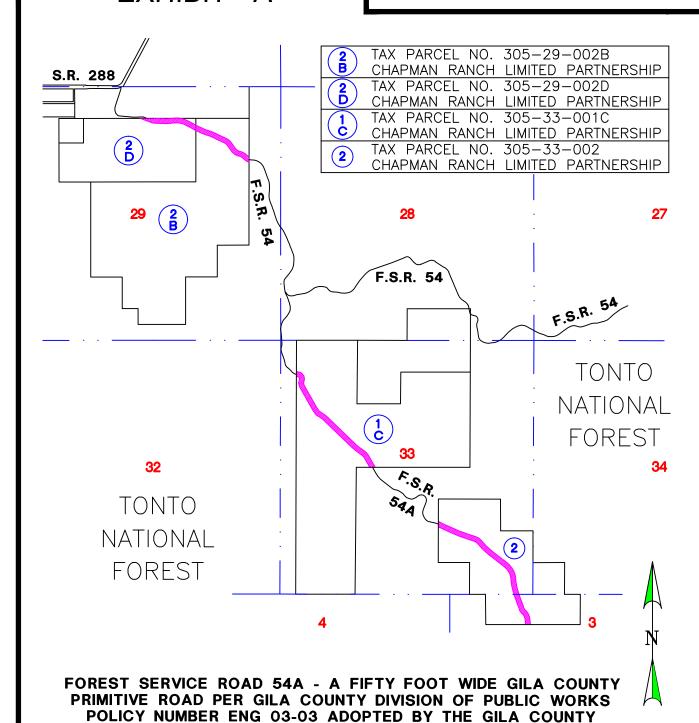
**WHEREAS**, the Board of Supervisors finds that the public interest will be served by the acceptance of the primitive road easement for portions of Forest Road 54A Lower Cherry Creek Road per Gila County Public Works Policy #ENG03-03 "Guidelines to Primitive Roads;"

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of Supervisors hereby accepts the grant of primitive road easement from Chapman Ranch Limited Partnership for portions of Forest Road 54A Lower Cherry Creek Road upon the terms and conditions set forth in Gila County Public Works Policy #ENG03-03 and authorizes its Chairman to execute the appropriate documents on behalf of Gila County.

**PASSED and ADOPTED** this 21<sup>st</sup> day of August 2017.

Attest:	GILA COUNTY BOARD OF SUPERVISORS
Marian Sheppard, Clerk	Tommie C. Martin, Chairman
Approved as to form:	
Jefferson R. Dalton Deputy Gila County Attorney	
Civil Bureau Chief	

# **EXHIBIT "A"**



BOARD OF SUPERVISORS ON OCTOBER 7, 2003 REVISED MAY 23, 2017

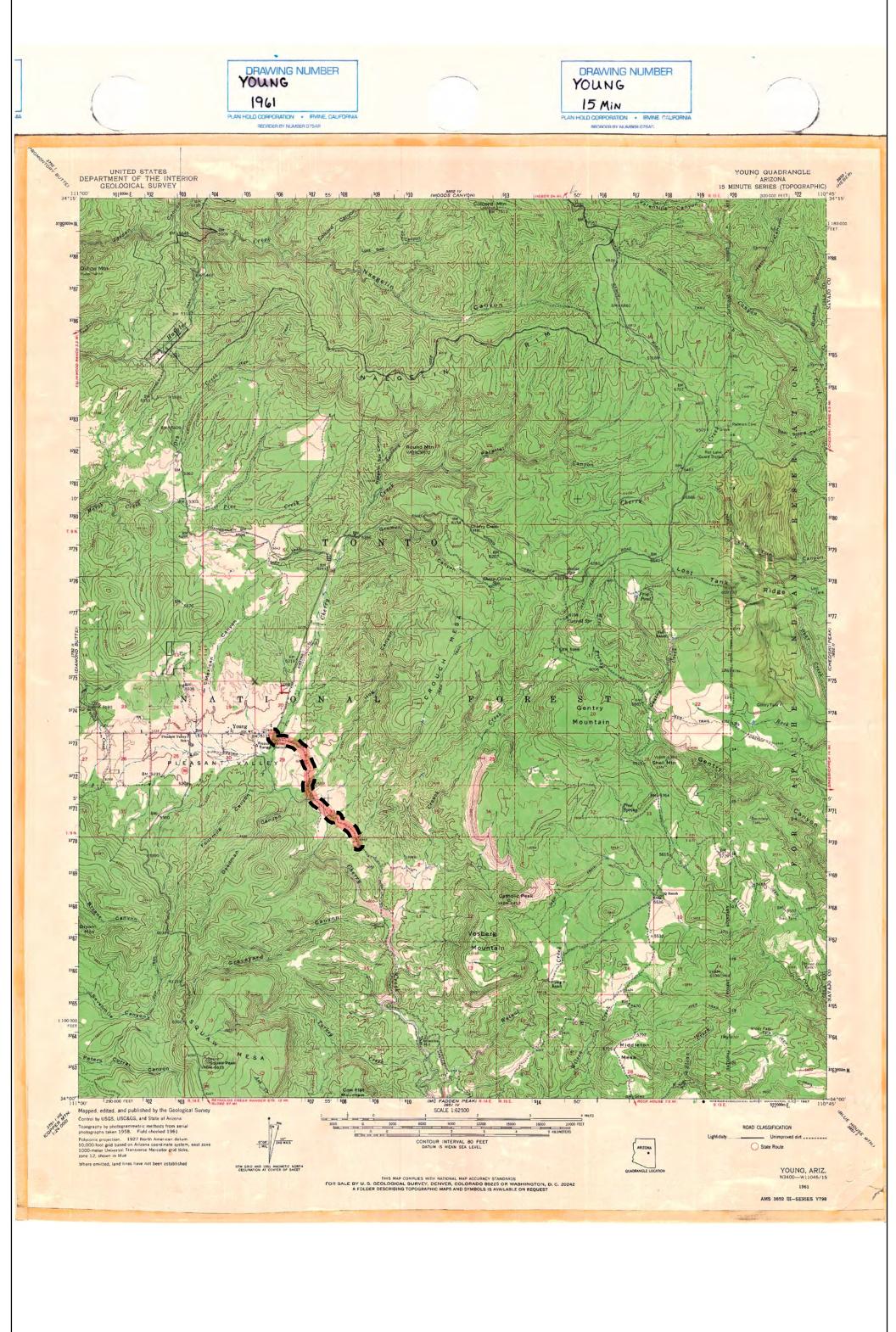
# Gila County Public Works

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(S. BUCK MCKINNEY ROAD)
(LOWER CHERRY CREEK)
PRIMITIVE ROAD



NOT TO SCALE



#### **ARF-4495**

## Regular Agenda Item 4. G.

## **Regular BOS Meeting**

Meeting Date: 08/21/2017

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

<u>Department:</u> Finance

Fiscal Year: 2017-2018 Budgeted?: Yes

Contract Dates 60 days from Notice to Grant?:

Begin & End: Proceed

Matching No Fund?: Renewal

Requirement?:

## Information

## Request/Subject

Award Contract No. 052217-Toya Vista Road Improvement Project

## **Background Information**

At the June 20, 2017, Board of Supervisors' Regular Meeting, the Board approved a request to advertise for bids for the Toya Vista Road Improvement Project.

The proposed work is located in the northern part of Gila County, within the subdivision known as Mesa Del Caballo, which is approximately 2 miles north of the Town of Payson. The work for this improvement project will be performed on Toya Vista Road. The work consists of the removal of the existing pavement surface and base material and the installation of a new asphaltic concrete pavement and aggregate base course.

The streets within the subdivision are maintained by Gila County. When the roads in the subdivision were originally paved, a cold mix asphalt was used. The section of Toya Vista Road that is being proposed for improvements is experiencing continual degradation of the existing asphalt surface. The road has developed numerous potholes of which County road maintenance crews have had to repair.

Invitation for Bids (IFB) No. 052217 - Toya Vista Road Improvement Project was advertised in the Arizona Silver Belt on June 28, 2017, and July 5, 2017, with a bid due date of July 13, 2017.

## **Evaluation**

Removal of the existing cold mix asphalt and base material and replacing it with a new hot mix asphalt surface and base material will reduce future maintenance costs and provide the users of this roadway an improved driving surface for several years to come.

IFB No. 052217 was emailed out to forty-four contractors, two construction publications (see attached Plan Holder List) and posted on the County website. Four bids were received. Per the Time of Completion provision in the IFB, work shall be completed within 60 calendar days from the commencement date on the Notice to Proceed. Bid responses were opened, and evaluated in accordance with A.R.S. 41-2533, Competitive Sealed Bidding.

## Conclusion

It is in the best interest of Gila County to proceed with the proposed roadway improvements at this time. If the work is not done soon, it will cause County road maintenance crews to continue on with spot repairs, expending time and resources on interim measures which do not address the necessary reconstruction of the pavement section in this area.

## Recommendation

It is the recommendation of the Public Works Division Director and Finance Department Director that the Board of Supervisors award a contract to Mangum Civil Constructors, Inc. for a bid amount of \$181,500.58 in response to IFB No. 052217-Toya Vista Road Improvement Project. Mangum Civil Constructors, Inc. was the low bidder on IFB No. 052217.

## Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 052217-Toya Vista Road Improvement Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid.

(James Menlove/Steve Sanders)

## Attachments

IFB 052217
Plan Holder List
Addendum 1
As Read Bid Results

Contract No. 052217 with Mangum Civil Constructors, Inc.

EW Park Enterprises LLC

Intermountain West Constructors, Inc.-Sealed Bid

Roy Haught Excavating

Approved as to Form

# GILA COUNTY REQUEST FOR INVITATION FOR BIDS

## **TOYA VISTA ROAD IMPROVEMENT PROJECT**

## **BID CALL 052217**

# BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



\*BOARD OF SUPERVISORS\*

Tommie C. Martin, Chairman

Timothy Humphrey, Vice Chairman

Woody Cline, Member

\*COUNTY MANAGER\*
John Nelson.

\*PUBLIC WORKS DIRECTOR\*
Steve Sanders



# INVITATION FOR BIDS BID CALL NO. 052217

Sealed bids will be received by Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501, until 4:00 P.M. (AZ Time), Thursday July 13, 2017 for the Toya Vista Road Improvement Project Bid No. 052217, GILA COUNTY, ARIZONA, in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.

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

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

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "TOYA VISTA ROAD IMPROVEMENT PROJECT, ARIZONA BID CALL NO. 052217". All Bids shall be mailed or delivered to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501. Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

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

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

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

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

Dates advertised in the Arizona Silver Belt: June 28, 2017 and July 05, 2017			
Signed:			
Tommie C. Martin, Chairman of	the Board of Supervisors		
Signed:	Date:/		
• •	County Attorney, Civil Bureau Chief		
for Bradley D. Beauchamp, Cou	inty Attorney		

#### NOTIFICATION TO BIDDERS

#### **BIDDERS ARE HEREBY NOTIFIED:**

- 1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. No forms shall be detached from the bid packet. The proposal must include the entire bid packet, in triplicate, and the following forms, all with original signatures, must accompany the bidders proposal:
  - Bid Proposal (pages 62 to 64)
  - Bid Schedule (pages 65 to 66)
  - Surety (Bid) Bond (page 67)
  - Qualification & Certification Form (pages 68 to 69)
  - Reference List (pages 70)
  - Affidavit of Non-Collusion (page 71)
  - Subcontracting Certification (page 72)
  - Check List & Addenda Acknowledgment (page 73)
  - Contract (pages 74-80)
  - Contract Performance Bond (page 81)
  - Labor and Materials Bond (page 82)
  - Contract Performance Warranty (page 83)
  - IRS W-9 Form (W-9)

Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.

- 2. **Proposal Guaranty** -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
- 3. <u>Delivery of Proposal</u> Each bid shall be sealed and plainly marked "Bid No. 052217 "Toya Vista 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, July 13,
  2017, 4:00 P.M. on the date specified herein, to the Gila County Procurement
  Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe,
  Arizona 85501. No bids will be accepted after 4:00 P.M. AZ Time, Monday, July 13,
  2017. Bids will be opened at 4:00 P.M., Thursday, July 13, 2017.
- 4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.

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

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

- 6. <u>Arizona Contractor's License</u> 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. <u>Bid Opening Information</u> "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 <a href="mailto:bhurst@gilacountyaz.gov">bhurst@gilacountyaz.gov</a> in writing (phone: 928-402-4355, fax: 928-402-4386) submitted no later than 4:00 P.M., AZ time, on Friday, July 07, 2017. A response will be issued to all plan holders no later than 4:00 P.M., AZ time, on Tuesday, July 11, 2017.

## **TABLE OF CONTENTS**

<b>SPECIAL PROVIS</b>	IONS
-----------------------	------

SPECIFICA <sup>-</sup>	TIONS	8
GENERAL I	REQUIREMENTS	8-9
SECTION 1	01 DEFINITIONS AND TERMS	9-13
101-02	DEFINITIONS	9-13
SECTION 1	02 BIDDING REQUIREMENTS AND CONDITIONS	13
102-04	CONTENTS OF PROPOSAL FORMS	
102-05	ISSUANCE OF PROPOSAL FORMS	
102-06	INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES	
102-07	EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK	
102-08	PREPARATION OF PROPOSAL	
102-10	IRREGULAR PROPOSALS	
102-11	DELIVERY OF PROPOSALS	
102-12	PROPOSAL GUARANTY	16
102-13	WITHDRAWAL OR REVISION OF PROPOSALS	
102-15	PUBLIC OPENING OF PROPOSALS	16
102-GC1	L DISQUALIFICATION OF BIDDERS	
102-GC2	PROTESTS	16
SECTION 1	03 AWARD AND EXECUTION OF CONTRACT	17
103-01	CONSIDERATION OF PROPOSALS	17
103-04	AWARD OF CONTRACT	17
103-05	CANCELLATION OF AWARD	17
103-06	RETURN OF PROPOSAL GUARANTY	17
103-07	REQUIREMENT OF CONTRACT BONDS	18
103-08	EXECUTION OF CONTRACT	18
	APPROVAL OF CONTRACT	
103-09	FAILURE TO EXECUTE CONTRACT	18
SECTION 1	04 SCOPE OF WORK	18
104-01	INTENT OF CONTRACT	18
	A) ALTERATION OF WORK AND QUANTITIES	
•	B) OMITTED ITEMS	
•	C) EXTRA WORK	
•	DISPUTE AND RESOLUTION	
	MAINTENANCE OF TRAFFIC	
	RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK	
	PREVENTION OF AIR AND NOISE POLLUTION	
	PREVENTION OF LANDSCAPE DEFACEMENT; PROTECTION OF STREAMS,	
	OIRS	
	CONTRACTOR'S RESPONSIBILITY FOR WORK	

SECTION 105 CONTROL OF WORK
105-04CONFORMITY WITH PLANS AND SPECIFICATIONS23105-06COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS24105-07COOPERATION OF CONTRACTOR24105-08COOPERATION WITH UTILITY COMPANIES24105-09COOPERATION BETWEEN CONTRACTORS24105-10CONSTRUCTION STAKES, LINES AND GRADES24105-11AUTHORITY AND DUTIES OF INSPECTORS24105-12INSPECTION OF THE WORK25105-13REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK25105-14LOAD RESTRICTIONS25105-15MAINTENANCE DURING CONSTRUCTION25105-16FAILURE TO MAINTAIN THE WORK26
105-06COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS24105-07COOPERATION OF CONTRACTOR24105-08COOPERATION WITH UTILITY COMPANIES24105-09COOPERATION BETWEEN CONTRACTORS24105-10CONSTRUCTION STAKES, LINES AND GRADES24105-11AUTHORITY AND DUTIES OF INSPECTORS24105-12INSPECTION OF THE WORK25105-13REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK25105-14LOAD RESTRICTIONS25105-15MAINTENANCE DURING CONSTRUCTION25105-16FAILURE TO MAINTAIN THE WORK26
105-07COOPERATION OF CONTRACTOR24105-08COOPERATION WITH UTILITY COMPANIES24105-09COOPERATION BETWEEN CONTRACTORS24105-10CONSTRUCTION STAKES, LINES AND GRADES24105-11AUTHORITY AND DUTIES OF INSPECTORS24105-12INSPECTION OF THE WORK25105-13REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK25105-14LOAD RESTRICTIONS25105-15MAINTENANCE DURING CONSTRUCTION25105-16FAILURE TO MAINTAIN THE WORK26
105-07COOPERATION OF CONTRACTOR24105-08COOPERATION WITH UTILITY COMPANIES24105-09COOPERATION BETWEEN CONTRACTORS24105-10CONSTRUCTION STAKES, LINES AND GRADES24105-11AUTHORITY AND DUTIES OF INSPECTORS24105-12INSPECTION OF THE WORK25105-13REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK25105-14LOAD RESTRICTIONS25105-15MAINTENANCE DURING CONSTRUCTION25105-16FAILURE TO MAINTAIN THE WORK26
105-09COOPERATION BETWEEN CONTRACTORS24105-10CONSTRUCTION STAKES, LINES AND GRADES24105-11AUTHORITY AND DUTIES OF INSPECTORS24105-12INSPECTION OF THE WORK25105-13REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK25105-14LOAD RESTRICTIONS25105-15MAINTENANCE DURING CONSTRUCTION25105-16FAILURE TO MAINTAIN THE WORK26
105-10CONSTRUCTION STAKES, LINES AND GRADES24105-11AUTHORITY AND DUTIES OF INSPECTORS24105-12INSPECTION OF THE WORK25105-13REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK25105-14LOAD RESTRICTIONS25105-15MAINTENANCE DURING CONSTRUCTION25105-16FAILURE TO MAINTAIN THE WORK26
105-11AUTHORITY AND DUTIES OF INSPECTORS24105-12INSPECTION OF THE WORK25105-13REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK25105-14LOAD RESTRICTIONS25105-15MAINTENANCE DURING CONSTRUCTION25105-16FAILURE TO MAINTAIN THE WORK26
105-12INSPECTION OF THE WORK25105-13REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK25105-14LOAD RESTRICTIONS25105-15MAINTENANCE DURING CONSTRUCTION25105-16FAILURE TO MAINTAIN THE WORK26
105-13REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK25105-14LOAD RESTRICTIONS25105-15MAINTENANCE DURING CONSTRUCTION25105-16FAILURE TO MAINTAIN THE WORK26
105-14LOAD RESTRICTIONS25105-15MAINTENANCE DURING CONSTRUCTION25105-16FAILURE TO MAINTAIN THE WORK26
105-14LOAD RESTRICTIONS25105-15MAINTENANCE DURING CONSTRUCTION25105-16FAILURE TO MAINTAIN THE WORK26
105-15 MAINTENANCE DURING CONSTRUCTION
105-16 FAILURE TO MAINTAIN THE WORK26
TUJ-TO OFFINING SECTIONS OF THE WORN TO TRAFFIC
105-20 ACCEPTANCE
105-20(A) PARTIAL ACCEPTANCE27
105-20(B) FINAL ACCEPTANCE
105-GC1 CONSTRUCTION SCHEDULE
105-GC2 NEGOTIATIONS
105-21 CLAIMS FOR ADJUSTMENT AND DISPUTES
SECTION 106 CONTROL OF MATERIAL29-31
SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC
107-01 LAWS TO BE OBSERVED
107-02 PERMITS, LICENSES, AND TAXES
107-03 PATENTED DEVICES, MATERIALS, AND PROCESSES
107-07 SANITARY, HEALTH, AND SAFETY PROVISIONS
107-08 PUBLIC CONVENIENCE AND SAFETY
107-09 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS
107-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE
107-13 RESPONSIBILITY FOR DAMAGE CLAIMS34
107-14 CONTRACTORS INSURANCE
107-GC1 THIRD PARTY BENEFICIARY CLAUSE35
107-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES35-41
107-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS
107-17 NO WAIVER OF LEGAL RIGHTS42
107-17 NO WAIVER OF LEGAL RIGHTS
SECTION 108 PROSECUTION AND PROGRESS
SECTION 108 PROSECUTION AND PROGRESS
SECTION 108 PROSECUTION AND PROGRESS 42  108-01 SUBLETTING OF CONTRACT 42  108-02 NOTICE TO PROCEED 43
SECTION 108 PROSECUTION AND PROGRESS
SECTION 108 PROSECUTION AND PROGRESS 42  108-01 SUBLETTING OF CONTRACT 42  108-02 NOTICE TO PROCEED 43

108-GC1	TEMPORARY SUSPENSION OF THE WORK	_
108-08	DETERMINATION AND EXTENSION OF CONTRACT TIME	45-46
108-09	FAILURE TO COMPLETE ON TIME	47
108-10	DEFAULT AND TERMINATION OF CONTRACT	47
108-GC2	TERMINATION OF CONTRACT FOR NATIONAL EMERGENCIES.	48
SECTION 10	9 MEASUREMENT AND PAYMENT	49
109-01	MEASUREMENT OF QUANTITIES	
109-02	SCOPE OF PAYMENT	
109-02	COMPENSATION FOR ALTERED QUANTITIES	
109-03	PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK	
109-05	PAYMENT FOR OMITTED ITEMS	
109-09	ACCEPTANCE AND FINAL PAYMENT	52
	01 CLEARING AND RUBBING	
SECTION 20		
SECTION 20		
SECTION 20		
SECTION 30	3 AGGREGATE SUBBASES AND AGGREGATE BASES	54
SECTION 34	•	
<b>SECTION 40</b>	3 ASPHALTIC CONCRETE HOTPLANT REQUIREMENTS	54
<b>SECTION 40</b>	04 BITUMINOUS TREATMENTS	55
<b>SECTION 40</b>	99 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL)	56-58
SECTION 70	01 MAINTENANCE AND PROTECTION OF TRAFFIC	59
SECTION 83	LO EROSION CONTROL AND POLLUTION PREVENTION	59
SECTION 90	01 MOBILIZATION	60
SECTION 92	21 REPAIR PIPE ENDS	62
SECTION 92		
SECTION 92		
SECTION 92		
	005 BITUMINOUS MATERIALS	
CONTRACT	FORMS_	
PROPOSA		Pages 64-67
	SCHEDULE	•
	BID) BOND	<del>-</del>
	ATION AND CERTIFICATION	_
	CE LIST	
	T OF NON-COLLUSION	_
	RACTOR CERTIFICATION	_
	T AND ADDENDA ACKNOWLEDGMENT	
	T AND ADDENDA ACKNOWLEDGIVIENT	
	T PERFORMANCE BOND	
	ND MATERIALS BOND	_
IRS W-9 F	T PERFORMANCE WARRANTY	Page 86
	A – REFERENCED MAG STANDARD DETAILS AND SPECIFICATION	NS
	B – PROJECT PLANS	· <del>· ·</del>

# SPECIAL PROVISIONS FOR

## MESA DEL CABALLO SUBDIVISION (TOYA VISTA ROAD) IMPROVEMENT PROJECT

The proposed work is located in the northern part of Gila County, within the subdivision known as Mesa Del Caballo, which is approximately 2 miles north of the Town of Payson. The work for this improvement project will be performed on Toya Vista Road. The work consists of the removal of the existing pavement surface and base material, the installation of new asphaltic concrete pavement and aggregate base material and other incidental work as shown on the project plans 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, 2015 Edition.

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

Wherever reference in the above cited Standard Specifications is made to MAG or ADOT it shall refer to Owner as defined in Section 101-02 herein 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 **sixty (60)** 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

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

<u>ADVERTISEMENT.</u> 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.

<u>CERTIFIED FLAGGER.</u> 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.

<u>CONSTRUCTION LIMITS.</u> 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.

<u>CONTRACTOR.</u> 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.

<u>CONTRACTOR'S ENGINEER.</u> 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.

<u>**DEPARTMENT.**</u> 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.

<u>INTENTION OF TERMS.</u> 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.

<u>MAJOR AND MINOR CONTRACT ITEMS.</u> 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.

<u>MUTCD.</u> 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".

<u>OWNER'S ENGINEER.</u> 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.

**<u>PERFORMANCE BOND.</u>** 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.

<u>PLANS.</u> 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.

<u>PROPOSAL (BID, BID PROPOSAL).</u> 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.

<u>SPECIFICATIONS.</u> 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.

<u>WORK.</u> 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.

<u>OVERTIME HOURS.</u> 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.

<u>OWNER'S INSPECTOR'S OVERTIME PAY.</u> 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 (3<sup>rd</sup>) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III

Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contact time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

#### **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.

<u>Contractor Safety Tailgate Meetings</u>: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

<u>Accident/Injury Procedure:</u> 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.

<u>Unsafe Acts:</u> 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.

<u>Safety Audits:</u> 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.
- (I) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

#### (3) Sewage Discharge Prevention Plan Approval:

The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit comments from the owner/operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107-15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

#### (D) Service Connections:

#### (1) General:

In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

#### (2) Unidentified Water and Sewer Connections:

The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

#### (E) Repairing Damaged Lines:

When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in Subsection 107-15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner/operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

#### (F) Sewage Discharge Damage Assessments:

The Department will assess liquidated damages in accordance with the Table 1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 for late completion of the project.

Liquidated damages assessed by the Department will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

Table 1						
Liquidated Damages						
(each 24 hour period, or portion thereof)						
Volume of Discharge	Raw Sewage or Industrial	Treated				
	Wastewater	Effluent				
Less than 10,000	\$5,000.00	\$1,000.00				
gallons						
10,000-99,999	\$10,000.00	\$2,000.00				
gallons						
100,000-1 million	\$25,000.00	\$3,000.00				
gallons						
Greater than 1	\$40,000.00	\$5,000.00				
million gallons						

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) <u>Labor</u>. 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) <u>Insurance and Taxes</u>. 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) <u>Materials</u>. 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) <u>Equipment</u>. 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) <u>Miscellaneous</u>. 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) <u>Comparison of Records</u>. 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) <u>Statements</u>. 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 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 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 422, 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	Approximate Tack Coat Application Rates: Gallons / Square Yard		Payment	
Bituminous Material	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	Factor	
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.

A thickened asphalt edge will be required throughout the project and where new pavement matches existing pavement and shall be constructed per MAG Standard Detail 201, Type A (**See Appendix A**). The cost of constructing each thickened asphalt edge shall be considered included in the cost of Bidding Item No. 409.

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

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

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

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

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

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

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

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

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

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

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

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) 
$$x \left[ \frac{(CP) x T}{100} \right]$$

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 701 MAINTENANCE AND PROTECTION OF TRAFFIC:**

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

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

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

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

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

#### SECTION 810 EROSION CONTROL AND POLLUTION PREVENTION:

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

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

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

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

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

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					
<b>Contract Amount:</b>	ontract Amount:  % Of Basis Of Payment				
\$	Contract				
		25% of the lump sum price for			
0 - 5,000,000	12% *	mobilization or 3% of the original			
		contract amount, whichever is less.			
		25% of the lump sum price for			
5,000,000 +	10% *	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 921 REPAIR PIPE ENDS**

**921-1 Description:** The work under this section shall consist of repairing the damaged ends of the pipe culverts shown on the project plans to be repaired. Repairing shall involve the reestablishing of the opening of the pipe by methods approved by the Engineer.

#### 921-2 Blank

#### 921-3 Blank

- **921-4 Method of Measurement:** Repair pipe ends will be measured as a unit for each culvert end repaired.
- **921-5 Basis of Payment:** Payment for repair pipe ends, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for furnishing all

labor, materials and equipment, and performing all operations in connection with the repairing of the damaged ends of the pipe culverts shown on the project plans to be repaired.

#### SECTION 923 PLACEMENT OF PORTLAND CEMENT

- **923-1 Description:** The work under this section shall consist of furnishing and applying Portland cement onto the finished subgrade surface just prior to the placement of the aggregate base course at the locations directed by the Engineer.
- **923-2** Materials: Portland cement shall conform to the requirements of ASTM C 150 for Type II, III, or V.
- **923-3 Application:** Portland cement shall be spread evenly onto the subgrade surface just prior to the placement of the aggregate base course at a rate of approximately 1 pound per square foot.

Care should be taken not to allow the cement powder to drift beyond the limits of placement.

- **923-4 Method of Measurement:** Placement of Portland cement will be measured by the square foot of ground surface treated.
- **923-5 Basis of Payment:** Payment for Placement of Portland cement, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for furnishing all labor, materials and equipment, and performing all operations in connection with the placement of Portland cement, complete in place.

#### 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.



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

### **CONTRACT FORMS**

Proposal	P-1 to P-3
<b>Bidding Schedule</b>	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
<b>Contract Performance Bond</b>	CPB-1
Labor and Materials Bond	LMB-1
<b>Contract Performance Warranty</b>	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. 052217 Toya Vista 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.

#### Proposal continued...

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

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

if by a Corporation:		
(SEAL)		
Corporate Name:		
Corporate Address:		
Incorporated under the laws of the State of :		
By (Signature):	Date:	
President:		
Secretary:		
Treasurer:		

#### **Invitation for Bids No. 052217**

<u>Proposal continued</u>		
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)**

### TOYA VISTA 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 CO	ONTRACT PRICE	
		Dollars
and	Cents.	

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

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

#### **BIDDING SCHEDULE**

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L.SUM	1		
202	Removal of Structures and Obstructions	L.SUM	1		
203	Grader Ditch	L.FT	1,047		
205	Grading Roadway for Pavement	SQ.YD.	4,000		
303	Aggregate Base, Class 2	CU.YD.	617		
345	Adjust Utility Frames, Covers & Valve Boxes	EACH	4		
409	Asphaltic Concrete (Misc. Structural)	Ton	645		
701	Maintenance and Protection of Traffic	L.SUM	1		
810	Erosion Control and Pollution Prevention	L.SUM	1		
901	Mobilization	L.SUM	1		
921	Repair Pipe Ends	EACH	13		
923	Placement of Portland Cement	SQ.FT.	11,280		
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	\$18,000.00	\$18,000.00
925	Construction Surveying and 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 undersign	ned,
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 issued by the Director of the Department of Insurance, are hereinafter called the Obligee, in the sum of ten percent (1 County for the work described below, for the payment of w and the said Surety bind ourselves, our heirs, executors, severally, firmly by these presents.	e held and firmly bound unto Gila County as Obligee, 0%) of the amount bid, submitted by Principal to Gila hich sum well and truly to be made, the said Principal
WHEREAS, the Principal is herewith submitting its proposal f	or:
BID NO. 052217, TOYA VISTA ROA	AD IMPROVEMENT PROJECT,
NOW THEREFORE, if the Obligee, acting by and through it Principal and the Principal shall enter into contract with the of and give such bonds and certificates of insurance as may be sufficient surety for the faithful performance of such contract furnished in the prosecution thereof, or in the event of the give such bonds and certificates of insurance, if the Principal the penalty of the bond between the amount specified in Obligee may in good faith contract with another party to obligation is void. Otherwise, it remains in full force and pursuant to the provisions of ARS '34-201, and all liabilities the provisions of the section to the extent as if it were copied IN WITNESS WHEREOF, we hereunto set our hands and seals	Obligee in accordance with the terms of such proposal, be specified in the contract documents with good and act and for the prompt payment of labor and material failure of the Principal to enter into such contract and il shall pay to the Obligee the difference not to exceed the proposal and such larger amount for which the perform the work covered by the proposal then this effect provided, however, that this bond is executed on this bond shall be determined in accordance with d at length herein.
Principal	Surety
Ву	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 052217-TOYA VISTA 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?
	YesNo. 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?YesNo. 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)?YesNo. 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.

5.	Contractor Experience Modifier (e-mod) Rating in Arizona:
	A method the National Council on Compensation Insurance (NCCI) uses to measure
	business' computed loss ratio and determine a factor, which when multiplied b
	premium, can reward policyholders with lower losses. E-mod rate may be
	determining factor in bid award.
7.	Current Arizona Contractor License Number:
	Since the standard Recognition
	Signature of Authorized Representative
	Printed Name
	rilliteu Naille
	Title

## GILA COUNTY <u>REFERENCE LIST</u> (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

 Notary Public	My Commission expires:
Subscribed and sworn to before me this	day of, 20,
	Title
	By
	Name of Business
	reement, participated in any collusion or otherwise taken dding in connection with the above mentioned project.
(Name o	of Business)
That neither he nor anyone associate	ed with the said
That pursuant to Section 112 (C) of Ti	itle 23 USC, he certifies as follows:
That he is properly prequalified by Gila Co IMPROVEMENT PROJECT and,	ounty for bidding on BID NO. 052217, TOYA VISTA ROAL
(Name	of Business)
	Title)
That he is	
(Name of Individual) being first duly sworn, deposes and says:	
COUNTY OF: )	
STATE OF ARIZONA ) )ss	

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

At the time of the submission of **Invitation for Bid No. 052217**, 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	Ш	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 DO				MPLETED AND	
Proposal					
Bidding Sche	dule				<del></del>
Surety (Bid) I	Bond				<del></del>
Qualification	& Certification	on Form			
Reference Lis	st				
Affidavit of N	Ion-Collusion				
Subcontracto	or Certificatio	n			
Contract					<del></del>
Bidders Chec	klist & Adder	nda Acknowled	dgment		
				#4	#5
KNOWLEDGMI	ENT OF RECE	PT OF ADDEN	DA:		
KNOWLEDGMI Initials and Date	#1 	#2 	<u>DA:</u> #3 	#4	#5 
KNOWLEDGMI Initials and Date	#1 	#2 	<u>DA:</u> #3 		#5 
KNOWLEDGMI Initials and Date	#1 	#2 	<u>DA:</u> #3 	#4	#5 
KNOWLEDGMI Initials and Date	#1 	#2 #2 day	<u>DA:</u> #3 	#4	#5 
KNOWLEDGMI Initials and Date	#1 	#2 #2 day	#3 #3 of	#4	#5 

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: Toya Vista Road Improvement Project, Bid No. 052217. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, July 17, 2017.

## GILA COUNTY CONTRACT NO. 052217 (C-1 TO C-7)

<b>THIS AGREEMENT</b> , made and entered i	into this day of
2017, by and between Gila County, a political s	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 <b>CONTRACTOR</b> .	

**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. 052217**-<u>Toya Vista Road Improvement Project</u>, 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 052217 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. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> - 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. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 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. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: 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. <u>SUBCONTRACTORS:</u> 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. <u>APPROVAL</u>: 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 **60 Calendar** Days of the commencement date as specified on the Notice To Proceed.

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

#### **WORK ITEM**

#### DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$490.00

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

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

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

**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 <u>\$</u> **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. 052217-TOYA VISTA ROAD IMPROVEMENT PROJECT

OWNER:	CONTRACTOR:
GILA COUNTY BOARD OF SUPERVISORS	
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature
	Print Name
ATTEST:	Witness (If Contractor is Individual)
Marian Sheppard, Clerk of the Board	
APPROVED AS TO FORM:	
	il 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 principal with its office in the city 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 (100% OF 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. 052217-Toya Vista 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 \_\_\_\_\_\_, 2017. Pri**ncipal** Seal Surety Seal By: **Agency of Record** By: **Arizona Countersignature** Agency Address

**Address** 

**Phone Number** 

# STATUTORY LABOR AND MATERIALS BOND (LMB-1) PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

### KNOW ALL MEN BY THESE PRESENTS:

That,						
		, (he	ereinafter cal	led the Princ	ipal), as	Principal,
and						
(hereinafter called Surety), a corporation	on duly organized and exist	ing th	ne laws of the	e State of		
	with	its	principal	office in	the	city of
holdir	ng a certificate of authority					•
the Director of the Department of Insu						
called the Obligee) in the amount of	(100% of Contract Amou	nt)				
	payment whereof, the sai		-	-		s, and their
heirs, administrator, executors, success						
WHEREAS, the Principal has ag						
Toya Vista Road Improvement Project, the same extent as if copied at length h		eterr	ed to and m	ade a part ne	ereor as	rully and to
NOW, THEREFORE, THE COND		N IS S	SUCH that if	the said Prin	icinal sha	all faithfully
perform and fulfill all the undertakings					-	-
original term of said contract and any e			-			_
any guaranty required under the contra	act, and shall also perform	and f	fulfill all the	undertakings	s, covena	ints, terms,
conditions, and agreements of any and					-	
made, notice of which modifications to		waiv	ed; then the	above oblig	ation sh	all be void,
otherwise to remain in full force and eff				C=::.1 0.		
PROVIDED, HOWEVER, that the						
2, of the Arizona Revised Statutes, an provisions of said Title, Chapter and Art						e with the
The prevailing party in a suit						reasonable
attorneys' fees as may be fixed by a jud		rei u	s a part or	the judgmen	Tre Such	reasonable
Witness our hands this	day of			. 2017.		
				_		
Pri <b>ncipal</b>	Seal		<del>.</del>			
Surety	Sea	l	Ву:			
Agency of Record			By:			
Agency of Necora			54.			
Arizona Countersignature			Age	ency Address	;	
Address			<del>-</del>			
Phone Number			-			

## GILA COUNTY <u>CONTRACT PERFORMANCE WARRANTY</u> (CPW-1)

l,	, representing
	(company name)
do hereby warranty the work performed for the	<del>)</del> :
BID NO. 052217-TOYA VISTA ROAD IMPROVEN	MENT PROJECT,
for a period of <b>two (2) years</b> from completion o	f said work.
Said work shall be free from defects which wo manner.	ould cause the work not to perform in its intended
(Officer, Partner, Owner)	Date

## **APPENDIX A**

**REFERENCED** 

MAG

STANDARD DETAILS

**AND** 

**SPECIFICATIONS** 

#### **SECTION 345**

#### ADJUSTING FRAMES, COVERS, VALVE BOXES METER BOXES AND PULL 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 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 ½ -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:

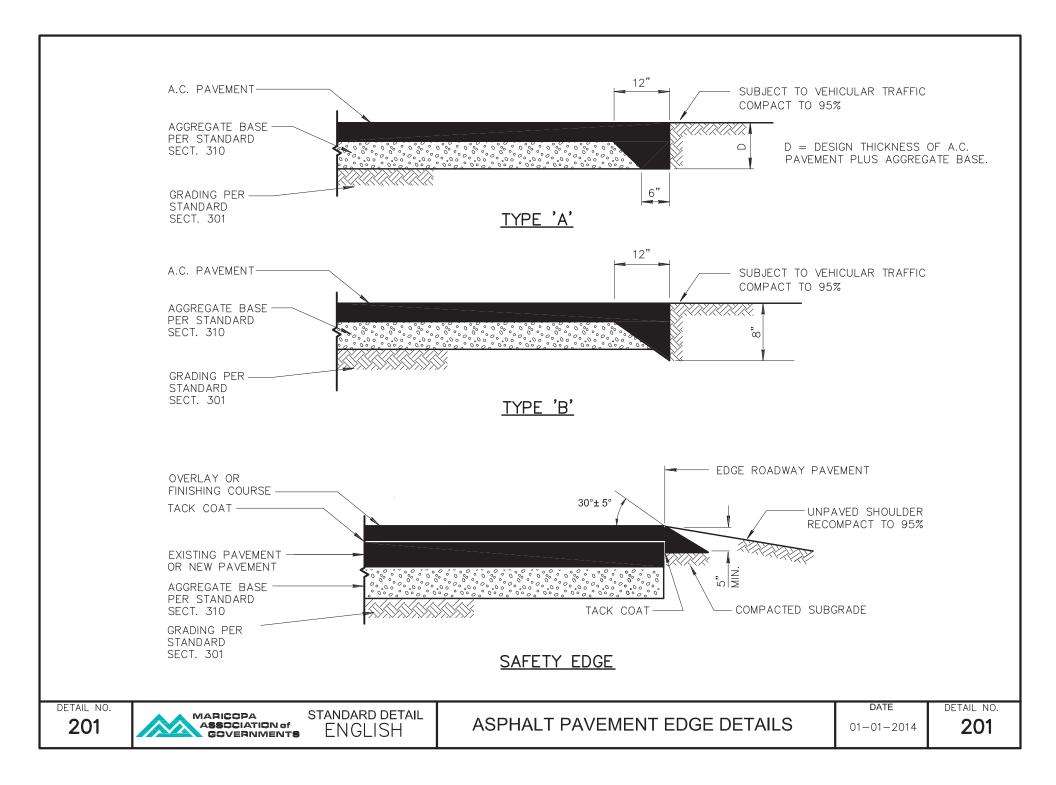
The quantities measured will be the actual number of frames, covers and valve boxes of each type, adjusted and accepted.

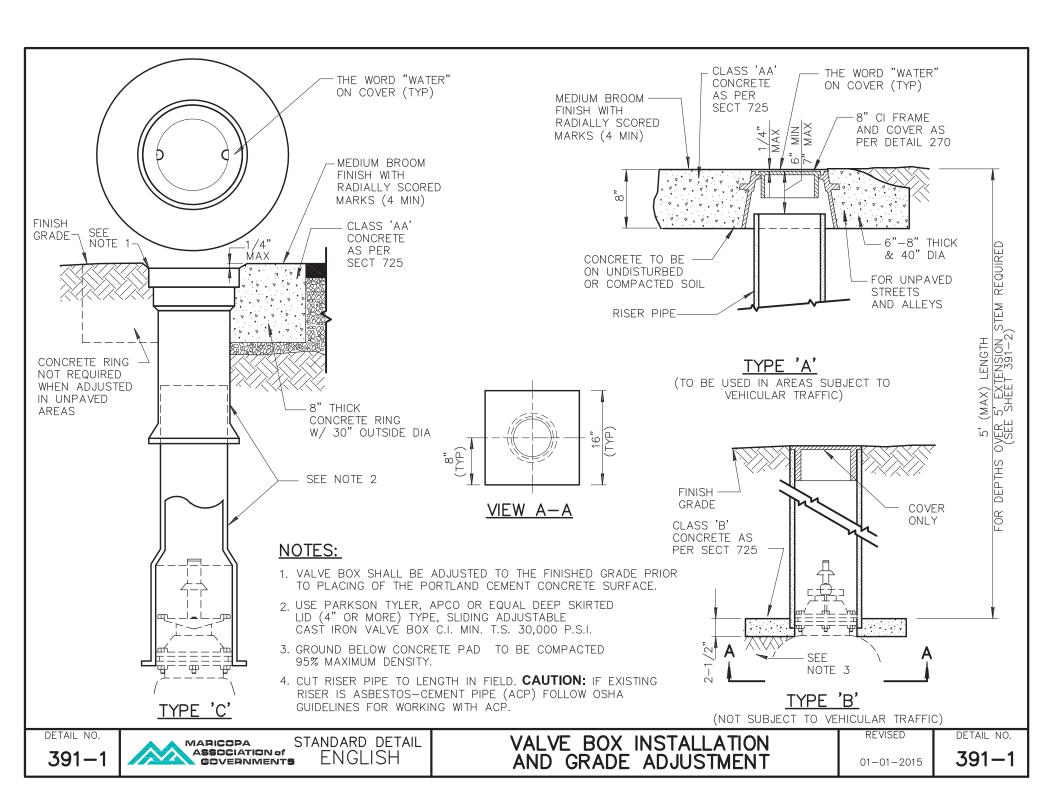
#### **345.7 PAYMENT:**

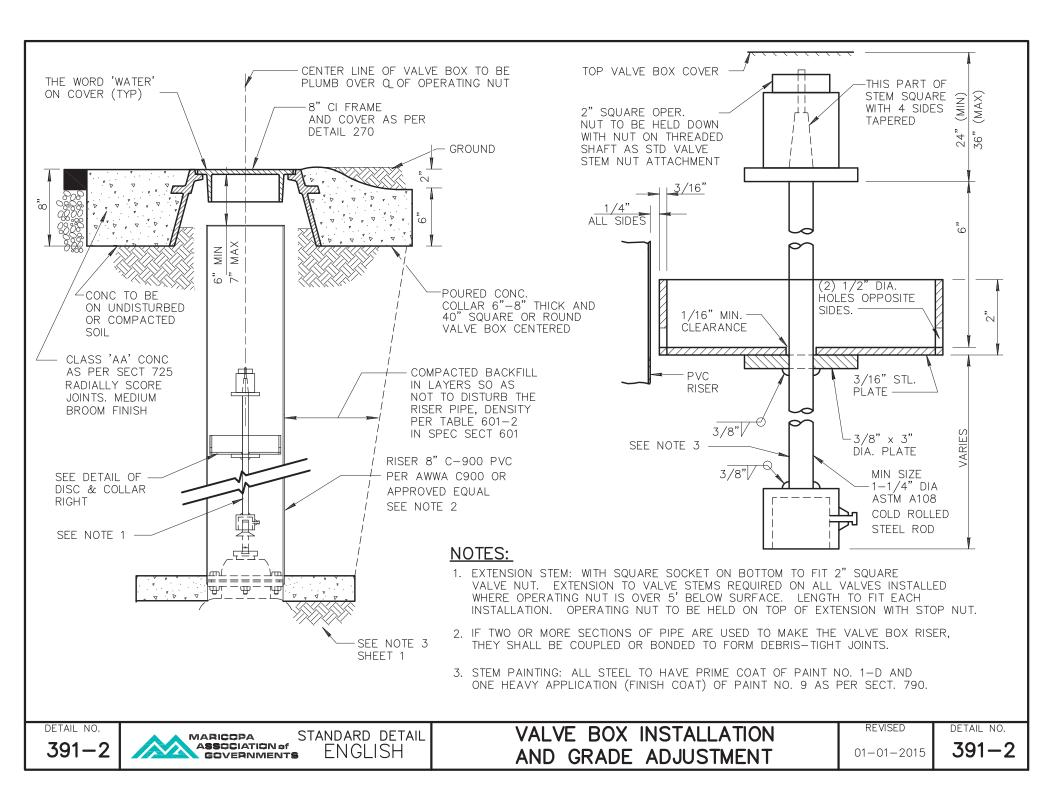
Accepted quantities, will be paid for at the contract unit price. Payment shall be compensation in full for all materials, labor, equipment and incidentals necessary to complete the work.

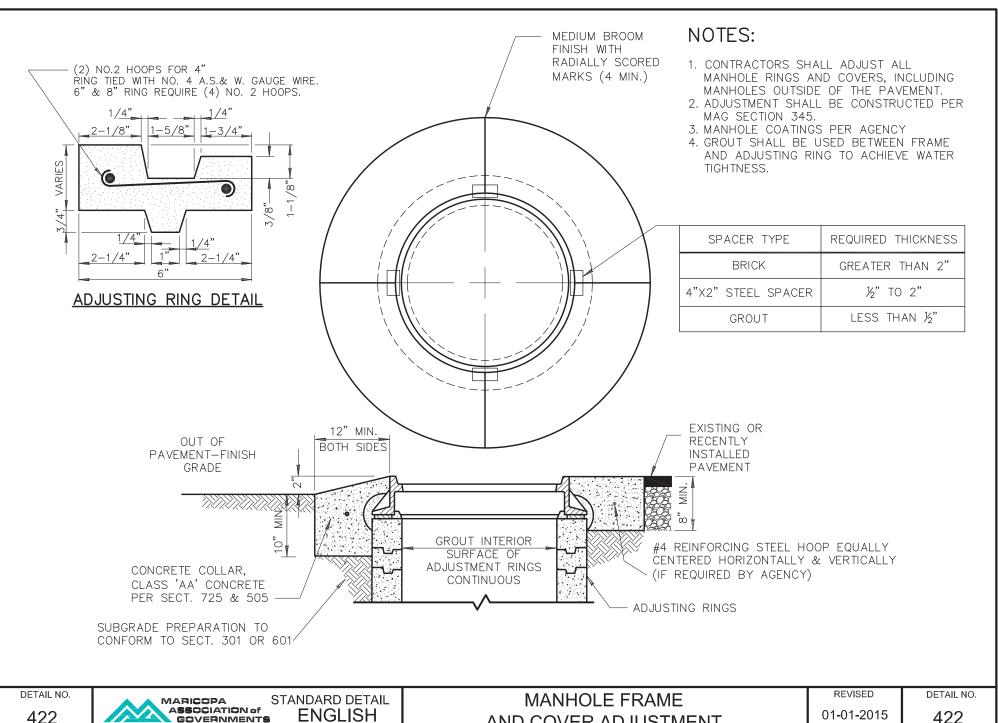
- End of Section -

Revised 2015 345-2









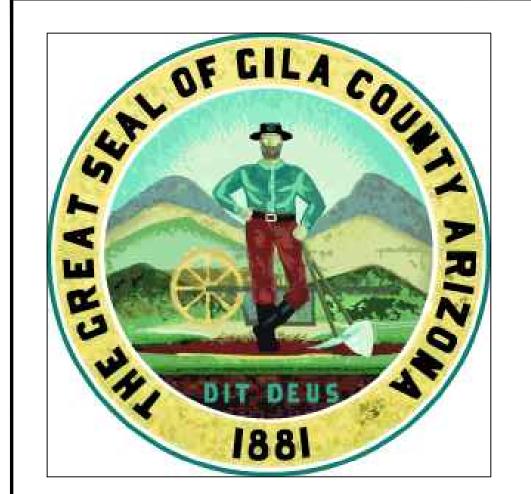
AND COVER ADJUSTMENT

422

COVERNMENTS

## **APPENDIX B**

(PROJECT PLANS)



# IMPROVEMENT PLANS FOR

# MESA DEL CABALLO SUBDIVISION (TOYA VISTA ROAD)

PROJECT SITE

PROJECT LOCATION

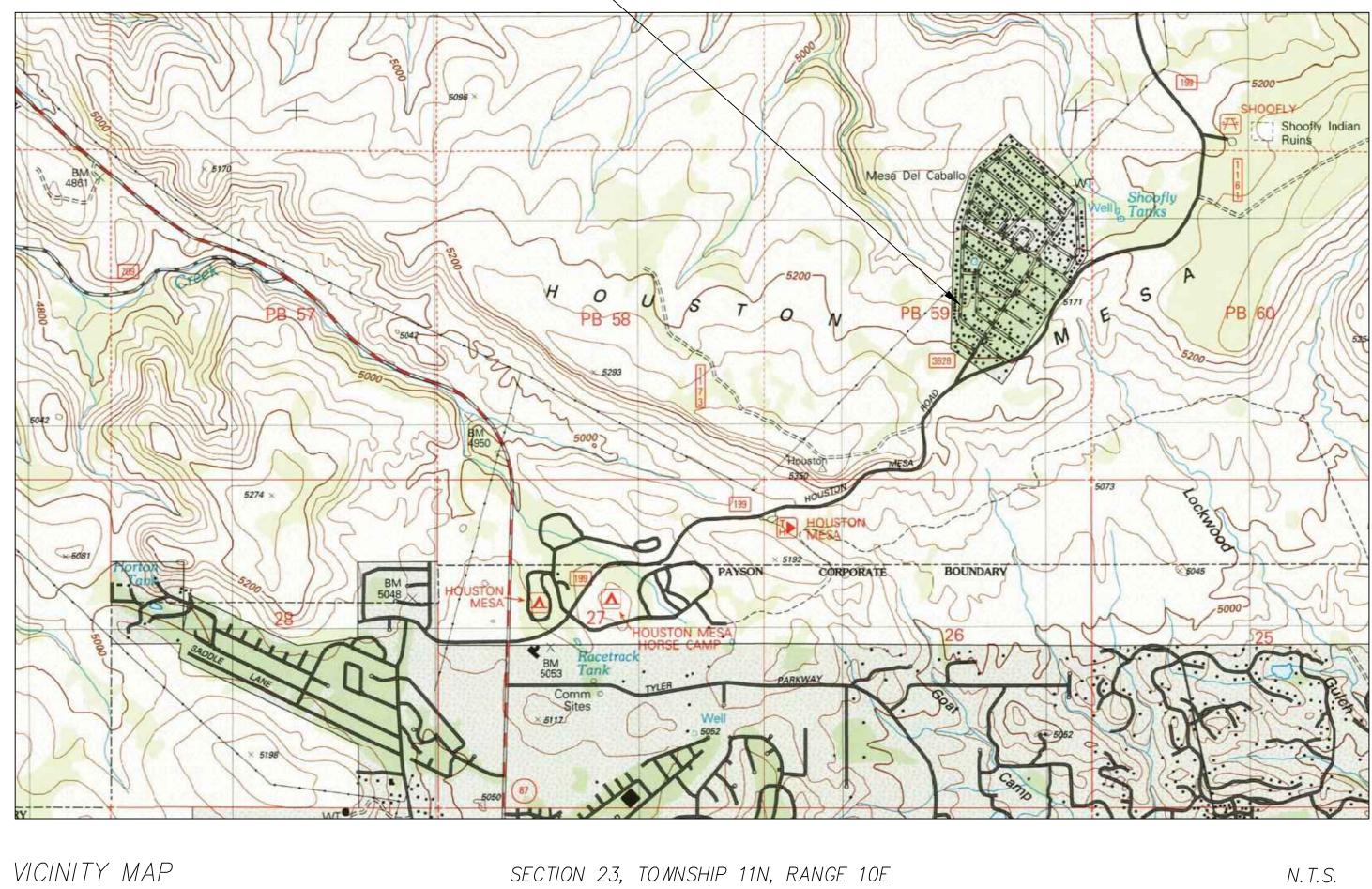


## GILA COUNTY BOARD OF SUPERVISORS

CHAIR TOMMIE CLINE MARTIN DISTRICT I VICE CHAIRMAN TIM R. HUMPHREY DISTRICT II MEMBER WOODY CLINE DISTRICT III

> COUNTY MANAGER JOHN NELSON

PUBLIC WORKS DIVISION DIRECTOR STEVE SANDERS



SECTION 23, TOWNSHIP 11N, RANGE 10E

## INDEX OF SHEETS

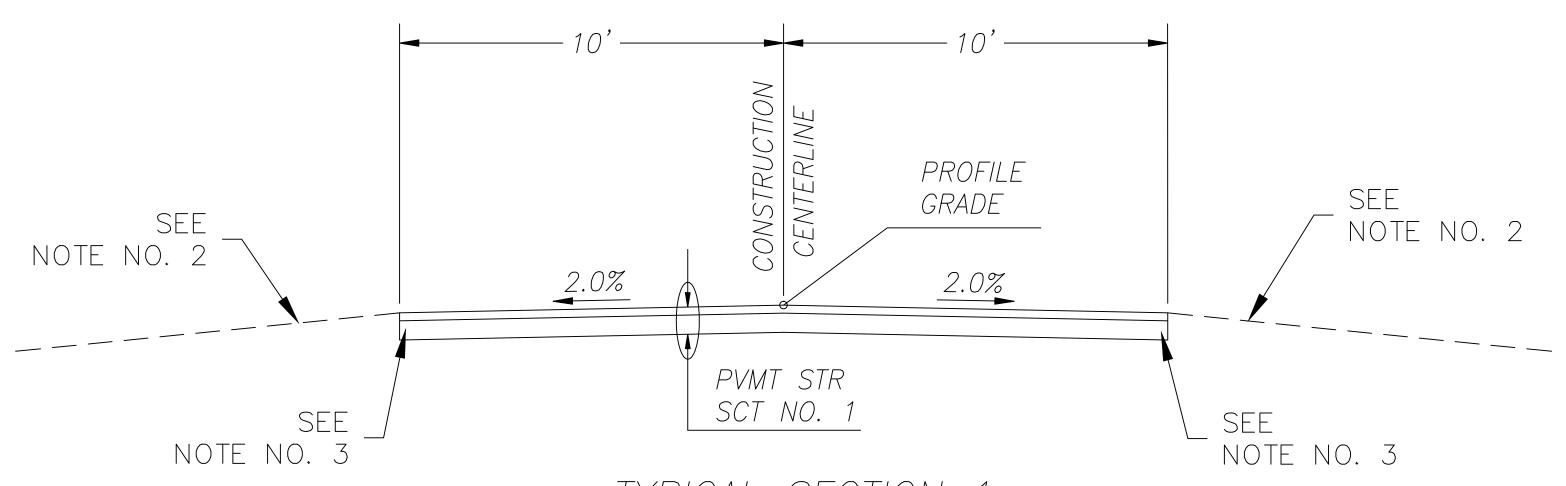
HEET NO.	SHEET TYPE	<u>DWG NO.</u>
HEET 1	COVER	C1
HEET 2	TYPICAL SECT. & DESIGN	T 1
HEET 3	GEOMETRIC SHEET	G1
HEET 4-6	PLAN SHEETS	P1 - P3
HEET 7-8	PROFILE SHEETS	PR1-PR2
HEET 9-11	DETAIL SHEETS	D1-D3

### 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

SURVEY CONTROL SURVEY CONTROL POINTS TO BE PROVIDED BY GILA COUNTY ENGINEERING DEPARTMENT

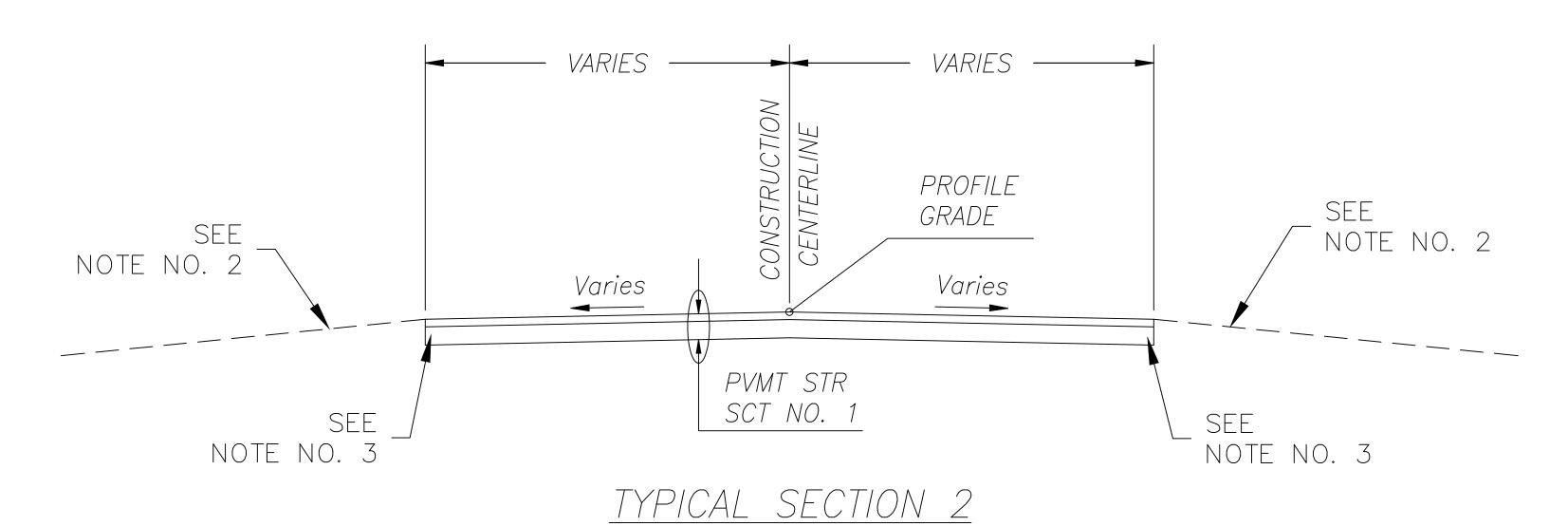
GILA COUNTY PUBLIC WORKS DIVISION		
TOYA VIST		
COVER		
DRAWN BY: MCG	DATE: 04-17-2017	DWG NO. C1
SCALE: N.T.S.	JOB NO. GC2016-16	SHEET 1 OF 11



# TYPICAL SECTION 1

STA. 10+28.30 - 27+50.00

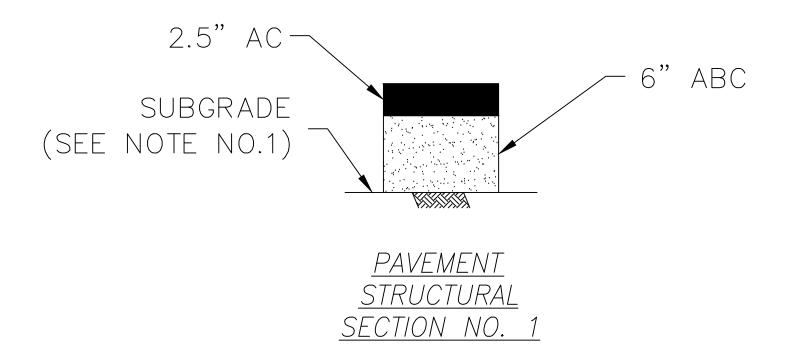
SEE ROADWAY CROSS SLOPE TABLE THIS SHEET FOR MORE INFORMATION



STA. 10+10.00 - 10+28.30 (SEE DETAIL SHEET, DWG NO. D1)

### ROADWAY CROSS SLOPE TABLE

STATION	LT OF C/L	RT OF C/L
<del>10+10.0</del> 0 TO 10+80.00	SEE DWG NO. D1	SEE DWG NO. D1
10+80.00 TO 12+00.00	PER TYP. SECT. 1	SEE DWG NO. D1
12+00.00 TO 13+48.54	PER TYP. SECT. 1	PER TYP. SECT. 1
13+48.54 TO 15+80.33	PER SUP.ELV. DIAG.	PER SUP.ELV. DIAG.
15+80.33 TO 21+40.00	PER TYP. SECT. 1	PER TYP. SECT. 1
21+40.00 TO 23+00.00	PER TYP. SECT. 1	SEE DWG NO. D2
23+00.00 TO 25+00.00	PER TYP. SECT. 1	PER TYP. SECT. 1
25+00.00 TO 26+00.00	SEE DWG NO. D3	PER TYP. SECT. 1
26+00.00 TO 27+50.00	SEE DWG NO. D3	SEE DWG NO. D3



### <u>NOTES:</u>

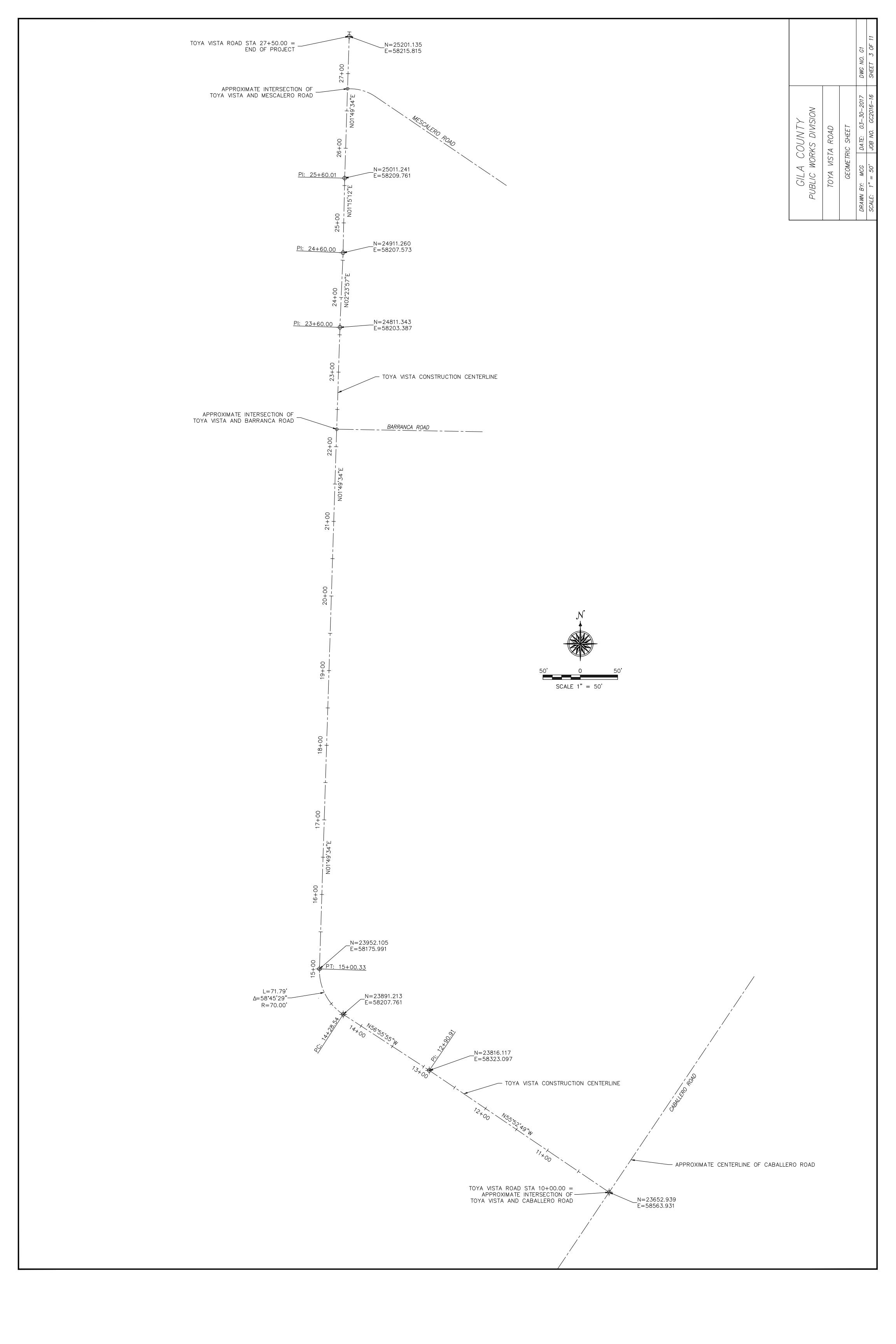
- 1.) CEMENT TREATMENT OF SUBGRADE AT LOCATIONS DIRECTED BY THE ENGINEER
  2.) EXISTING GROUND GRADE TO DRAIN AWAY FROM HINGE POINT WHERE POSSIBLE
- 3.) THICKENED ASPHALT EDGE PER MAG STD DETAIL 201, TYPE A

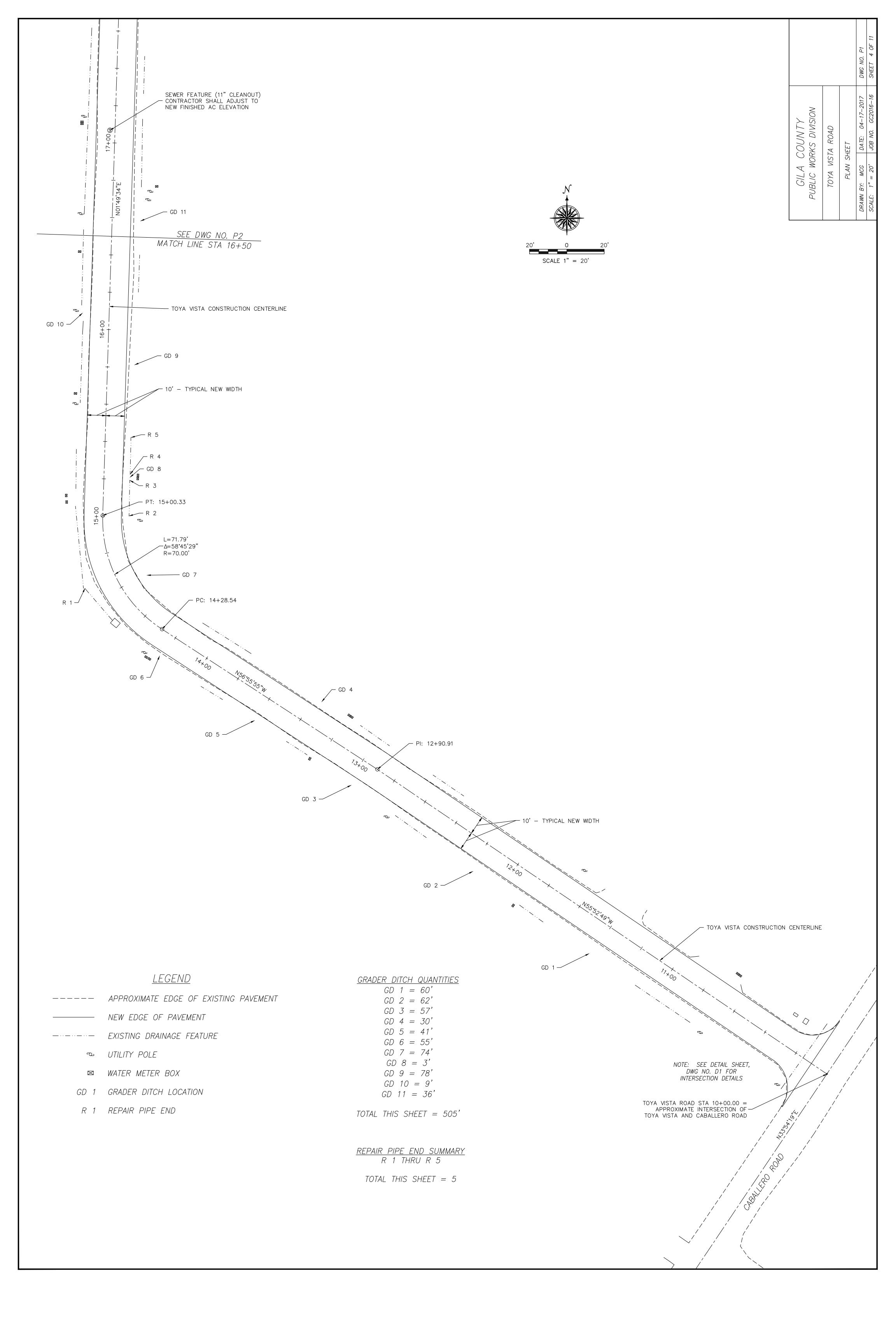
# SUPERELEVATION DIAGRAM

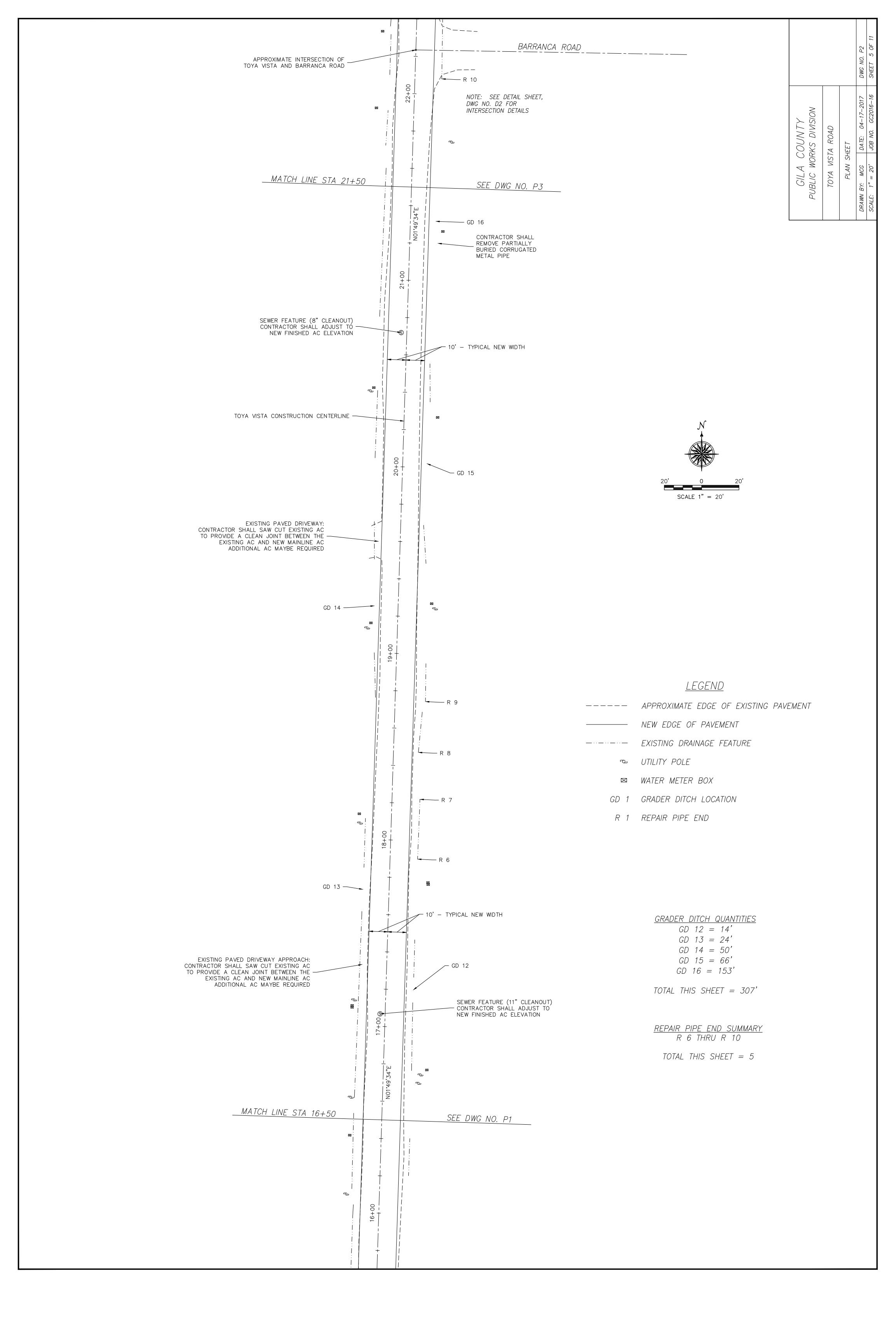
	+2.0% LT EOP	+2.0% LT EOP	
CL & AXIS_OF_ROTATION	-2.0% RT EOP	-2.0% RT EOP	-2.0% LT & RT EOP
STA. 13+48.54	STA. 14+28.54	STA. 15+00.33	STA. 15+80.33

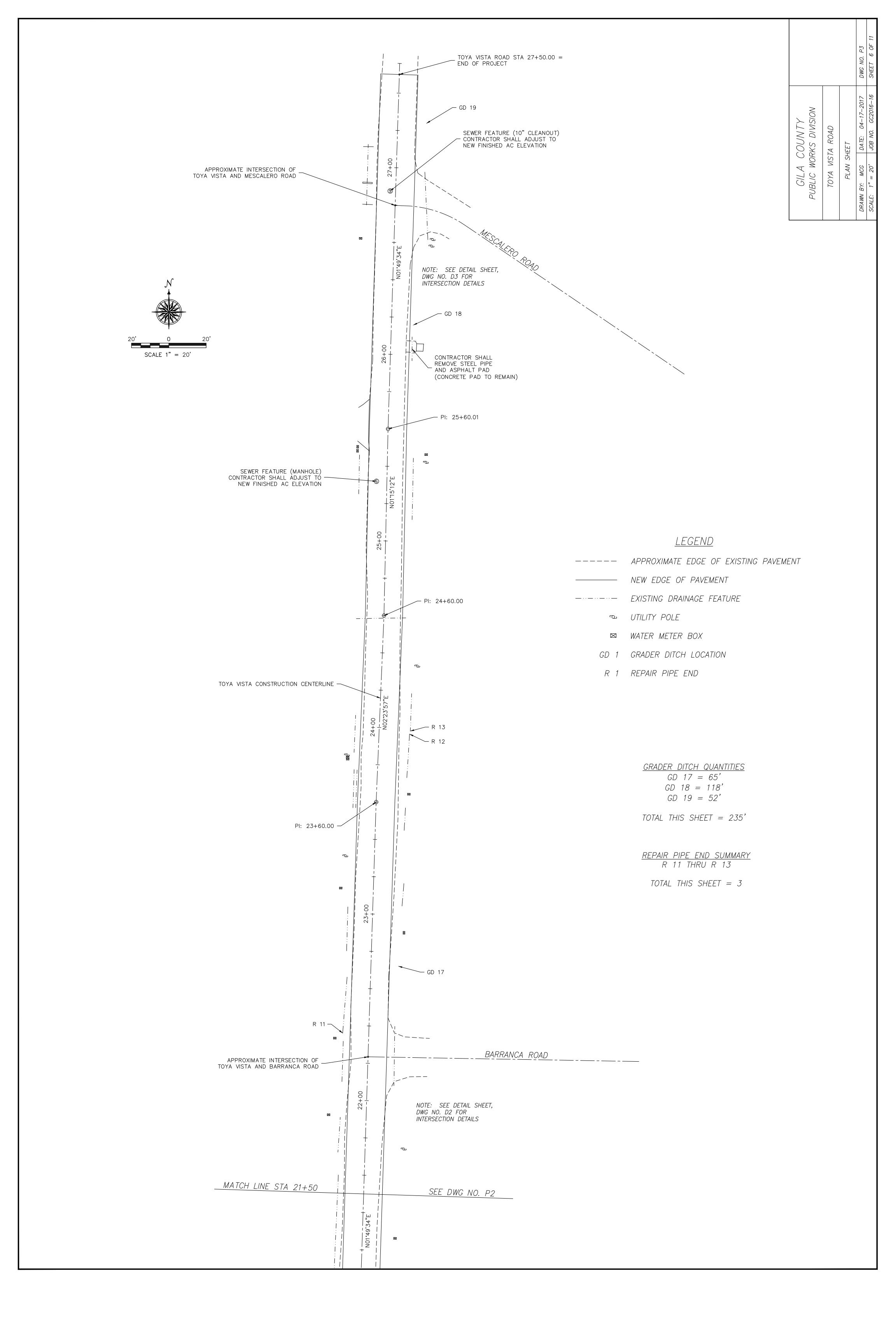
GILA COUNTY PUBLIC WORKS DIVISION	
TOYA VISTA ROAD	
TYPICAL SECTION/DESIGN SHEET	
DRAWN BY: MCG DATE: 04-17-2017	DWG NO. T1

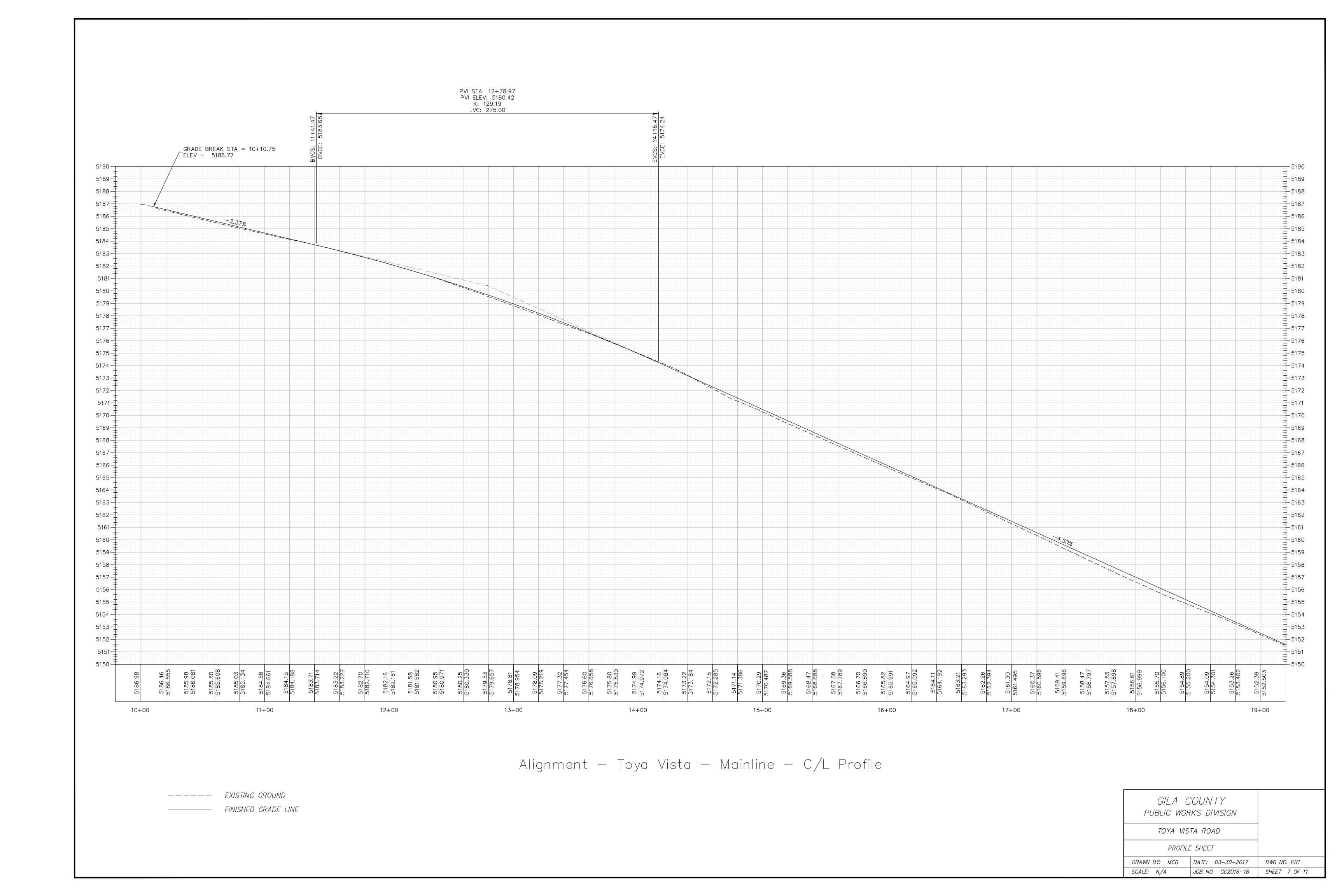
JOB NO. GC2016-16 SHEET 2 OF 11

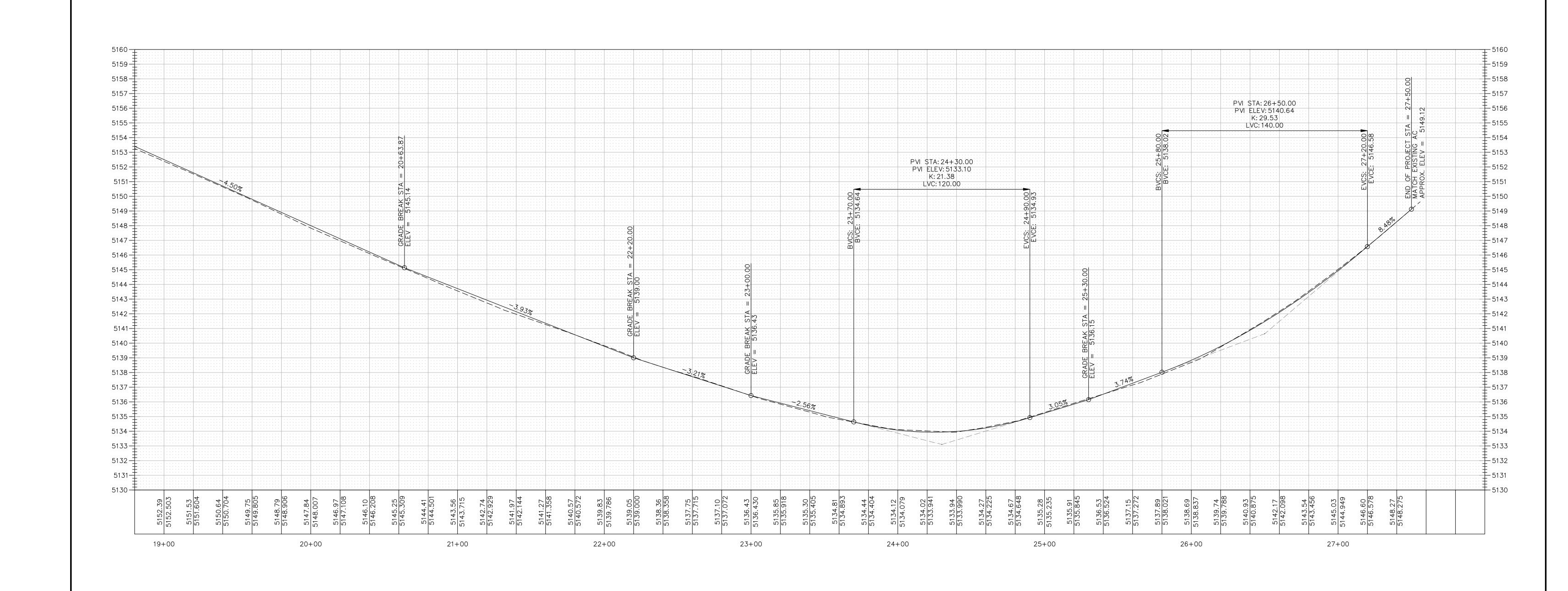












Alignment — Toya Vista — Mainline — C/L Profile

GILA COUNTY

TOYA VISTA ROAD

PROFILE SHEET

DRAWN BY: MCG DATE: 03-30-2017

JOB NO. GC2016-16

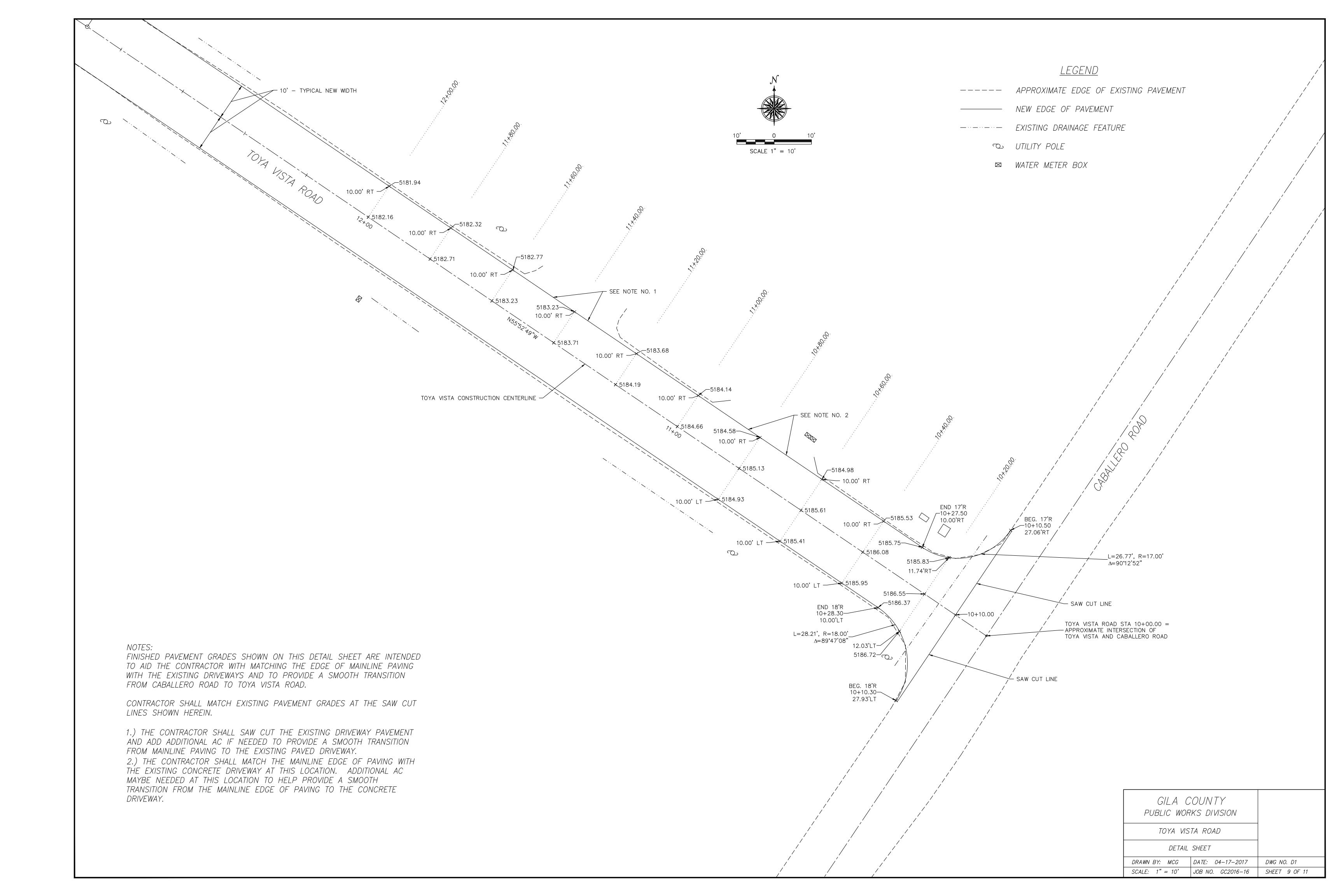
DWG NO. PR2

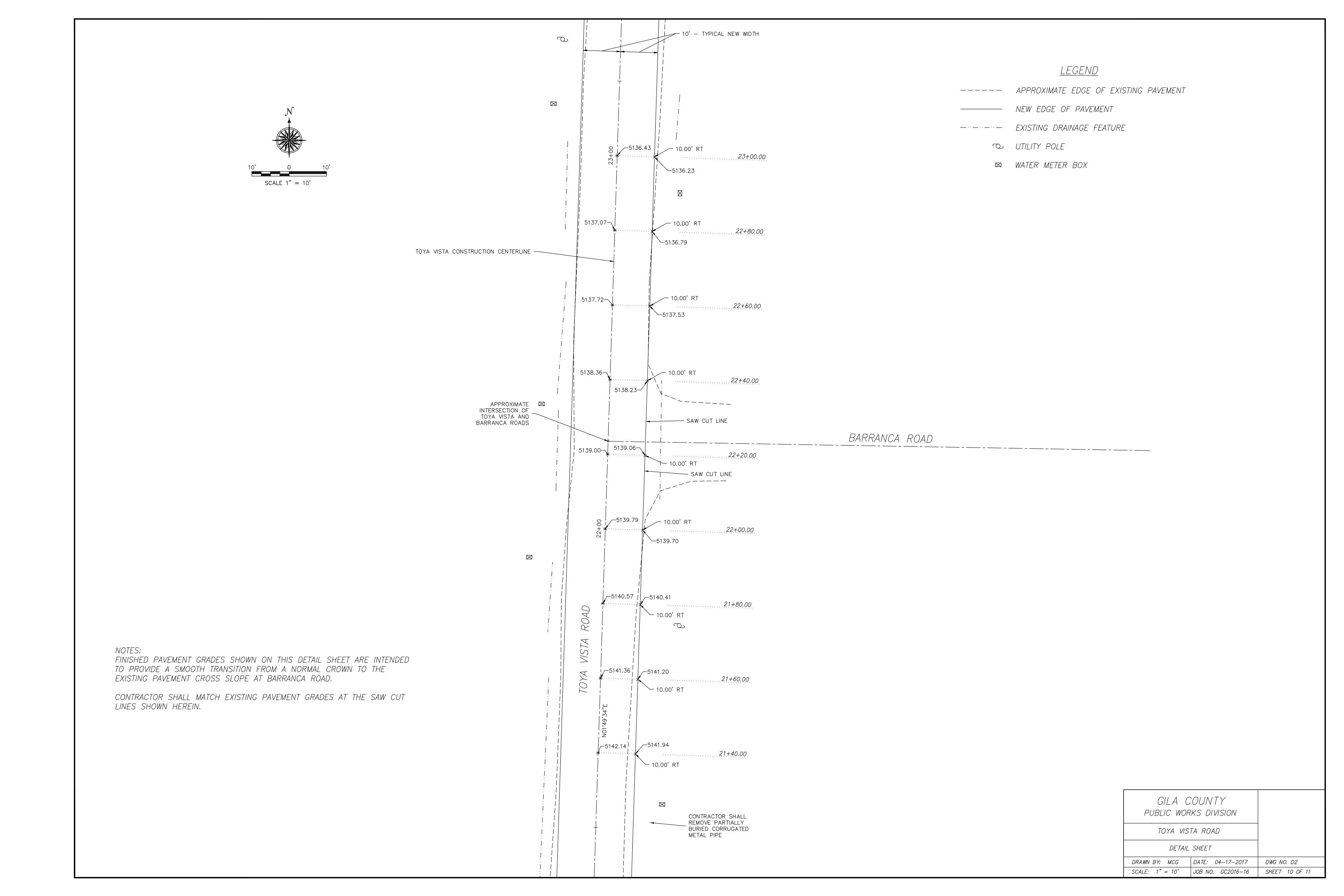
SHEET 8 OF 11

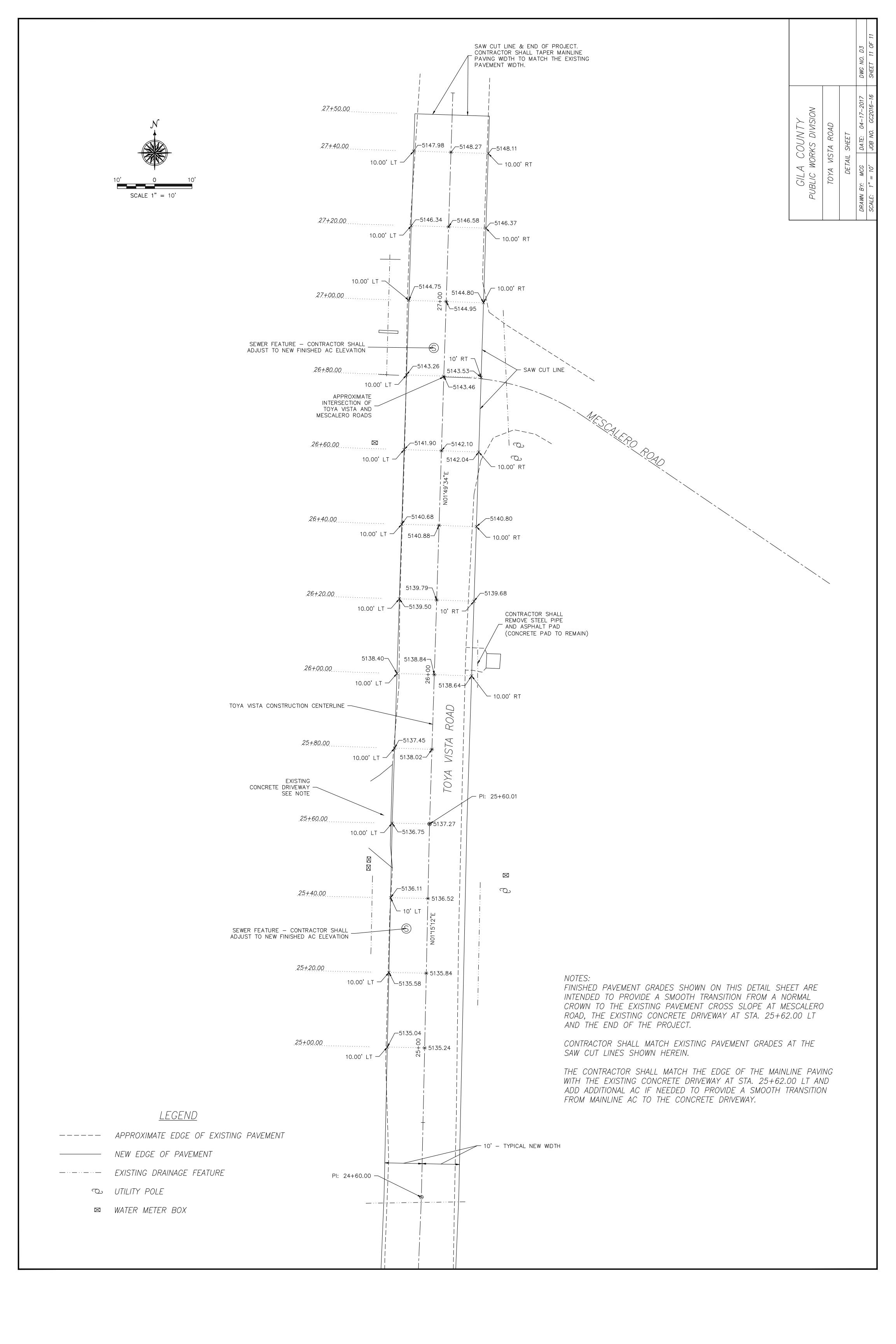
PUBLIC WORKS DIVISION

---- EXISTING GROUND

FINISHED GRADE LINE







## **GILA COUNTY**



Toya	Vista	Road	<b>Improvement</b>
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## **PLAN HOLDER LIST**

052217	

Due Date: 07/13/17

## 07/11-17 Issued Addendum No. 1

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Intermountain West	bids@imwcc.net_	480-745-5456	Robert	3/1/2017	IFB	4/11/2017
Sunland Asphalt	ccherry@sunlandasphalt.com	602-323-2800	Chance Cherry	3/1/2017	IFB	4/11/2017
Roy Haught Excavating	haughtroy@yahoo.com	928-474-2454	Debbie	3/1/2017	IFB	4/11/2017
Payson Concrete & Materials	pcmpsn@gmail.com	928-474-2231	Tony McDaniel	3/1/2017	IFB	4/11/2017
Sullivan Paving	sulpave@cableone.net	928-425-4430	Randy Sullivan	3/1/2017	IFB	4/11/2017
Arizona Pavement Profiling	jacks@nesbitts.com	480-966-6094	Jack Sawyer	3/1/2017	IFB	4/11/2017
RD Sanders Construction	rsanders@msn.com	602-920-9304	Randy Sanders	3/1/2017	IFB	4/11/2017
Western States Profiling	bgallimore@wspinc.net	602-809-3152	Bryan Gallimore	3/1/2017	IFB	4/11/2017
Midstate Asphalt Services, LLC	midstateasphalt@yahoo.com	928-978-5728	Paul Randall	3/1/2017	IFB	4/11/2017

## **GILA COUNTY**



**Toya Vista Road Improvement** 

Due Date: 07/13/2017	Title Project

052217

## **PLAN HOLDER LIST**

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
State Constructors	hrasya1@hatmail.com	029 079 0440	Buddy Bandall	0/4/0047	IED	4/11/2017
State Constructors	brpave1@hotmail.com	928-978-0440	Buddy Randall	3/1/2017	IFB	4/11/2017
Blue Book	aphillips@thebluebook.com	855-805-2560 ext 309	Anglea Phillips	3/1/2017	IFB	4/11/2017
Dodge Data & Analytics	Breanna.treto@construction.com	626-737-7447	Breanna Treto	3/1/2017	IFB	4/11/2017
Waltz Construction	jeff@waltzconstruction.com	480-759-9622	Jeff Baer	3/1/2017	IFB	4/11/2017
Cactus Asphalt	jabram@cactusasphalt.com	602-377-5651	Jeff Abram	3/1/2017	IFB	4/11/2017
Alliance Street Works	ed.alliance@yahoo.com	928-567-8696	Ed Riddell	3/1/2017	IFB	4/11/2017
Hatch Construction & Paving	robin@hatchmaterials.com	928-457-6564	Robin Hargrave	3/1/2017	IFB	4/11/2017
Regional Pavement Maintenance	justin@regionalaz.com	602-677-4870	Justin Kloszewski	3/1/2017	IFB	4/11/2017
NGU Contracting	ngucontracting@gmail.com	602-694-3301	Jimmy Johnson	3/1/2017	IFB	4/11/2017

**GILA COUNTY** 



**Toya Vista Road Improvement** 

Title Project

**PLAN HOLDER LIST** 

Bid No: 052217

Due Date: 07/13/2017

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Mangum Civil Constructors	I.plante@mangumgroup.com	928-970-1286	Luke Plante	3/1/2017	IFB	4/11/2017
Gold Horizon Contracting	goldhorizoncontracting@gmail.com	602-413-2013	Steve Green	3/1/2017	IFB	4/11/2017
Dalmolin Excavating	dalmolinexc@cableone.com	928-425-2256		3/1/2017	IFB	4/11/2017
EW Parker Enterpises	wparkerenterprises@hotmail.com	928-978-0902	EW Parker	3/1/2017	IFB	4/11/2017
Stodghill Excavating	office2@stodghilltrucking.com	928-476-3554		3/1/2017	IFB	4/11/2017
5D Mining and Construction	dusty@live.com	928-200-8697	Ben Dalmolin	3/1/2017	IFB	4/11/2017
Oddonetto Construction	moddonetto@oddonetto.net	928-425-3605	Michael Oddonetto	3/1/2017	IFB	4/11/2017
Black Mountain Excavating	blackmountainexcavating@hotmail.com	928-474-5322	Lori	3/1/2017	IFB	4/11/2017

## **GILA COUNTY**



**Toya Vista Road Improvement** 

Due Date: 07/13/2017	Title Project
----------------------	---------------

**PLAN HOLDER LIST** 

052217

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Visus Engineering Construction	jkerr@visusinc.com	480-833-8268	Robert Smith	3/1/2017	IFB	4/11/2017
J4 Excavating	j4excavating@yahoo.com	928-978-8837	Estimating	3/1/2017	IFB	4/11/2017
DD Haught Construction	dd.haught@yahoo.com	928-472-8846	Hooter	3/1/2017	IFB	4/11/2017
Rodriguez Constructions	art@rodriguez-az.com	928-425-7244	Art	3/1/2017	IFB	4/11/2017
D J Company	djsco50@hotmail.com	928-425-0602	Daniel	3/1/2017	IFB	4/11/2017
Perkins Cinders	pci@citlink.net	928-537-2008	Brandon	3/1/2017	IFB	4/11/2017
Earth Resources Corp.	wwo5th@yahoo.com	928-775-2795	Wyatt W. Orr	3/1/2017	IFB	4/11/2017
Construction Reporter	jane@constructionreporter.com	505-243-9793	Jane Wood	3/1/2017	IFB	4/11/2017
Combs Construction Company	patrick@combsaz.com	480-381-1747	Patrick Waters	3/1/2017	IFB	4/11/2017

## **GILA COUNTY**



**Toya Vista Road Improvement** 

Title Project

**PLAN HOLDER LIST** 

052217

Due Date: 07/13/2017

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Rummel Construction	agribler@rummelconstruction.com	480-222-9922 ext 222	Amber Gribler	3/1/2017	IFB	4/11/2017
NGU Contracting	john@ngucontracting.com	480-738-9758	John Johnson	3/1/2017	IFB	4/11/2017
Troo contracting	John Grigacontracting.com	100 730 3730	30111301113011	3/1/201/		1, ==, ===
Ricor, Inc.	bryan@ricorinc.com	602-437-0202	Bryan Normand	3/1/2017	IFB	4/11/2017
ACE Asphalt	harraht@aceasphalt.com	602-304-4068	Tim Harrah	3/1/2017	IFB	4/11/2017
ABC Asphalt	erica@abcasphalt.com	602-377-1282	Dave McKelvie	3/1/2017	IFB	4/11/2017
Tiffany Construction	jtiffany@tiffanyconst.com	928-322-4447	Boomer Schlesever	3/1/2017	IFB	4/11/2017
Pima Paving	howie@pimapaving.com	520-404-1323	Howard Stough	3/1/2017	IFB	4/11/2017
Meadow Valley Construction	jorci@accbuilt.com	623-330-9352	Jesus Orci	3/1/2017	IFB	4/11/2017
Bear Ridge Industries	bearrodgeomd@gmail.com	928-363-1323	Liz Cardenez	3/1/2017	IFB	4/11/2017

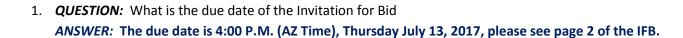
Rock Country Contracting	rocky@frontier.net	928-368-8227	Rob Carlson	3/1/2017	IFB	4/11/2017
Cholla Pavement	rocky@frontier.net	928-368-8227	Rob Carlson	3/1/2017	IFB	4/11/2017



# GILA COUNTY TOYA VISTA ROAD IMPROVEMENT PROJECT INVITATION FOR BID NO. 052217

ADDENDUM #1: DATE: 07/11/17

## **CLARIFICATIONS:**



This concludes Addendum No. 1 to Invitation for Bid No. 052217

## EXHIBIT "K"

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BID

TITLE: Toya Vista Road Improvement Project BID

DUE

NO.: 52217 **DATE:** 07-13-17 4:00 P.M.

**GILA COUNTY** 

N G	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Intermount West Civil Construction	#269,917.00	Only subimitted one copy of bid
2	Mangum Civil Constructors	\$181,500.58	
3	W.E. Parker	\$229,294.50	
4	Roy Haught Excavating, Inc.	\$233,781.00	
5			
6			



# \*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
<b>Contract Performance Bond</b>	CPB-1
Labor and Materials Bond	LMB-1
<b>Contract Performance Warranty</b>	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. 052217 Toya Vista 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.

Phoenix, Az. 85024

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

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

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

#### Proposal continued...

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

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

## If by a Corporation:

(SEAL)

Corporate Name: Mangum Civil Constructors, Inc
Corporate Address: 1075 E Salter Dr. Phx. Az. 85024
Incorporated under the laws of the State of : <u>Utah and Arizona</u>
By (Signature): Date:
President: Christopher J Cordell
Secretary: Jeffery L Plante
Treasurer: Christopher J Cordell

## Invitation for Bids No. 052217

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)

## TOYA VISTA 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: 1	Mangum Civil Constructors, Inc	
TOTAL CONTRA	ACT PRICE, for the sum of \$ $181,499.58$	
WRITTEN TOTA	AL CONTRACT PRICE	
One hundred e	ighty-one thousand four hundred niney-n	ineDollars
andfifty	-eight 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	\$1091.00	\$1091.00
202	Removal of Structures and Obstructions	L.SUM	1	\$1636.50	\$1636.50
203	Grader Ditch	L.FT	1,047	\$1.08	\$1130.76
205	Grading Roadway for Pavement	SQ.YD.	4,000	\$9.99	39,960.00
303	Aggregate Base, Class 2	CU.YD.	617	\$47.96	\$29,591.32
345	Adjust Utility Frames, Covers & Valve Boxes	EACH	4	\$327.30	\$1309.20
409	Asphaltic Concrete (Misc. Structural)	Ton	645	\$105.66	\$68,150,70
701	Maintenance and Protection of Traffic	L.SUM	1	\$2182.00	\$2182.00
810	Erosion Control and Pollution Prevention	L.SUM	1	\$872.80	\$872.80
901	Mobilization	L.SUM	1	\$2727.50	\$2727.50
921	Repair Pipe Ends	EACH	13	\$100.00	\$100.00
923	Placement of Portland Cement	SQ.FT.	11,280	\$0.35	\$3948.00
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	\$18,000.00	\$18,000.00
925	Construction Surveying and Layout	L.SUM	1	\$9600.80	\$9600.80

**Total Base Bid** 

\$181,499.58

## **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 Sure	y Company
a corporation duly organized under the laws of the State of South	Dakota
as Surety, hereinafter called the Surety, holding a certificate of auth issued by the Director of the Department of Insurance, are held an hereinafter called the Obligee, in the sum of ten percent (10%) of the County for the work described below, for the payment of which sum and the said Surety bind ourselves, our heirs, executors, administration severally, firmly by these presents.	nd firmly bound unto Gila County as Obligee, the amount bid, submitted by Principal to Gila on well and truly to be made, the said Principal
WHEREAS, the Principal is herewith submitting its proposal for:	
BID NO. 052217, TOYA VISTA ROAD IMPRO	OVEMENT PROJECT,
NOW THEREFORE, if the Obligee, acting by and through its Public Principal and the Principal shall enter into contract with the Obligee is and give such bonds and certificates of insurance as may be specificated sufficient surety for the faithful performance of such contract and for furnished in the prosecution thereof, or in the event of the failure of give such bonds and certificates of insurance, if the Principal shall pathe penalty of the bond between the amount specified in the propobligee may in good faith contract with another party to perform obligation is void. Otherwise, it remains in full force and effect propursuant to the provisions of ARS '34-201, and all liabilities on this better provisions of the section to the extent as if it were copied at lengt IN WITNESS WHEREOF, we hereunto set our hands and seals: June	n accordance with the terms of such proposal, ed in the contract documents with good and or the prompt payment of labor and material the Principal to enter into such contract and y to the Obligee the difference not to exceed cosal and such larger amount for which the the work covered by the proposal then this bound shall be determined in accordance with the herein.
Mangum Civil Constructors, Inc.  Wester Surety	n Surety Company
By Attor 7220 N	ney-in-Fact Melanie Ankeney . 16th Street, Building K
Address Subscrib	x, AZ 85020 , Attorney-in-Fact led and sworn to before me _ day of <sup>June</sup> , 20 <sup>17</sup>
My com Notary F	JENNIFER CASTILLO  NOTARY PUBLIC - ARIZONA  MARICOPA COUNTY  My Comm. Exp.: April 5, 2021

# 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 Scottsdale, 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 16th day of June, 2015.

No American

WESTERN SURETY COMPANY

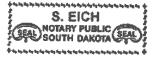
Paul T Bruflat Vice President

State of South Dakota County of Minnehaha s

On this 16th day of June, 2015, 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

February 12, 2021



S. Eich, 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 privated on the reverse hereby is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this



WESTERN SURETY COMPANY

J. Relson, 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 052217-TOYA VISTA ROAD IMPROVEMENT PROJECT

The applicant submitting this Bid warrants the following:

1.	Name, Address, and Telephone Number of Principal Contractor: <u>Mangum Civil Constructors, Inc</u>
	1075 E Salter Dr.
	Phoenix, Az. 85024 602-466-3926
2.	Has Contractor (under its present or any previous name) ever failed to complete contract?Yes $\underline{X}$ 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?YesXNo. 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 par 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.	<ul> <li>Contractor must also provide at least the following information:</li> <li>a. A brief history of the Contractors Firm.</li> <li>b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.</li> <li>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.</li> </ul>

- 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.
- 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: <u>.73</u> 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 & 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:	Wilson Construction, Inc
	Contact:	Max Ryden
	Phone:	928-978-0405
	Address:	1190 NW 3rd Ave, Canby, Or. 97013
2.	Company:	Diamond Resorts International
	Contact:	Viki Nelson
	Phone:	480-202-0883
	Address:	16858 North Perimeter Drive, 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

realite of business

**Signature of Authorized Representative** 

Vice President & Secretary

Title

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

STATE OF ARIZONA ) )ss  OFFICIAL SEAL JENNIFER CORDELL Notary Public - Arizona MARICOPA COUNTY	
COUNTY OF: Macica ) My Commission Expires NOVEMBER 9, 2019	
Jeffery Luke Plante	
(Name of Individual)	
being first duly sworn, deposes and says:	
That he is Vice President & Secretary	
(Title)	
of Mangum Civil Constructors, Inc	and
(Name of Business)	
That he is properly prequalified by Gila County for bidding on <b>BID NO. 052217, TOYA VISTA IMPROVEMENT PROJECT</b> and,	ROAD
That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:	
That neither he nor anyone associated with the said <u>Contract</u>	
Mangum Civil Constructors, Inc	
(Name of Business)	<del></del>
has, directly or indirectly entered into any agreement, participated in any collusion or otherwise tal any action in restraint of free competitive bidding in connection with the above mentioned project.	ken
Mangum Civil Constructors In-	
Mangum Civil Constructors, Inc  Name of Business	
Traine of Business	
Jeffery Luke Plante  By	
<u>Vice President &amp; Secretary</u> Title	_
2 to 12 to 2	
Subscribed and sworn to before me this day of, 20, 20	<u>1</u> .
Notary Public  Notary Public	4, 2019

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

At the time of the submission of **Invitation for Bid No. 052217**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

No	it is not my intention to subcontract a portion of the work.		
		Mangum Civil Constructors, Inc	
		Name of Business	
		200	
		Signature of Authorized Representative	
		Vice President & 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			CC	COMPLETED AND EXECUTED		
Proposal					_	
Bidding Sch	redule				-	
Surety (Bid)	) Bond			-		
Qualificatio	n & Certification	Form				
Reference I	_ist					
Affidavit of	Non-Collusion					
Subcontrac	tor Certification					
Contract						
Bidders Che	ecklist & Addenda	a Acknowle	dgment			
ACKNOWLEDGN	IENT OF RECEIPT		IDA:			
00 1	#1	#2	#3	#4	#5	
Initials and Date	07/11/2017					
	<del></del>			· · · · · · · · · · · · · · · · · · ·		
Signed and da	ited this	dav	of	. 201	7.	
Signed and da	ited this	day	of	, 201	7.	
Signed and da	ited this	<u>M</u> :	of angum Civil Cor CONTRACTOR:		7.	

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: Toya Vista Road Improvement Project, Bid No. 052217. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, July 17, 2017.

## GILA COUNTY CONTRACT NO. 052217 (C-1 TO C-7)

THIS AGREEMENT, made and entered in	into this day of
2017, by and between Gila County, a political s	ubdivision 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. 052217- Toya Vista 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 052217 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. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 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. <u>NOTICE OF CANCELLATION:</u> 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. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: 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. <u>SUBCONTRACTORS:</u> 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. <u>APPROVAL</u>: 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 **60 Calendar** Days of the commencement date as specified on the Notice To Proceed.

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

### **WORK ITEM**

DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$490.00

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

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

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

**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 \$181,500.58 **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. 052217-TOYA VISTA ROAD IMPROVEMENT PROJECT

OWNER:	CONTRACTOR:
GILA COUNTY BOARD OF SUPERVISORS	
	1 m
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature
	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, Civi	il 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)

That,			
		(h	nereinafter called the Principal), as Principal,
and			
(hereinafter called Surety), a co	rporation duly organized a	nd existing tl	he laws of the State of
called the Obligee)  AMOUNT)  whereof, the said Principal and assigns, jointly and severally, firm  WHEREAS, the Principal and severally, firm  NOW, THEREFORE, THE perform and fulfill all the under original term of said contract an any guaranty required under the conditions, and agreements of smade, notice of which modificate otherwise to remain in full force the provisions of said Title, Chapter approvisions approvisions of said Title, Chapter approvisions approvisions of said Title, Chapter approvisions ap	Surety bind themselves, a mly by these presents. If has agreed to enter into Project, which contract is hength herein. E CONDITION OF THIS OBLE takings, covenants, terms, d any extension thereof, we contract, and shall also pany and all duly authorized tions to the Surety being I and effect; that this bond is executed tes, and all liabilities on and Article, so the extent a a suit on this bond sha	are held and amount dollar nd their heir a certain connereby referring a conditions with or without erform and fid modification are by waive pursuant to this bond shift they were	principal office in the city transact surety business in Arizona issued I firmly bound unto Gila County (hereinaft of (100% OF CONTRACTS), for the payments, administrator, executors, successors, and ontract with the Obligee for: Bid No. 05221 and to and made a part hereof as fully and the SUCH, that if the said Principal shall faithful and agreements of said contract during the fulfill all the undertakings, covenants, terms ions of said contract that may hereafter be detect that the above obligation shall be voice to the provisions of Title 34, Chapter 2, Article hall be determined in accordance with the copied at length herein.
Witness our hands this	day of		, 2017.
Principal	Seal		
Gurety		Seal	Ву:
Agency of Record			Ву:
rizona 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,		
and	, (here	einafter called the Principal), as Principal,
(hereinafter called Surety), a corporati	ion duly organized and existing the	love of the Chate of
theremarker caned surety), a corporati	ion duly organized and existing the	laws of the state of
the Director of the Department of Installed the Obligee) in the amount of dollars (\$	ling a certificate of authority to trassurance, as Surety, are held and find (100% of Contract Amount)— e payment whereof, the said Principles ors, and assigns, jointly and several agreed to enter into a certain contract, which contract is hereby referred therein.  DITION OF THIS OBLIGATION IS SUBSTACK, covenants, terms, conditions an extension thereof, with or without ract, and shall also perform and fulfind all duly authorized modification to the Surety being hereby waived, affect; his bond is executed pursuant to the hid all liabilities on this bond shall ticle, so the extent as if they were of the on this bond shall recover as a	ract with the Obligee for: <b>Bid No. 052217</b> I to and made a part hereof as fully and to <b>CH</b> , that if the said Principal shall faithfully d agreements of said contract during the notice to the Surety, and during the life of fill all the undertakings, covenants, terms, s of said contract that may hereafter be; then the above obligation shall be void, e provisions of Title 34, Chapter 2, Article I be determined in accordance with the
Witness our hands this	day of	2017.
Principal	Seal	
Surety	Seal	ву:
Agency of Record		Ву:
Arizona Countersignature		Agency Address
Address		
None None bor		

### GILA COUNTY <u>CONTRACT PERFORMANCE WARRANTY</u> (CPW-1)

Ι,	, representing
S	(company name)
do hereby warranty the work performed for the	:
BID NO. 052217-TOYA VISTA ROAD IMPROVEM	ENT PROJECT,
for a period of two (2) years from completion of	said work.
Said work shall be free from defects which wou manner.	ald cause the work not to perform in its intended
(Officer, Partner, Owner)	Date

### **APPENDIX A**

REFERENCED

MAG

STANDARD DETAILS

**AND** 

**SPECIFICATIONS** 

### **SECTION 345**

### ADJUSTING FRAMES, COVERS, VALVE BOXES METER BOXES AND PULL 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.

Revised 2014

### **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 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 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:

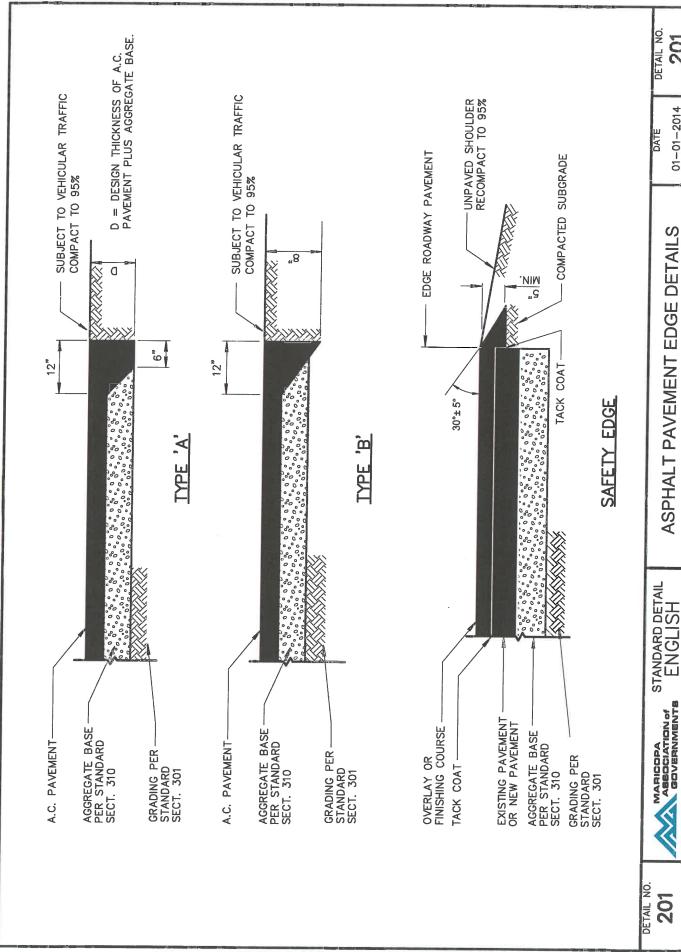
The quantities measured will be the actual number of frames, covers and valve boxes of each type, adjusted and accepted.

### **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 -

Revised 2015 345-2



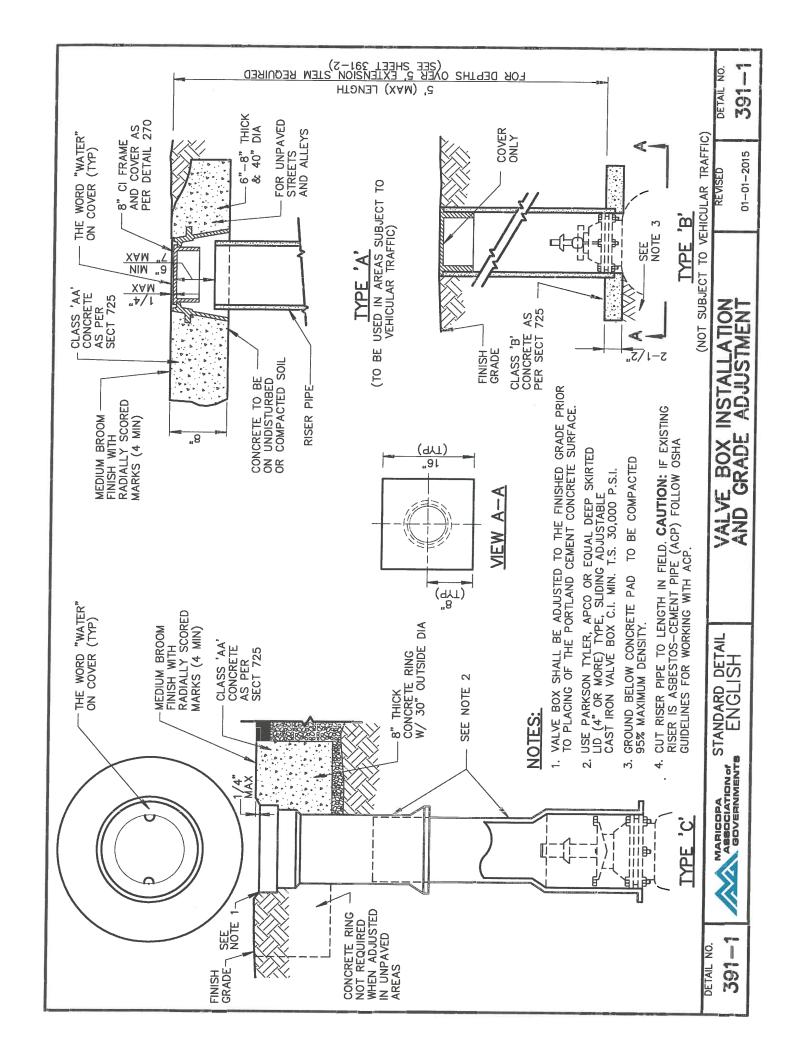
ASPHALT PAVEMENT EDGE DETAILS

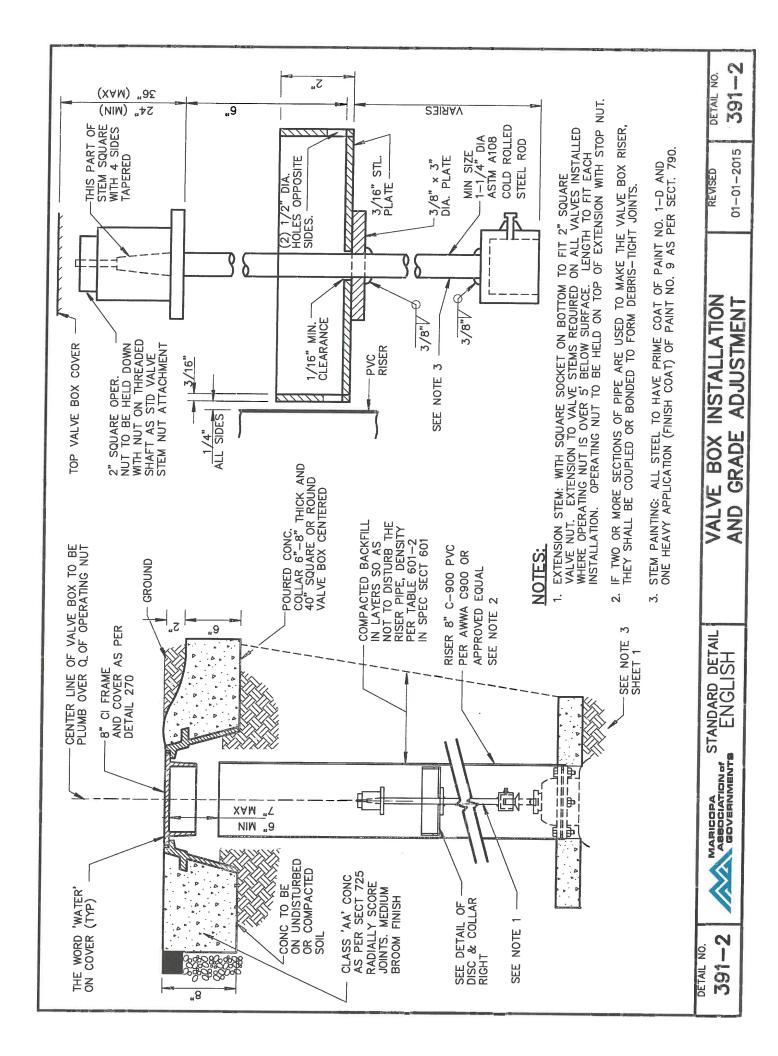
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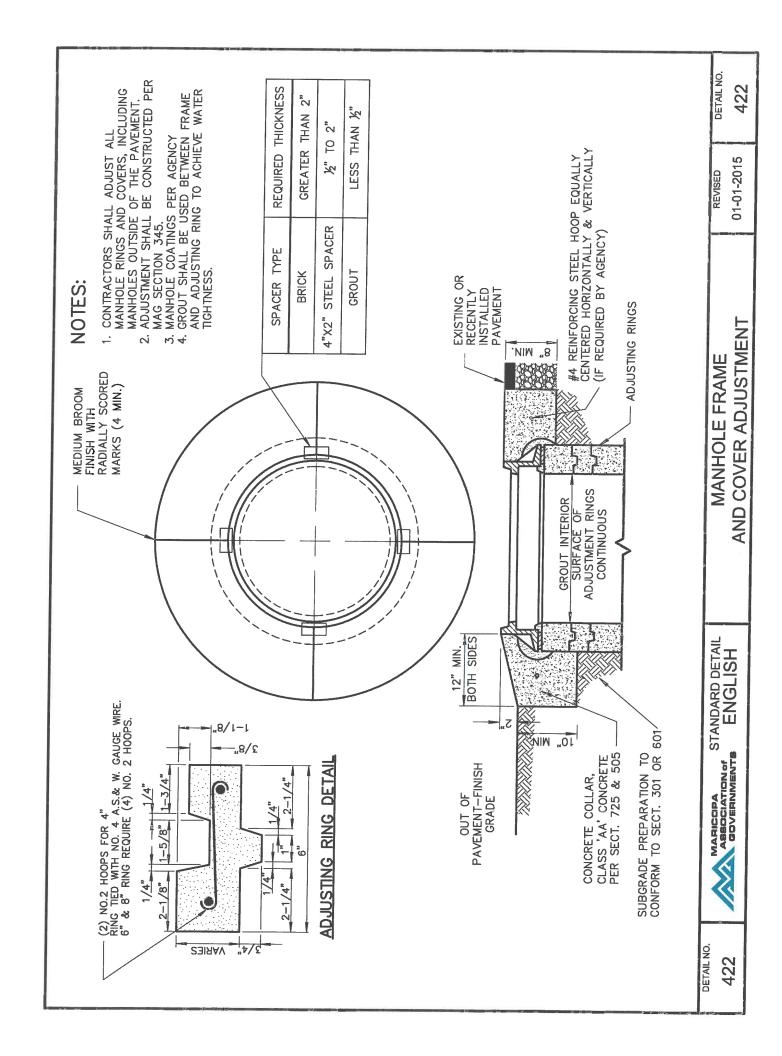
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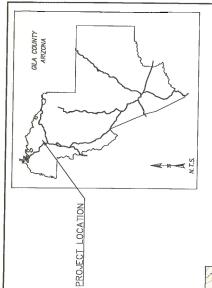
### **APPENDIX B**

(PROJECT PLANS)



## IMPROVEMENT PLANS FOR

### MESA DEL CABALLO SUBDIVISION (TOYA VISTA ROAD)



INDEX OF SHEETS

CILA COUNTY BOARD OF SUPERVISORS
CHAIR
VCE CHAIRMAN TIM R. HUMPHREY DISTRICT II
WOODY CLINE
DISTRICT III
WOODY CLINE

SHEET NO. SHEET 1 SHEET 2 SHEET 3 SHEET 4-6 SHEET 7-8 SHEET 7-8

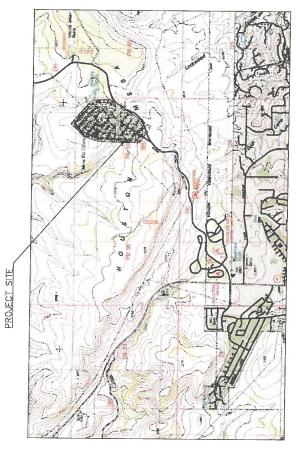
DWG NO. C1 T1 G1 P1-P3 PR1-PR2 D1-D3 SHEET TYPE.
OOVER
TYPICAL SECT. & DESIGN
GEOMETRIC SHEET
PLAN SHEETS
PROPILE SHEETS
DETAIL SHEETS

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

DRAWN BY: MICG DATE: 04-17-2017 SCALE: H.T.S. JOB NO. GC2016-16

COVER SHEET

GILA COUNTY PUBLIC WORKS DIVISION TOYA WISTA ROAD



PUBLIC WORKS DIVISION DIRECTOR STEVE SANDERS

COUNTY MANAGER JOHN NELSON

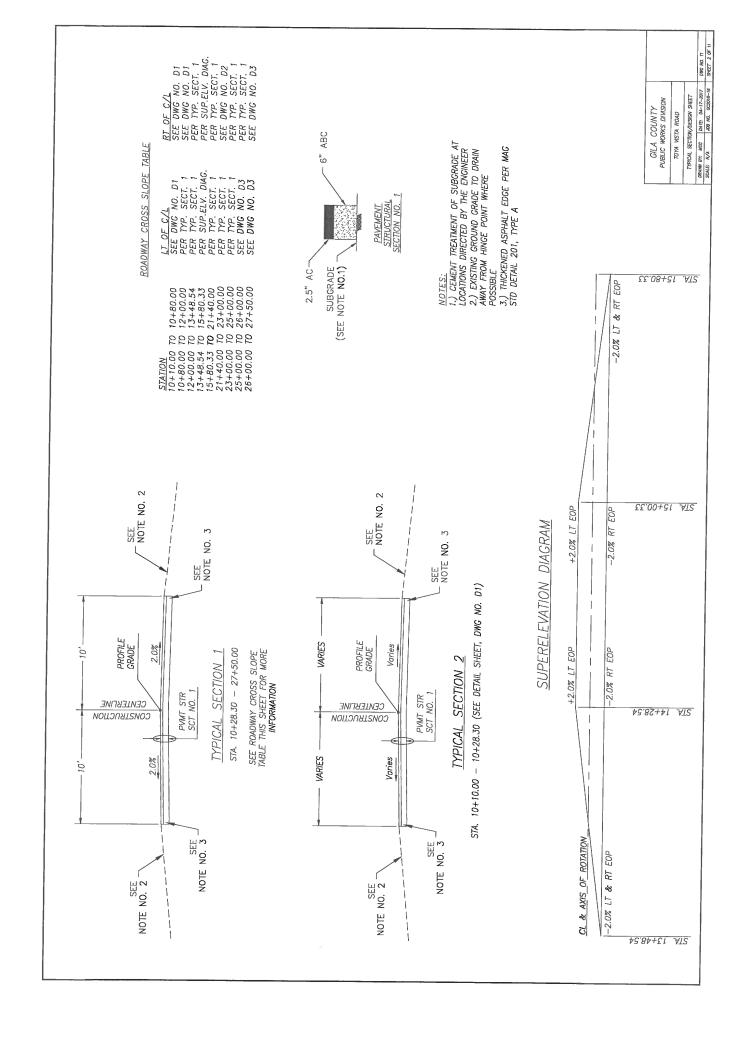
VICINITY MAP

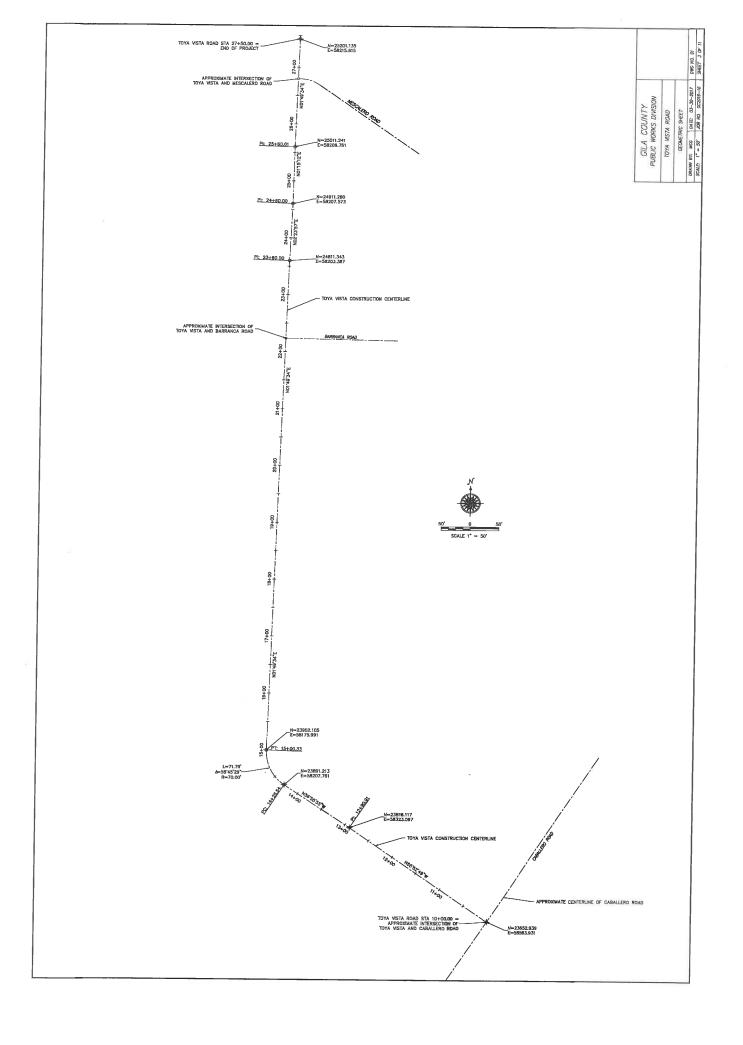
SECTION 23, TOWNSHIP 11N, RANGE 10E

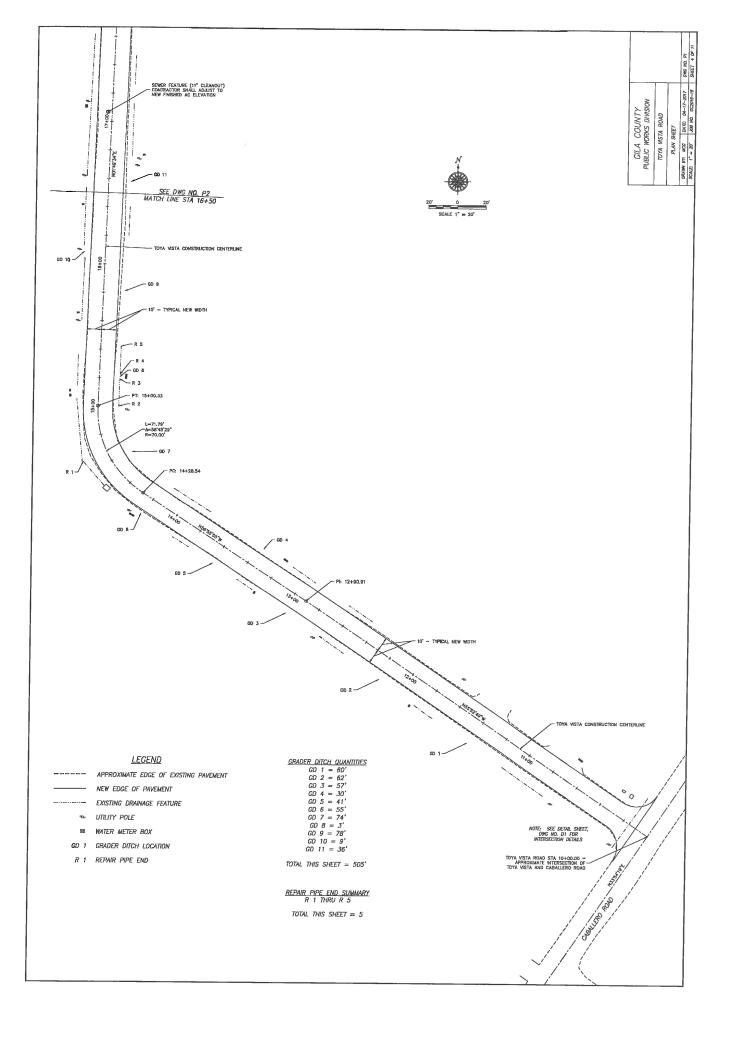
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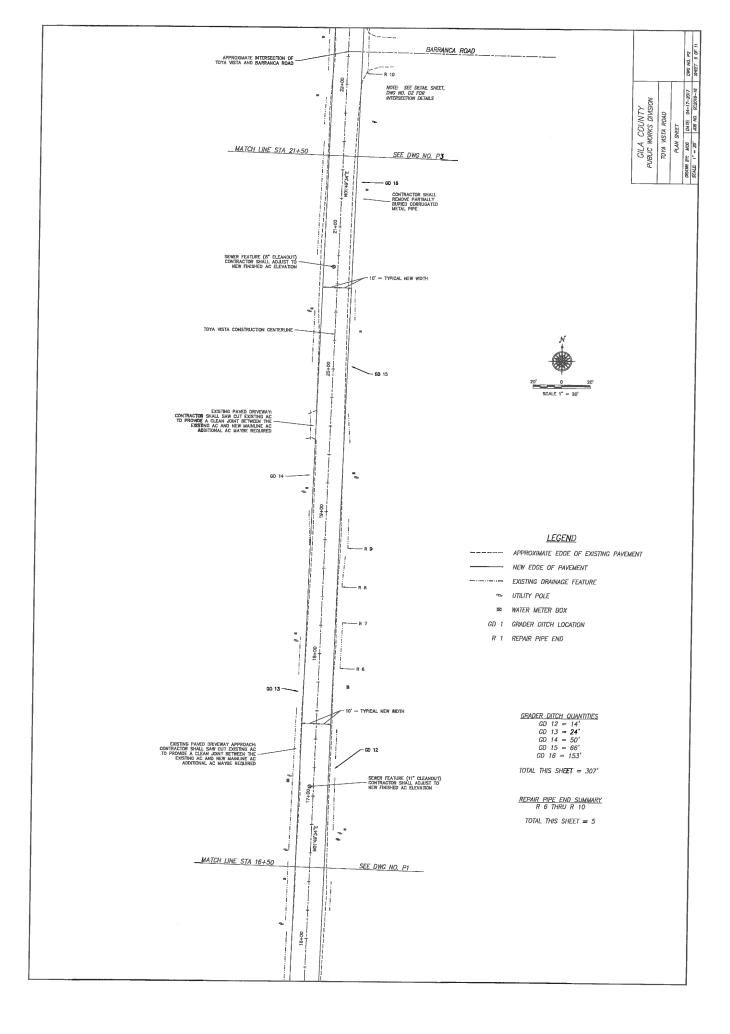
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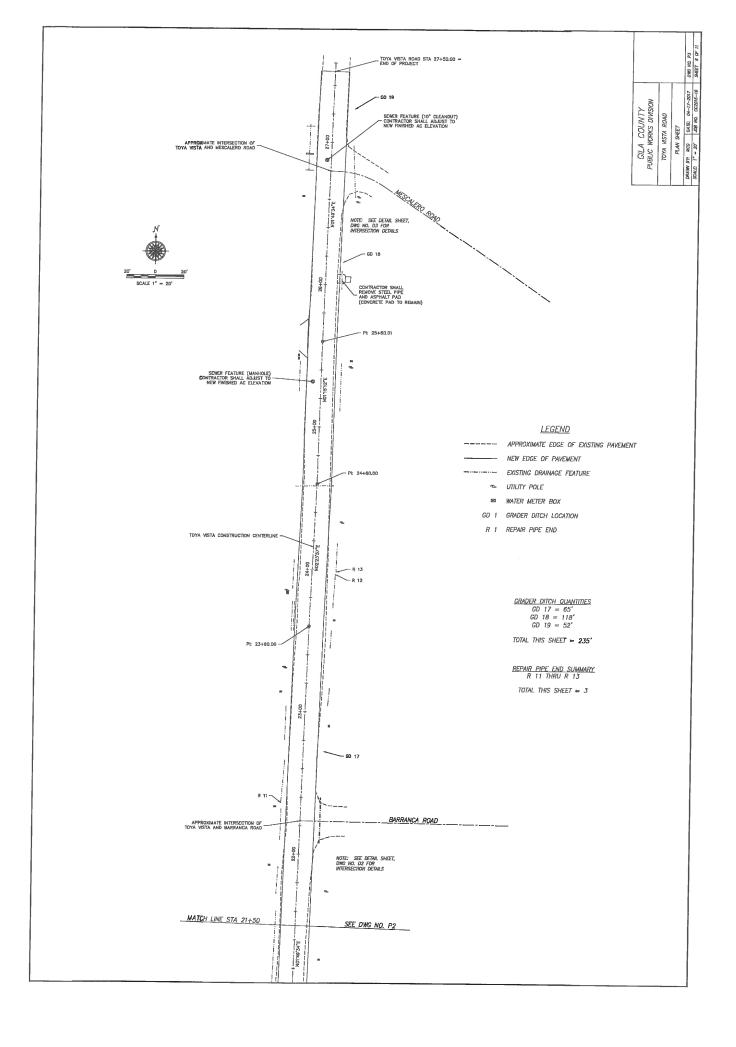
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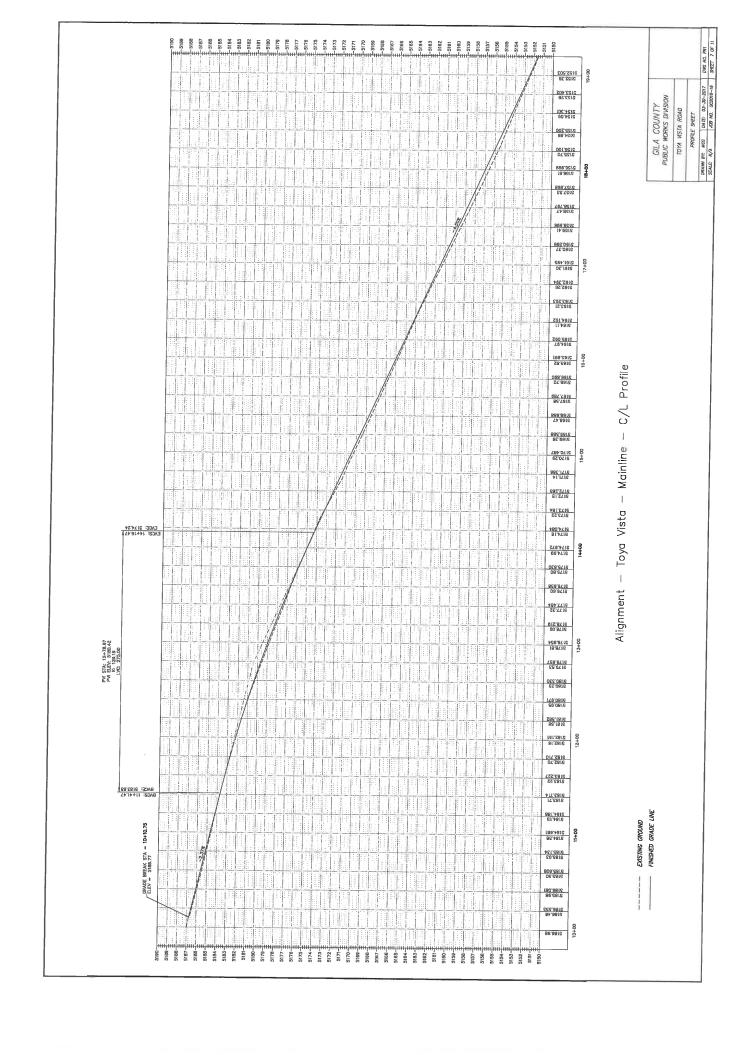


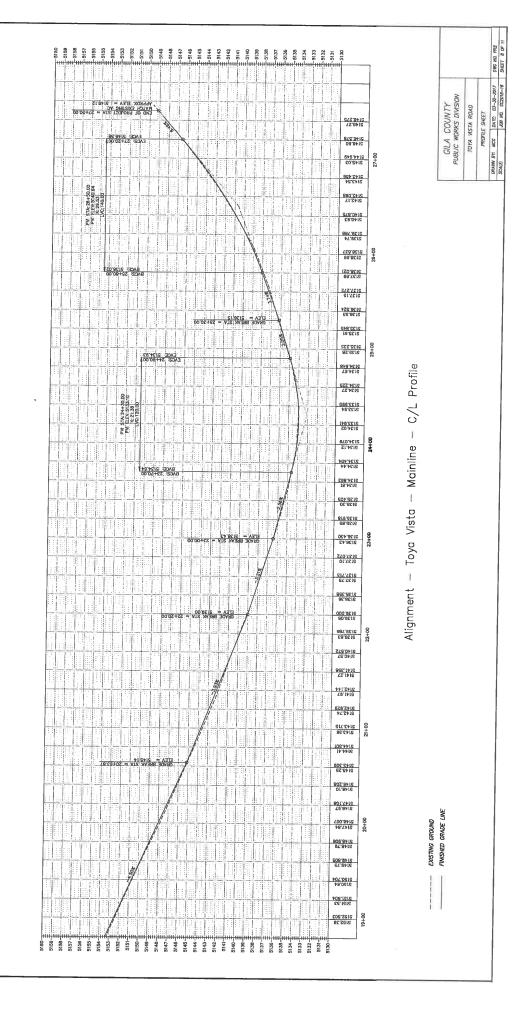


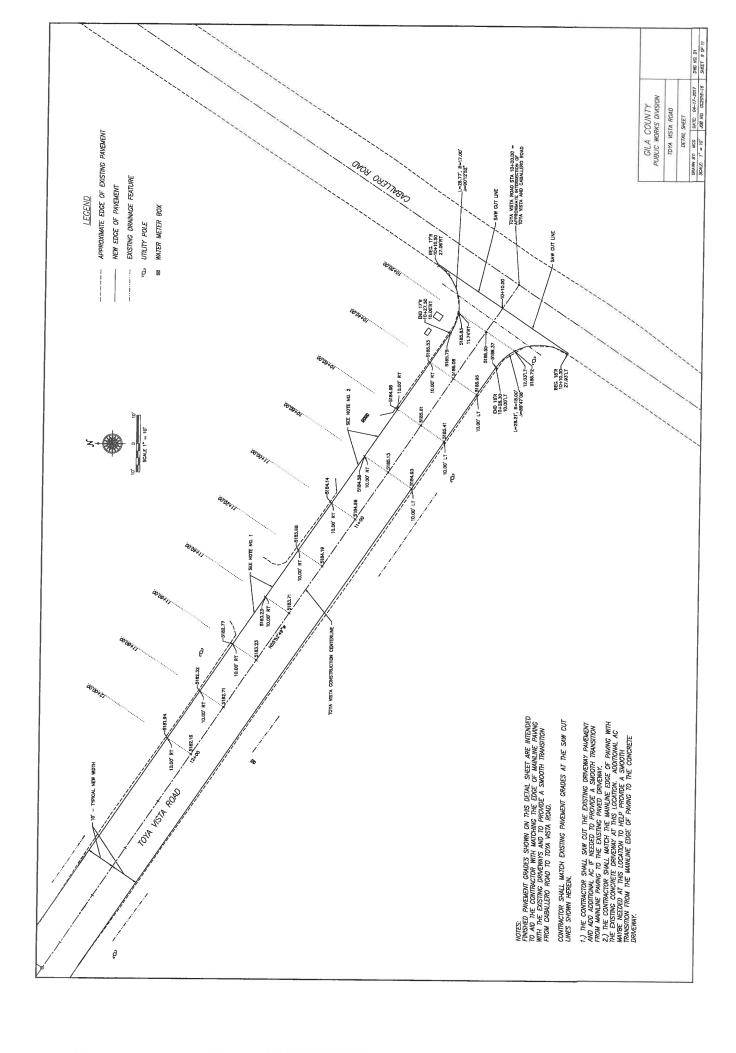


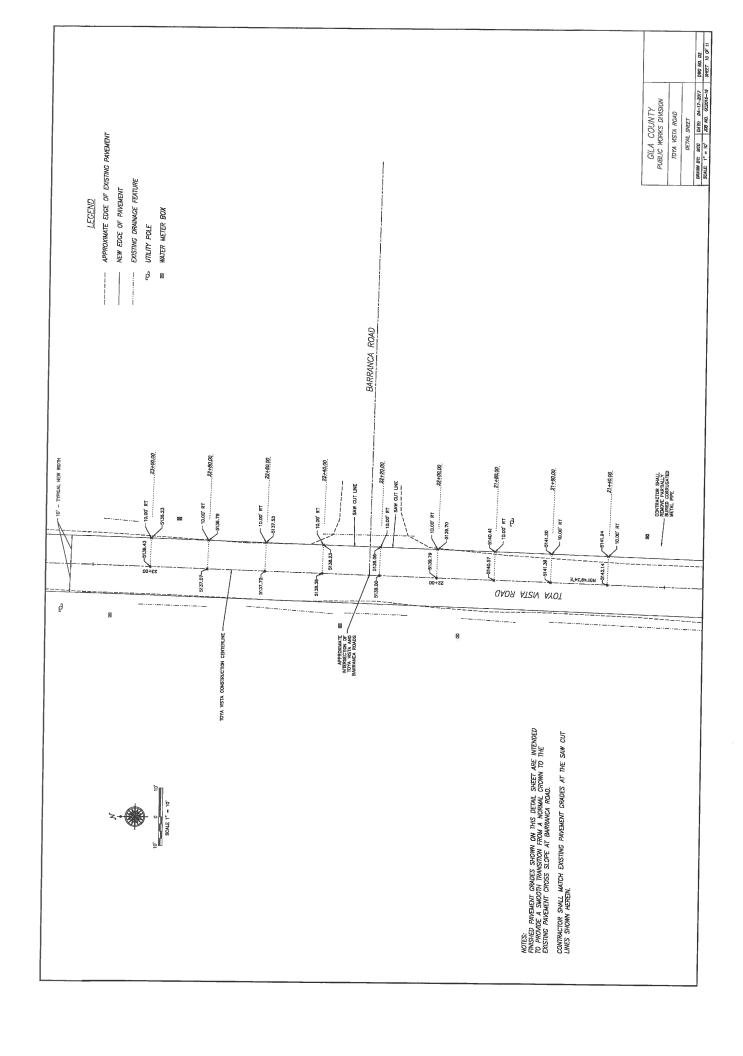


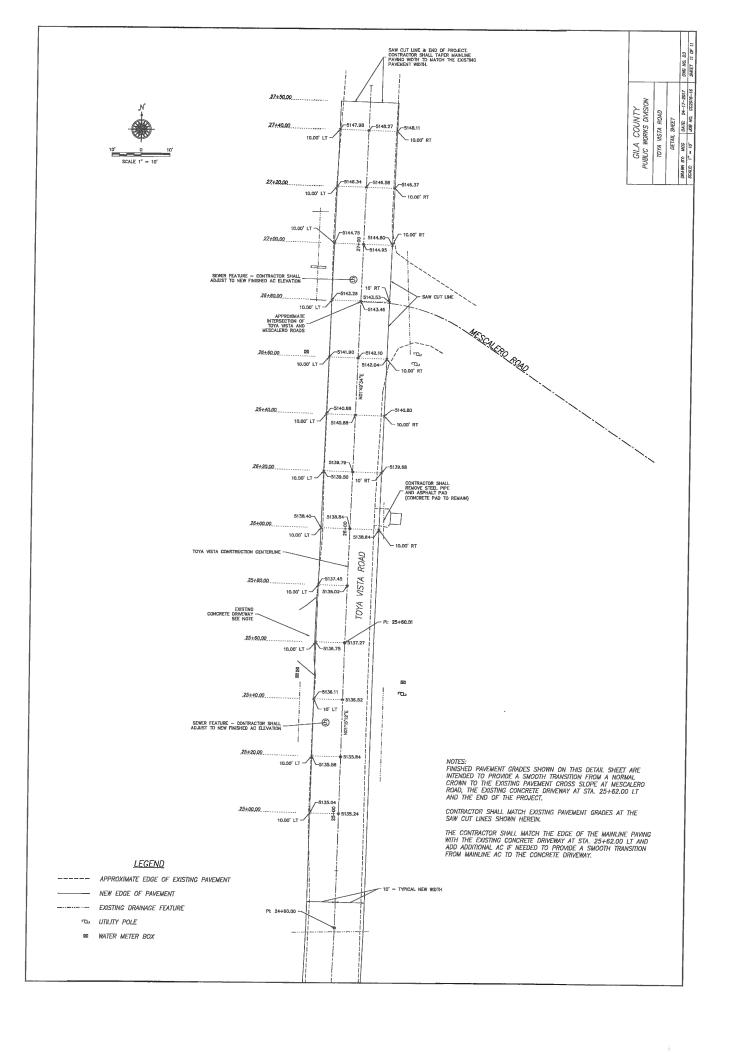












# STATE OF ARIZONA

License No. ROC Tegistrar of Contractors Office of the

290160

This is to Certify That

Mangum Civil Constructors Inc

DBA (if arry)

Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

K

## General Engineering

Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, on 02/21/2014

pedistrar or



DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS



### Mangum Civil Constructors, Inc.

### **Company Profile & Summary**

Presented to:

Gila County
ATTN: Procurement Dept.
1400 East Ash
Globe, Az. 85501

Re: Mangum Subcontractor Qualification

Procurement Dept.,

Please see the following company profile and summary. Mangum Civil Constructors, Inc. offers a full range of construction and technical services in the construction and telecommunication industry. Mangum Civil Constructors is an "In-House" builder with its own civil, tower, antenna & coax, ac/dc power plant, battery and fiber crews that offer full turnkey solutions. Mangum crews are very familiar with various Government and Private sector projects and have built numerous sites in the desert southwest and Maine.

We thank you for your time and consideration.

he plan

Luke Plante, Managing Partner

Mangum Civil Constructors, Inc.

**Average Total Employees: 20 - 30** 

Primary Line of Business: Construction Site Deployment & Development

Website: www.mangum-civil-constructors.com

Incorporated: 2011

Office Locations: Arizona

Current State Licensing: Arizona, Utah, New Mexico & California.

Project Performance Locations: Arizona, Utah, California, Colorado, Maine, New

Mexico, & Texas

LICENSING	
State	License # / Class
State of Arizona	License #: ROC290160  Class: A-1 – General Engineering License
State of New Mexico	License #: 373068  Class: GB-98 – General Building Contractor
State of Utah	License #: 6180242-5501
	Class: S260
	License #: 8794962-5551
	Class: E100
State of	License #: 956151
California	Class: A – General Engineering Contractor

### **Management Directory & Key Personnel:**

- Luke Plante, Civil Division Manager, Vice President / Secretary
- Christopher J. Cordell, President / Treasurer
- Jennifer Cordell, Project Manager
- Terry McDermott, Construction Project Manager
- Sean Ruggles, DC Division Manager
- Jacob Mills, Fiber / Microwave Division Manager
- Jennifer Cordell, Project Manager / Environmental Specialist

### **Business Profile:**

The Mangum Group offers a full range of construction and technical services in the construction industry and are an "In-House" builder with our own civil, tower, ac/dc and fiber crews. Mangum offers a full turnkey solution for all of your civil needs. The Mangum Group is a financially stable firm, with experienced and qualified personnel in all aspects of our services. We take pride in our workmanship and it is our goal on every job to offer our clients a clean, top quality finished product, completed on time and in a safe manner. We also work closely with the customer and project engineers in order to provide the most cost effective method of construction for our customer.

The Mangum team is also uniquely qualified for remote access construction. We have extensive experience working on extremely challenging mountain tops from California to Maine. Mangum owns and operate specialized equipment geared for the challenges remote site construction presents, we have capability's to drill and install rock anchors, a mobile concrete batch plant, and lightweight equipment for sites inaccessible by standard methods, to name a few.

### Past Work Experience:

Mangum Civil Constructors currently working on the APS (Arizona Public Service) EHV Loop Transmission Construction Project with Wilson Construction. Project consisting of road and drainage installation, line crew pull stations grading, dust control watering, SWPPP, and finish grade. The APS EHV Loop Transmission Construction project will provide the electrical transmission infrastructure needed to import additional electricity from power plants in and around the Palo Verde Hub. The project is 70 miles long and

will be constructed on steel towers, from 130 feet to 150 feet tall. The proposed transmission lines will primarily parallel the Southwest Powerlink (SWPL). By providing an additional high-voltage source, the projects will improve reliability of the Phoenix area's APS system. B T & Associates provided materials testing for soils and concrete on 4 laydown yards. Services have been conducted on 18 acres in Tonapah. The project is broken up into (4) transmission lines and (3) substations and expected to be in service by 2016.

<u>Palo Verde – Delaney 500 kV Transmission Line</u>, 15 miles, this project is anticipated to interconnect generation projects at the Delaney switchyard. This line is also one section of a new 500kV path from Palo Verde around the western and northern edges of the Phoenix area and terminating at Pinnacle Peak.

<u>Delaney – Sun Valley 500 kV Transmission Line</u>, 28 miles, this project will serve projected need for electric energy in the area immediately north and west of the Phoenix Metropolitan area. It will increase the import capability to the Phoenix Metropolitan area as well as increase the export/scheduling capability from the Palo Verde area to provide access to both solar and gas resources. The project will also increase the system reliability by providing a new transmission source to help serve the areas in the western portions of the Phoenix Metropolitan area.

Mangum Civil Constructors was the civil contractor for the Magna Walmart. Project consisting of site excavation, structural excavation, underground utilities, concrete, SWPPP, and finish grade.

Mangum Civil Constructors was the civil contractor for the Provo Walmart Remodel. Project consisting of site excavation, structural excavation, underground utilities, demolition, SWPPP, and finish grade.

Mangum Civil Constructors was the civil contractor for the PSEC Riverside County communication project. Project consisting of 10 communication sites with various scopes such as, access roads, foundations, steel erection, building construction, remote site access, SWPPP, and antenna installation.

Mangum Civil Constructor was the civil contractor for the US Customs and Border Protection – El Paso market. Project consisting of 28 communication sites with various

scopes such as helicopter deployment solar site, access roads, foundations, steel erection, remote site access, SWPPP, and antenna installation.

### **Trades List:**

### **Pre-Construction Services:**

- Environmental Due Diligence Includes the completion of Phase 1 Environmental Due Diligence studies and FCC mandated NEPA Checklist studies, including final reports and appendices.
- **Design Services** Includes Fiber Coordination Design, Zoning Drawings, and Construction Drawings.
- Site Acquisition Assistance Including Landowner Research and Communication and Site Identification
- Permitting Assistance in obtaining building permits from local jurisdictions
- **Power Coordination** Coordination with local utility providers to obtain new electrical services and assistance in upgrading existing services

### **AC/DC & Fiber Equipment Installation:**

- Power Plant & Battery Install Installation of batteries, racks, and accessories
  to the highest quality standards. Coordination with other onsite resources to
  ensure timely project completion. Battery replacement and proper disposal with
  EPA accredited recycler. Acceptance Inspection and Testing of batteries
  (Necessary for the reliability and ultimate performance of your batteries). Provide
  all necessary site documentation (Battery Birth/Death Certificates, EMIS and
  Installation/Initialization testing) for warranty purposes.
- Equipment Installation Includes CDMA/TDMA, PCS, GSM, LTE/AWS(xLTE), Single or Neutral Host DAS, and Small Cell. Equipment integration/optimization. Early Telco and Power Coordination, Head end civil construction, ALU 7705/7750 Installations. Full site preps for all technologies. MRO, MCO, SAR-O, SAR-W and PDU's
- **Fiber Equipment Prep & Install** SM, MM and Dark fiber. Pull, clean, prep, and test using certified Exfo equipment, OTDR, Scope and proper cleaning methods. Techs are certified to the highest standards in the industry.
- Back Up Generator Installation Site prep, underground location, grounding, conduit, pad install, Generator set, fencing/block and gates. MTS/ATS install. Generator Prep and Startup.

### **Full Site Development:**

• Civil – Includes Clear & Grub, Site Cut/Fill, Rough and Finish Grading, Road Installation & Improvements

6 | Page

- Excavation Includes: Excavate for Foundations, Import and Place Fill, Compaction, Backfill, Rock Excavation
- **Trenching** Includes: Trenching for Grounding, Power, Telco, LPG, Conduit, Etc.
- **Utility Installation** Includes: Install Sewer, Water, Power, Strom Drain, LPG, Power Conduit, Telco Conduit
- Retaining Systems Includes: Landscaping Rock Retaining Walls, Concrete Retaining Walls, CMU Retaining Walls
- Rock Anchoring System Install Air Track Rock Drill & Compressor, and Remote Access Drilling Capacity (Both Mechanically and Hand Drilling Capability's). Anchor pull testing capabilities
- Interior & Exterior Grounding Experienced with R-56 installation standards. Certified R56 Installers on staff
- Material Delivery and Removal In-House Equipment for import and export of materials
- Equipment Transport In-House capability's for heavy haul (up to 55 tons)
- SWPPP / AQMD Certifications

### Concrete:

- Footings and Foundation Systems Own & operate specialized Footing and Foundation Wall Form Systems, with large scale commercial, residential, and retaining system capabilities
- Tower Foundations Pad & Pier Foundations and Caisson Foundations
- Pad Foundations Installation of Building Pad Foundations, Propane Pads, Generator Pads, Stoops, and Stairs
- Remote Site Concrete Ready Mix Supply Own and operate specialized equipment for the cost effective production of Concrete / Ready Mix in remote areas where concrete is not available and for sites where access is a problem. Capable of supplying mix designs for different concrete strengths. Also, have historical data of concrete supplied in the past.

### **Tower, Antenna & Transmission Line:**

- Tower Erection & Dismantling Trained and qualified Tower Crews
- Antenna and Transmission Line Installation
- FAA Compliant Tower Lighting Systems
- Tower Remediation and Upgrades
- Tower and Site Grounding

- Monopoles, Self-Support, Guy Towers, Water Towers & Roof Top Installation
- Sweep / PIM Testing (testing equipment & certification in house)
- Site Audits and Tower Mapping
- Guy tower plumb and tensioning. Guy wire replacement. TPT report provided

### Solar:

- Remote Site Installation using helicopters
- Solar Panel Racking Installation
- Solar panel(s), combiners, disconnects, rectifiers, etc.. install

### Miscellaneous:

- Remote Site Build In-Place Equipment Shelters
- **Structural Welding & Fabrication** In-House Certified welders, and equipment with specialized welding capabilities
- Existing Building Remodels Upgrades
- Remote Site Equipment & Shelter Delivery Specialized Equipment for the Transport/Delivery of Shelters, Materials to sites that present access challenges
- **Demolition** Equipment equipped with Hydraulic Hammers for rock excavation and concrete demolition, also equipped for removal of debris.
- Utility Coordination (Power & Fiber)
- Tenant Improvements (Full TI Build Outs)

### Field Experience

Project Name: Red Lake Dollar Amount: N/A

Customer: Navajo Tribal Utility Authority (NTUA) Completion Date: 2012

Scope: Tower Foundation, Grounding Install, Equipment pads, and Ice Bridge Install

Project Name: Nashitti Dollar Amount: N/A

Customer: Navajo Tribal Utility Authority (NTUA) Completion Date: 2013

Scope: Tower Foundation and Grounding Install. Tower Erection

Project Name: Hole in the Wall, AZ Dollar Amount: N/A

Customer: Navajo Tribal Utility Authority (NTUA) Completion Date: 2013

**Scope: Tower Erection** 

Project Name: Houck Dollar Amount: N/A

Customer: Navajo Tribal Utility Authority (NTUA) Completion Date: 2013

**Scope: Tower Erection** 

Project Name: Various - Power & Fiber Coordination, DAS Install, DC, Battery & Power Plant

Install Dollar Amount: \$1,209,840.57

Customer: Verizon Wireless Completion Date: Dec. 2014

Subs: Electrical & HVAC Percentage of Work: 75%

Project Name: Various - Communication Site Development & Decommissioning

Dollar Amount: \$1,023,072.00

Customer: TowerCom Technologies Completion Date: On going

Subs: Electrical Percentage of Work: 80%

Project Name: Various – Raw Land Communication Site Development, Structural

Modification, Guyed Tower Inspection & Maintenance, Antenna and Line Install, RET / TMA

Install & GSM Decom (2G & 3G Upgrades)

Dollar Amount: \$959,619.92

Customer: CellularOne Completion Date: On going

Subs: Electrical Percentage of Work: 75%

Project Name:Benson Ridge, NM Dollar Amount: \$109,000.00

Customer: U.S. Customs & Border Protection / SAIC Completion Date: April 2013

Subs: Propane & Electrical Percentage of Work: 60%

Project Name: Dog Springs, NM Dollar Amount: \$248,000.00

Customer: U.S. Customs & Border Protection / SAIC Completion Date: March 2013

Project Name: San Luis Peak, NM Dollar Amount: \$261,500.00

Customer: U.S. Customs & Border Protection / SAIC Completion Date: February 2013

Subs: Propane & Electrical Percentage of Work: 90%

Project Name: Gillespie Peak, NM Dollar Amount: \$266,446

Customer: U.S. Customs & Border Protection / SAIC Completion Date: February 2013

Subs: Propane & Electrical Percentage of Work: 95%

Project Name: Big Hatchet Mountain, NM

Dollar Amount: \$46,000.00

**Customer: U.S. Customs & Border Protection / SAIC** 

**Completion Date: February 2013** 

**Subs: Electrical** 

Percentage of Work: 85%

Project Name: Santa Rosa Peak, CA

**Dollar Amount: \$855,000** 

**Customer: PSEC Riverside County / Motorola** 

**Completion Date: November 2013** 

**Subs: Mechanical, Roofing & Electrical** 

Percentage of Work: 90%

**Project Name: US Custom & Border Protection** 

Dollar Amount: \$1,451,937.00

**P25 Taccom Modernization Houlton, Maine** 

2012 Projects: Clear Lake Mtn, Norway Bluffs, Spencer Mtn, Passadumkeag, Estcourt, Fort

**Kent, Limestone, Forest City** 

Customer: Motorola / US Customs (CBP)

**Completion Date: November 2012** 

Subs: None

Percentage of Work: 70%

Project Name: North Central Region All-Hazards, CO

Dollar Amount: \$240,138.00

2012 Projects: Squaw Mtn, Bellevue

**Customer: Arapahoe County, CO** 

**Completion Date: October 2012** 

**Subs: Klemco Drilling** 

Percentage of Work: 80%

**Project Name: US Customs & Border Protection** 

Dollar Amount: \$1,400,000.00

**P25 Taccom Modernization Project** 

El Paso Focus Area (New Mexico)

**Start Date: December 2011** 

Projects: Antelope Wells, Caballo Peak, Columbus, Davenport, Glenwood Brushy, Jack's Peak, Johnson Mtn, Las Cruces, Little Florida's, Mangas, Mount Taylor, North Oscura Peak, Sandia Peak, Santa Teresa, Socorro Mtn, Tesegue

11 | Page

Customer: SAIC / US Customs (CBP)

**Completion Date: August 2012** 

**Subs: Crane Service Inc, Mountain West Propane** 

Percentage of Work: 75%

Project Name:State of New Mexico DOIT

Dollar Amount: \$155,000.00

**Projects: Cathy Ridge, Alamogordo** 

**Customer: Tower Com** 

**Completion Date: August 2012** 

**Subs: Mountain West Propane** 

Percentage of Work: 70%

**Project Name: US Customs & Border Protection** 

Dollar Amount: \$413,000

**P25 Taccom Modernization Project** 

**Houlton Focus Area (Maine)** 

Start Date: July 2011

Projects: Deer Farm, Easton, Fuller Road, Hamlin, Portage Lake, St. Francis

Customer: Motorola / US Customs (CBP)

**Completion Date: November 2011** 

Subs: None

Percentage of Work: 70%

Project Name: North Central Region All-Hazards, CO

Dollar Amount: \$192,550.00

Projects: Dakota Hill, Miner's Mesa, Silvergulch

**Customer: Arapahoe County, Colorado** 

**Completion Date: October 2011** 

**Subs: Klemco Drilling** 

Percentage of Work: 70%

Project Name: County of Riverside PSEC (California)

Dollar Amount: \$1,150,000.00

Projects: Black Rock, Chuckwalla, Joshua Tree, Santiago Peak, Manifee, Lake Riverside, Ridge

Road

### References

Name: Max Ryden

**Company: Wilson Construction** 

**Title: Project Manager** 

Phone: (480) 266-7074 E-Mail: mryden@wilsonconst.com

Project Description: Palo Verde – Delaney 500 kV Transmission Line & Delaney – Sun Valley

500 kV Transmission Line

Name: Ryan Jenkins

**Company: Verizon Wireless** 

**Title: Construction Manager** 

Phone: (602) 309-8284 E-Mail: Ryan.Jenkins@VerizonWireless.com

Project Description: Microwave Install & Testing, DAS Installation, Power and Utility (Fiber)
Coordination, Antenna and Coax Installs, DC (Battery & Power Plant) Install, Radio Install and

Provisioning, Fiber, PIM and Sweep Testing.

Name: David Barnes

Company: TowerCom Technologies, LLC

**Title: Construction Project Manager** 

Phone: (208) 286-0266, Ext. 105 E-Mail: <u>dbarnes@towercomtechnologies.com</u>

Project Description: State of New Mexico – DoiT. Raw Land / New Site Builds. Included all grading, excavation, foundations, grounding, tower and shelter installations. Propane tank set and plumb, fencing install and site rock. Other SOW includes State of New Mexico – DOIT site decommissioning.





















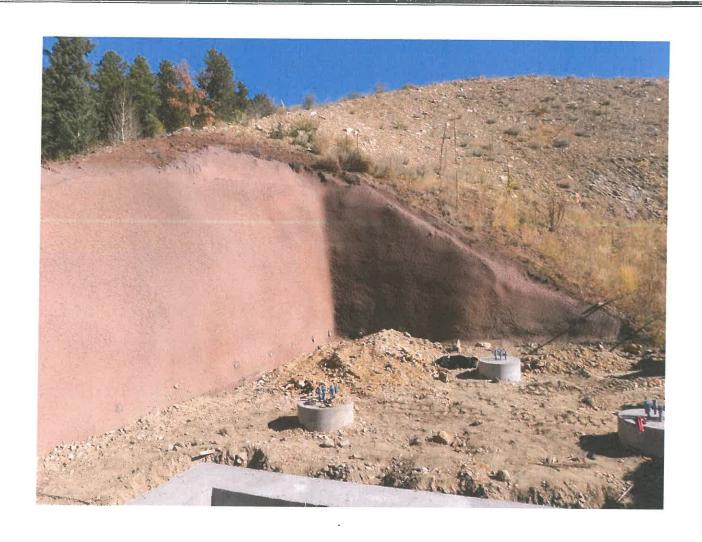
23 | P a g e Mangum Civil Constructors, Inc.
1075 E Salter Dr, Phoenix, Az. 85024 \* Office: 602.466.3926 \* Fax: 602.535.4530

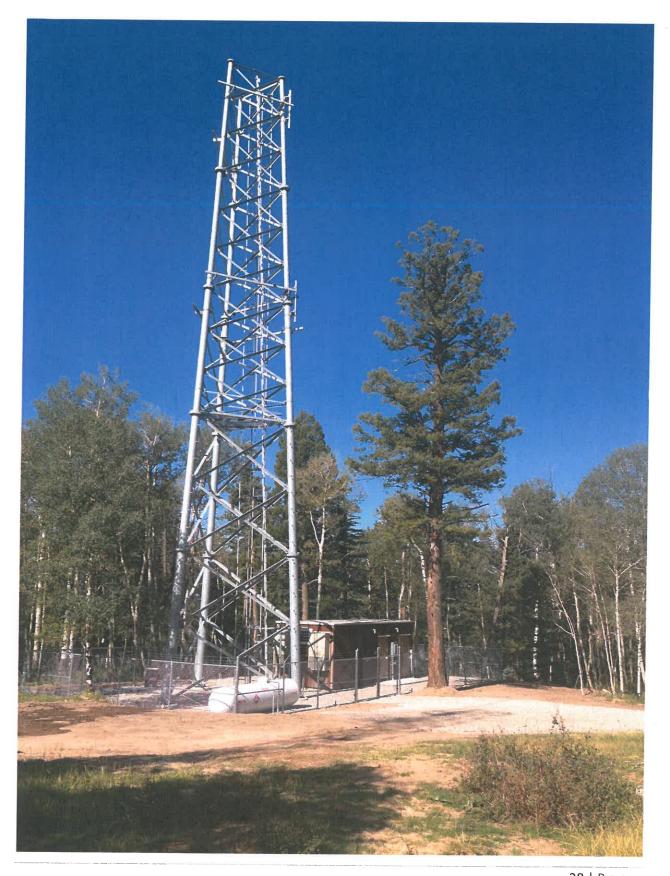




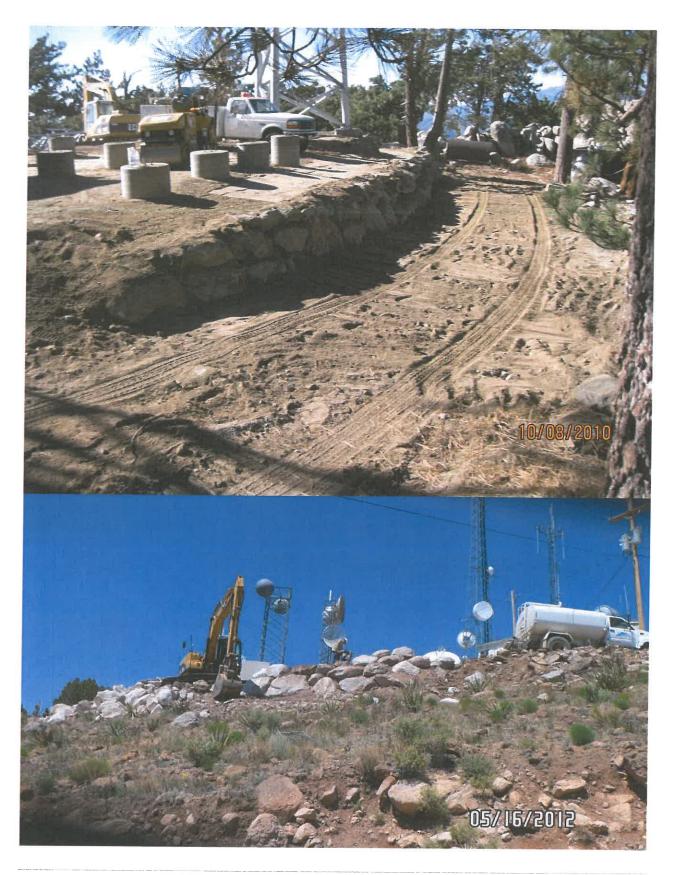


26 | P a g e Mangum Civil Constructors, Inc.
1075 E Salter Dr, Phoenix, Az. 85024 \* Office: 602.466.3926 \* Fax: 602.535.4530





28 | Page



29 | Page









### **Subcontractors**

- Northstar Land Survey
   John Davis
   928-978-3092
- 2. State Constructors, Inc Buddy Randall 928-978-0440 Lic # 074662 & 074663
- 3. Bryco Milling Jack Sawyer 480-244-2133 Lic # 206914



# STATE OF ARIZONA

### STATE BOARD OF TECHNICAL REGISTRATION

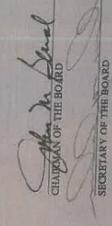
FOR ARCHITECTS, ASSAYERS, ENGINEERS, GEOLOGISTS, LANDSCAPE ARCHITECTS AND LAND SURVEYORS

## JOHN FRANCIS DAVIS

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY, IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE STATE OF ARIZONA AND USE THE TITLE OF

# REGISTERED PROFESSIONAL LAND SURVEYOR

IN WITNESS THEREOF, THE BOARD GRANTS REGISTRATION AND ISSUES CERTIFICATE NUMBER 24516 SUBJECT TO RENEWAL, AND AFFIXES THE SEAL OF THIS BOARD AT PHOENIX, ARIZONA THIS STH DAY OF AUGUST, 1990





Name/ Address/ Phone

Status/ Action

State Constructors Incorporated

CURRENT A-14 | COMMERCIAL | CORPORATION

Class | Type | Entity

Issued/Renewal

RPORATION First Issued: 12/31/1987

Renewed Thru: 08/31/2018

318 W Aero Dr

Payson, AZ 85541-5405 Phone: 602

License Class & Description A-14 ASPHALT PAVING

Comments

• [TEMP LIC ISSUED 7/87]

### Qualifying Party and Personnel

Ma iii

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not necessarily associated with this license.

Name	Claude A Randall		Name Tammy Lee Randall
Position	QP/OFFICER	Qual. Date 12/31/1987	Position OFFICER
Name	Carl Derwin Randall		
printer to the party to provide the printer		ivation Date 03/15/1993	

### 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	11	VIOLATION IVA	and totals. Open	adjunication sor	ne compra	nines are round to be t	viulout ment and are dismissed.	
Disciplined:	0	This is the m	umber of complain	ts that resulted i	n disciplin	ne against this contra	TOTO.	and the contraction was represented in the contraction of the contract
Resolved/Settled/ Withdrawn:	wed/Settled/ 0 This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complaints		mplainant					
Denied Access:	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.				actor was			
Bankruptcy:	0	This is the nu	mber of complain	ts against this co	intractor ti	hat were closed becar	use the contractor is in bankruptcy.	Principles of a label of Depth / December 1987 and
				Во	nd [ 1 ]	Information	How to collect from a lic	ense bond
Number		Effe	ctive	Amount	Paid	Available	Company	Notes
14490291		07/16	72012	\$5,000.00	\$0.00	\$5,000.00	WESTERN SURETY COMPANY**	
	2707034874		ob.	Во	nd [ 2 ]	Information		A STATE OF BUT OF STATE OF STA
Number		Effective	Cancelled	Amount	Paid	Available	Company	Notes
AG3348	0	7/02/2001	07/24/2003	\$5,000.00	\$0.00	\$5,000.00	CONTRACTORS BONDING & INS CO	The later than the same party and the
			-	Во	nd [3]	Information		enne ere france an energia.
Number		Effective	Cancelled	Amount	Paid	Available	Company	Notes
LPM 0132882	0	7/31/1987	06/05/2003	\$5,000.00	\$0.00	\$5,000,00	FRONTIER INSURANCE COMPANY	1

Name Derek Glen Kennedy  Position QP/OFFICER Qual. Date 05/12/2005 Position FORMER QP/None Inactivation Date 07/02/2  Complaint Information  Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or disminare not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) 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 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.	Contractor		License			
Bryco Asphalt Milling Inc 1959 S Power Rd Ste 103-375 Mesa, AZ 85206-3768 Phone:  License Class & Description   CR-5 CONCRETE AND ASPHALT CUTTING, GRINDING OR REMOVAL   Comments    Suspended Lack of Bond 07/13/2013 - 08/21/2013  • [QP RESIGN DP 7/20/07]    Qualifying Party and Personnel	Name/ Addre	ss/Phone	Status/ Action	Class   Type   Entity	Issued/Renewal	
Comments  • [SUSPENDED LACK OF BOND 07/13/2013 – 08/21/2013] • [QP RESIGN DP 7/20/07]  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 necessarily associated with this license.  Name Derek Glen Kennedy  Position QP/OFFICER  Qual. Date 05/12/2005 Position FORMER QP/None Inactivation Date 07/02/2  Complaints Information  Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismit 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), 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 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.	1959 S Power Rd Ste Mesa, AZ 85206-376	e 103-375	CURRENT	The same of the sa		
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第一年 1 日本 1 日	Disciplined: 0	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 complaint after issuance of a corrective work order or formal citation.	Resolved/Settled/ Withdrawn:					
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.	Denied Access: 0	ng performed because the contractor was				
Bankruptcy: 0 This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.	Bankruptey: 0	Bankruptcy: 0 This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.			bankruptcy.	

Number

66155743

Number

RSB4078720

Effective

08/21/2013

Cancelled

07/13/2013

Effective

05/12/2005

Amount

\$6,750.00

Amount

\$2,500.00

Bond [

Paid

\$0.00

Paid

\$0.00

Available

\$6,750.00

Available

\$2,500.00

2] Information

Company

Auto Owners Insurance Company

Company

RLI INSURANCE COMPANY

Notes

Notes

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### GILA COUNTY REQUEST FOR INVITATION FOR BIDS

### TOYA VISTA ROAD IMPROVEMENT PROJECT

### BID CALL 052217

### BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



\*BOARD OF SUPERVISORS\*

Tommie C. Martin, Chairman

Timothy Humphrey, Vice Chairman

Woody Cline, Member

\*COUNTY MANAGER\*
John Nelson.

\*PUBLIC WORKS DIRECTOR\*
Steve Sanders



### INVITATION FOR BIDS BID CALL NO. 052217

Sealed bids will be received by Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501, until 4:00 P.M. (AZ Time), Thursday July 13, 2017 for the Toya Vista Road Improvement Project Bid No. 052217, GILA COUNTY, ARIZONA, in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.

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

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

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "TOYA VISTA ROAD IMPROVEMENT PROJECT, ARIZONA BID CALL NO. 052217". All Bids shall be mailed or delivered to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501. Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

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

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

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

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

Dates advertised in the Arizona Silver Belt: June 28, 2017 and July 05, 2017

Signed: \_\_\_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_

Tommie C. Martin, Chairman of the Board of Supervisors

Signed: \_\_\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_\_

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

### NOTIFICATION TO BIDDERS

### **BIDDERS ARE HEREBY NOTIFIED:**

- 1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. No forms shall be detached from the bid packet. The proposal must include the entire bid packet, in triplicate, and the following forms, all with original signatures, must accompany the bidders proposal:
  - Bid Proposal (pages 62 to 64)
  - Bid Schedule (pages 65 to 66)
  - Surety (Bid) Bond (page 67)
  - Qualification & Certification Form (pages 68 to 69)
  - Reference List (pages 70)
  - Affidavit of Non-Collusion (page 71)
  - Subcontracting Certification (page 72)
  - Check List & Addenda Acknowledgment (page 73)
  - Contract (pages 74-80)
  - Contract Performance Bond (page 81)
  - Labor and Materials Bond (page 82)
  - Contract Performance Warranty (page 83)
  - IRS W-9 Form (W-9)

Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.

- 2. <u>Proposal Guaranty</u> -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. <u>Delivery of Proposal</u> Each bid shall be sealed and plainly marked "Bid No. 052217 "-Toya Vista 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, July 13, 2017, 4:00 P.M. on the date specified herein, to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. No bids will be accepted after 4:00 P.M. AZ Time, Monday, July 13, 2017.
- 4. <u>Rejection of Bids</u> -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

<u>Public Works Division</u>

745 North Rose Mofford Way
Globe, Arizona 85501

- 6. <u>Arizona Contractor's License</u> 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. <u>Bid Opening Information</u> "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 <a href="mailto:bhurst@gilacountyaz.gov">bhurst@gilacountyaz.gov</a> in writing (phone: 928-402-4355, fax: 928-402-4386) submitted no later than 4:00 P.M., AZ time, on Friday, July 07, 2017. A response will be issued to all plan holders no later than 4:00 P.M., AZ time, on Tuesday, July 11, 2017.

### **TABLE OF CONTENTS**

### **SPECIAL PROVISIONS**

SPECIFICATIONS	8
GENERAL REQUIREMENTS	8-9
SECTION 101 DEFINITIONS AND TERMS	9-13
101-02 DEFINITIONS	9-13
SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS	10
102-04 CONTENTS OF PROPOSAL FORMS	13
THE STATE OF TROPOSAL FORMS	
102-05 ISSUANCE OF PROPOSAL FORMS	14
102-07 EXAMINATION OF PLANS SPECIFICATIONS AND SITE OF WORK	14
102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK	14
102-10 IRREGULAR PROPOSALS	15
102-11 DELIVERY OF PROPOSALS	15
102-11 DELIVERY OF PROPOSALS	15
102-13 WITHDRAWAL OR REVISION OF PROPOSALS	16
102-15 PUBLIC OPENING OF PROPOSALS	16
102-15 PUBLIC OPENING OF PROPOSALS	16
102-GC2 PROTESTS	16
101 002 TROTESTS	16
SECTION 103 AWARD AND EXECUTION OF CONTRACT	15
103-01 CONSIDERATION OF PROPOSALS	17
103-04 AWARD OF CONTRACT	
103-05 CANCELLATION OF AWARD	1/
103-06 RETURN OF PROPOSAL GUARANTY	1/
103-07 REQUIREMENT OF CONTRACT BONDS	1/
103-08 EXECUTION OF CONTRACT	18
103-GC1 APPROVAL OF CONTRACT	18
103-09 FAILURE TO EXECUTE CONTRACT	18
The state of the s	18
SECTION 104 SCOPE OF WORK	18
104-01 INTENT OF CONTRACT	10
104-02(A) ALTERATION OF WORK AND QUANTITIES	10
104-02(B) OMITTED ITEMS	19
104-02(C) EXTRA WORK	19
104-03 DISPUTE AND RESOLUTION	19
104-04 MAINTENANCE OF TRAFFIC	20
104-05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK	∠1
104-08 PREVENTION OF AIR AND NOISE POLLUTION	
104-09 PREVENTION OF LANDSCAPE DEFACEMENT; PROTECTION OF STREAMS, I	22
RESERVOIRS	-AVES AND
104-10 CONTRACTOR'S RESPONSIBILITY FOR WORK	∠∠

104-14	FINAL CLEAN UP	22
SECTION	105 CONTROL OF WORK	23
105-03		າວ
105-04	CONFORMITY WITH PLANS AND SPECIFICATIONS	25
105-06	COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS	27
105-07		24
105-08		24
105-09	COOPERATION BETWEEN CONTRACTORS	24
105-10	CONSTRUCTION STAKES, LINES AND GRADES	24
105-11	AUTHORITY AND DUTIES OF INSPECTORS	24
105-12		24
105-13	REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK	25
105-14	LOAD RESTRICTIONS	25
105-15	MAINTENANCE DURING CONSTRUCTION	25
105-16	FAILURE TO MAINTAIN THE WORK	26
105-18	OPENING SECTIONS OF THE WORK TO TRAFFIC	26
105-20	ACCEPTANCE	27
105-20	A) PARTIAL ACCEPTANCE	27
105-20	B) FINAL ACCEPTANCE	27
105-GC	1 CONSTRUCTION SCHEDULE	27
105-GC	2 NEGOTIATIONS	27
105-21	CLAIMS FOR ADJUSTMENT AND DISPUTES	22
SECTION 1		
	.07 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC	
107-01	LAWS TO BE OBSERVED	32
107-02	PERMITS, LICENSES, AND TAXES	32
107-03	PATENTED DEVICES, MATERIALS, AND PROCESSES	32
107-07	SANITARY, HEALTH, AND SAFETY PROVISIONS	32
107-08	PUBLIC CONVENIENCE AND SAFETY	33
107-09	BARRICADES, WARNING SIGNS AND HAZARD MARKINGS	33
107-11	PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE	
107-13	RESPONSIBILITY FOR DAMAGE CLAIMS	34
107-14	CONTRACTORS INSURANCE	34
	THIRD PARTY BENEFICIARY CLAUSE	
107-15		
107-16	CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES	
107-17	PERSONAL LIABILITY OF PUBLIC OFFICIALS	42
		42
SECTION 1	PERSONAL LIABILITY OF PUBLIC OFFICIALS	42
<b>SECTION 1</b> 108-01	PERSONAL LIABILITY OF PUBLIC OFFICIALS  NO WAIVER OF LEGAL RIGHTS  PROSECUTION AND PROGRESS	424242
	PERSONAL LIABILITY OF PUBLIC OFFICIALS  NO WAIVER OF LEGAL RIGHTS  PROSECUTION AND PROGRESS  SUBLETTING OF CONTRACT  NOTICE TO PROCEED	42 42 42 42
108-01	PERSONAL LIABILITY OF PUBLIC OFFICIALS  NO WAIVER OF LEGAL RIGHTS  PROSECUTION AND PROGRESS  SUBLETTING OF CONTRACT  NOTICE TO PROCEED	42 42 42 42
108-01 108-02	PERSONAL LIABILITY OF PUBLIC OFFICIALS  NO WAIVER OF LEGAL RIGHTS  PROSECUTION AND PROGRESS  SUBLETTING OF CONTRACT  NOTICE TO PROCEED  PROSECUTION AND PROGRESS	42 42 42 43
108-01 108-02 108-04	PERSONAL LIABILITY OF PUBLIC OFFICIALS  NO WAIVER OF LEGAL RIGHTS  D8 PROSECUTION AND PROGRESS  SUBLETTING OF CONTRACT  NOTICE TO PROCEED  PROSECUTION AND PROGRESS  LIMITATION OF OPERATIONS	
108-01 108-02 108-04 108-05	PERSONAL LIABILITY OF PUBLIC OFFICIALS  NO WAIVER OF LEGAL RIGHTS  PROSECUTION AND PROGRESS  SUBLETTING OF CONTRACT  NOTICE TO PROCEED  PROSECUTION AND PROGRESS	

108-GC1 TEMPORARY SUSPENSION OF THE WORK	15
108-08 DETERMINATION AND EXTENSION OF CONTRACT TIME	45 45-46
108-09 FAILURE TO COMPLETE ON TIME	47
108-10 DEFAULT AND TERMINATION OF CONTRACT	/17
108-GC2 TERMINATION OF CONTRACT FOR NATIONAL EMERGENCIES	/18
SECTION 109 MEASUREMENT AND PAYMENT	49
109-01 MEASUREMENT OF QUANTITIES	10
109-02 SCOPE OF PAYMENT	49
109-03 COMPENSATION FOR ALTERED QUANTITIES	
109-04 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK	50
109-05 PAYMENT FOR OMITTED ITEMS	5U
109-09 ACCEPTANCE AND FINAL PAYMENT	51
SECTION 201 CLEARING AND RUBBING	53
SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	Eo
SECTION 203 GRADER DITCH	5.1
SECTION 205 GRADING ROADWAY FOR PAVEMENT	5/1
SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES	54
SECTION 345 ADJUST UTILITY FRAMES, COVERS & VALVE BOXES	5/1
SECTION 403 ASPHALTIC CONCRETE HOTPLANT REQUIREMENTS	5/1
SECTION 404 BITUMINOUS TREATMENTS	
SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL)	EC E0
SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC	50-58
SECTION 810 EROSION CONTROL AND POLLUTION PREVENTION	59
SECTION 901 MOBILIZATION	59
SECTION 921 REPAIR PIPE ENDS	
SECTION 923 PLACEMENT OF PORTLAND CEMENT	
SECTION 924 FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS)	62
SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT	62
SECTION 1005 BITUMINOUS MATERIALS	62
SECTION TO STATE MATERIALS	62
CONTRACT FORMS	
PROPOSAL	
PROPOSAL	Pages 64-67
BIDDING SCHEDULE	Pages 68-69
SURETY (BID) BOND	Page 70
QUALIFICATION AND CERTIFICATION	Pages 70-71
REFERENCE LIST	Page 73
AFFIDAVIT OF NON-COLLUSION	Page 74
SUBCONTRACTOR CERTIFICATION	Page 75
CHECKLIST AND ADDENDA ACKNOWLEDGMENT	Page 76
CONTRACT	Page 77 92
CONTRACT PERFORMANCE BOND	Dago 94
LABOR AND MATERIALS BOND	Daga OF
CONTRACT PERFORMANCE WARRANTY	Page 86
IRS W-9 FORM	-0
APPENDIX A – REFERENCED MAG STANDARD DETAILS AND SPECIFICATIONS	
APPENDIX B - PROJECT PLANS	

### SPECIAL PROVISIONS FOR MESA DEL CABALLO SUBDIVISION (TOYA VISTA ROAD) IMPROVEMENT PROJECT

The proposed work is located in the northern part of Gila County, within the subdivision known as Mesa Del Caballo, which is approximately 2 miles north of the Town of Payson. The work for this improvement project will be performed on Toya Vista Road. The work consists of the removal of the existing pavement surface and base material, the installation of new asphaltic concrete pavement and aggregate base material and other incidental work as shown on the project plans 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, 2015 Edition.

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

Wherever reference in the above cited Standard Specifications is made to MAG or ADOT it shall refer to Owner as defined in Section 101-02 herein 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 **sixty (60)** 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

<u>ADOT STANDARD SPECIFICATIONS.</u> 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.

<u>BIDDER.</u> 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.

<u>CERTIFIED FLAGGER.</u> 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.

<u>CHANGE ORDER.</u> 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.

<u>CONSTRUCTION LIMITS.</u> 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.

<u>CONTRACT TIME</u>. 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.

<u>CONTRACTOR.</u> 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.

<u>CONTRACTOR'S ENGINEER.</u> 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.

<u>**DEPARTMENT.**</u> 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.

<u>MUTCD.</u> 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".

<u>OWNER'S ENGINEER.</u> 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.

<u>PLANS.</u> 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.

<u>SPECIFICATIONS.</u> 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.

<u>SUPERINTENDENT.</u> 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.

<u>SUPPLEMENTAL AGREEMENT.</u> 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.

<u>WORK.</u> 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.

<u>OVERTIME HOURS.</u> 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.

<u>OWNER'S INSPECTOR'S OVERTIME PAY.</u> 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 (3<sup>rd</sup>) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III

Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contact time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

# 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.

<u>Contractor Safety Tailgate Meetings</u>: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

<u>Accident/Injury Procedure:</u> 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.

<u>Unsafe Acts:</u> 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.

<u>Safety Audits:</u> 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.
- (I) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

#### (3) Sewage Discharge Prevention Plan Approval:

The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit comments from the owner/operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107-15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

#### (D) Service Connections:

#### (1) General:

In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

#### (2) Unidentified Water and Sewer Connections:

The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

## (E) Repairing Damaged Lines:

When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in Subsection 107-15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner/operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

#### (F) Sewage Discharge Damage Assessments:

The Department will assess liquidated damages in accordance with the Table 1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 for late completion of the project.

Liquidated damages assessed by the Department will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

Table 1  Liquidated Damages		
Volume of Discharge	Raw Sewage or Industrial	Treated
	Wastewater	Effluent
Less than 10,000	\$5,000.00	\$1,000.00
gallons		
10,000-99,999	\$10,000.00	\$2,000.00
gallons		
100,000-1 million	\$25,000.00	\$3,000.00
gallons		
Greater than 1	\$40,000.00	\$5,000.00
million gallons		

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) <u>Labor</u>. 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) <u>Insurance and Taxes</u>. 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) <u>Materials</u>. 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) <u>Equipment</u>. 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) <u>Miscellaneous</u>. 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) <u>Comparison of Records</u>. 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) <u>Statements</u>. 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 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 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 422, 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	Approximate Tack Coat Application Rates: Gallons / Square Yard	Payment	
Bituminous Material	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	Factor
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.

A thickened asphalt edge will be required throughout the project and where new pavement matches existing pavement and shall be constructed per MAG Standard Detail 201, Type A (See Appendix A). The cost of constructing each thickened asphalt edge shall be considered included in the cost of Bidding Item No. 409.

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

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

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

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

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

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

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

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

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

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

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

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 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

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

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

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

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

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

#### SECTION 810 EROSION CONTROL AND POLLUTION PREVENTION:

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

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

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

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

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

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 Basis Of Payment				
\$	Contract			
		25% of the lump sum price for		
0 - 5,000,000	12% *	mobilization or 3% of the original		
		contract amount, whichever is less.		
		25% of the lump sum price for		
5,000,000 +	10% *	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 921 REPAIR PIPE ENDS**

**921-1 Description:** The work under this section shall consist of repairing the damaged ends of the pipe culverts shown on the project plans to be repaired. Repairing shall involve the reestablishing of the opening of the pipe by methods approved by the Engineer.

921-2 Blank

921-3 Blank

**921-4 Method of Measurement:** Repair pipe ends will be measured as a unit for each culvert end repaired.

**921-5 Basis of Payment:** Payment for repair pipe ends, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for furnishing all

labor, materials and equipment, and performing all operations in connection with the repairing of the damaged ends of the pipe culverts shown on the project plans to be repaired.

#### SECTION 923 PLACEMENT OF PORTLAND CEMENT

- **923-1 Description:** The work under this section shall consist of furnishing and applying Portland cement onto the finished subgrade surface just prior to the placement of the aggregate base course at the locations directed by the Engineer.
- **923-2** Materials: Portland cement shall conform to the requirements of ASTM C 150 for Type II, III, or V.
- **923-3 Application:** Portland cement shall be spread evenly onto the subgrade surface just prior to the placement of the aggregate base course at a rate of approximately 1 pound per square foot.

Care should be taken not to allow the cement powder to drift beyond the limits of placement.

- **923-4 Method of Measurement:** Placement of Portland cement will be measured by the square foot of ground surface treated.
- **923-5 Basis of Payment:** Payment for Placement of Portland cement, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for furnishing all labor, materials and equipment, and performing all operations in connection with the placement of Portland cement, complete in place.

#### 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.



# \*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
<b>Contract Performance Warranty</b>	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. 052217 Toya Vista Road Improvement Project**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of EW Parker Enterprises W.C. POROX 1393

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.

#### Proposal continued...

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

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

if by a Corporation:		
(SEAL)		
Corporate Name:		
Corporate Address:		
Incorporated under the laws of the State of :		
By (Signature):	Date:	
President:		
Secretary:		
Treasurer:		

#### **BIDDING SCHEDULE (BS-1 to BS-2)**

# TOYA VISTA 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: EW Packer Enterprises LLC
TOTAL CONTRACT PRICE, for the sum of \$ 229,294. 50
WRITTEN TOTAL CONTRACT PRICE
o Hundred Twesty Thousand Two Hundred Ninety Four Dollars
and <u>CEFTY</u> 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	10,000,00
202	Removal of Structures and Obstructions	L.SUM	1	34,292	034,2920
203	Grader Ditch	L.FT	1,047	2.50	2,617.50
205	Grading Roadway for Pavement	SQ.YD.	4,000	2.25	9,000.00
303	Aggregate Base, Class 2	CU.YD.	617	30.00	18,510.00
345	Adjust Utility Frames, Covers & Valve Boxes	EACH	4	2,250,00	
409	Asphaltic Concrete (Misc. Structural)	Ton	645	105.00	67,725.00
701	Maintenance and Protection of Traffic	L.SUM	1	7,400.00	7,400.00
810	Erosion Control and Pollution Prevention	L.SUM	1	2,500,00	2,500.00
901	Mobilization	L.SUM	1	20,000.00	20,000.00
921	Repair Pipe Ends	EACH	13	600.00	7,800.00
923	Placement of Portland Cement	SQ.FT.	11,280	.75	8,460.00
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	\$18,000.00	\$18,000.00
925	Construction Surveying and Layout	L.SUM	1	13,990.08	13,990.00

**Total Base Bid** 

229,294.50



### **OLD REPUBLIC**

Old Republic Surety Company Old Republic Insurance Company Bituminous Casualty Corporation

#### **BID BOND**

The American Institute of Architects, AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that v	We E.W. Parker Enterprises LLC
as Principal, hereinafter called the Principal, and as Surety, hereinafter called the Surety, are held as	
as Obligee, hereinafter called the Obligee, in the su	nm of10% of Bid
	e made, the said Principal and the said Surety, bind cessors and assigns, jointly and severally, firmly by
WHEREAS, the Principal has submitted a bid for	Toya Vista Road Improvement Project
a Contract with the Obligee in accordance with the may be specified in the bidding or Contract Docuperformance of such Contract and for the proper prosecution thereof, or in the event of the failure bond or bonds, if the Principal shall pay to the Obletween the amount specified in said bid and such	he bid of the Principal and the Principal shall enter into the terms of such bid, and give such bond or bonds as ments with good and sufficient surety for the faithful apt payment of labor and material furnished in the of the Principal to enter such Contract and give such bligee the difference not to exceed the penalty hereof the larger amount for which the Obligee may in good fork covered by said bid, then this obligation shall be deffect.
Signed and sealed this 6th day of	July , 2017
Witness	By:
James Witness	By: Surety (Seal)  Attorney-in-Fact  Monti Hancock; Attorney-in-Fact

ORSC 21328 (5/97)



#### **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 of 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.

ffixed this 9TH	day of AUGUST, 2016.  All Sections Herring	S S S S S S S S S S S S S S S S S S S	OLD REPUBLIC SUI	RETY COMPANY
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			A 1. 10 L.11	
On this 9TH	day of AUGUST, 2016	, personally came before me,	Alan Pavlic	and
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Jane E Cherney instrument, and they each a	, to me known to be cknowledged the execution of the sam	the individuals and officers of the OLI e, and being by me duly sworn, did seve	O REPUBLIC SURETY COMPA erally depose and say, that they	ANY who executed the aboare the said officers of the
Instrument, and they each a corporation aforesaid, and they	to me known to be cknowledged the execution of the sam hat the seal affixed to the above instru	the individuals and officers of the OLL e, and being by me duly sworn, did sew ment is the seal of the corporation, and	D REPUBLIC SURETY COMPA erally depose and say; that they that said corporate seal and their	ANY who executed the aboare the said officers of the
Instrument, and they each a corporation aforesaid, and they	to me known to be cknowledged the execution of the sam hat the seal affixed to the above instru	the individuals and officers of the OLI e, and being by me duly sworn, did seve	D REPUBLIC SURETY COMPA erally depose and say; that they that said corporate seal and their	ANY who executed the aboare the said officers of the
Instrument, and they each a corporation aforesaid, and they	to me known to be cknowledged the execution of the sam hat the seal affixed to the above instru	the individuals and officers of the OLL e, and being by me duly sworn, did sew ment is the seal of the corporation, and	D REPUBLIC SURETY COMPA erally depose and say; that they that said corporate seal and their	ANY who executed the aboare the said officers of the signatures as such officers

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

CH

JULY

2017

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.

### 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 undersig	ned
as Principal, hereinafter called the Principal, and	
a corporation duly organized under the laws of the State of	1
as Surety, hereinafter called the Surety, holding a certificat issued by the Director of the Department of Insurance, are hereinafter called the Obligee, in the sum of ten percent (1 County for the work described below, for the payment of wand the said Surety bind ourselves, our heirs, executors, severally, firmly by these presents.	e held and firmly bound unto Gila County as Obligee L0%) of the amount bid, submitted by Principal to Gila Thich sum well and truly to be made, the said Principa
WHEREAS, the Principal is herewith submitting its proposal f	for:
BID NO. 052217, TOYA VISTA ROA	AD IMPROVEMENT PROJECT,
NOW THEREFORE, if the Obligee, acting by and through it Principal and the Principal shall enter into contract with the cand give such bonds and certificates of insurance as may be sufficient surety for the faithful performance of such contract furnished in the prosecution thereof, or in the event of the give such bonds and certificates of insurance, if the Principa the penalty of the bond between the amount specified in Obligee may in good faith contract with another party to obligation is void. Otherwise, it remains in full force and pursuant to the provisions of ARS '34-201, and all liabilities the provisions of the section to the extent as if it were copied	Obligee in accordance with the terms of such proposal be specified in the contract documents with good and act and for the prompt payment of labor and materia failure of the Principal to enter into such contract and I shall pay to the Obligee the difference not to exceed the proposal and such larger amount for which the perform the work covered by the proposal then this effect provided, however, that this bond is executed on this bond shall be determined in accordance with
IN WITNESS WHEREOF, we hereunto set our hands and seals	::
Principal	Surety
Ву	By Attorney-in-Fact
Γitle	Address, Attorney-in-Fact Subscribed and sworn to before me this day of, 20  My commission expires:
	•

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

#### <u>Purpose</u>

a.

C.

reference.

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.

A brief history of the Contractors Firm.

made a full part of this contract by this reference.

#### Contract Number 052217-TOYA VISTA ROAD IMPROVEMENT PROJECT

The applicant submitting this Bid warrants the following:

1.	Name, Address, and Telephone Number of Principal Contractor:
	EW Yarker Enterprises LLC
	Po Box 1292
	- Payson, AZ 85547
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?YesNo. 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)?YesNo. 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 Cost Proposal shall be submitted on the Bid Schedule, attached hereon and

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

- 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: <u>as we changed to</u>
  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: AZROC 192751

Signature of Authorized Representative

Printed Name

Title

PO. Box W Sedona, AZ 86339 Office 928-282-6200 Fax 928-282-7138



830 South Main, Ste. 1-C Cottonwood, AZ 86326 Office 928-634-5511 Fax 928-634-7642

July 12, 2017

Gila County

Re:

E W Parker Enterprises LLC

910 S McLane

Payson, AZ 85541

Policy: Workers Compensation Policy #R2WC864250

To Whom It May Concern,

Our Agency has insured E W Parker Enterprises LLC beginning 05-9-2015. To date they have not had any work comp injuries that we are aware of. They have had continuous coverage since that date. Please contact me with any additional questions regarding their workers' compensation insurance. Thank you so much.

Sincerely,

Linda Smith, CPC, CISR Commercial Service Agent

#### PROPOSED SUBCONTRACTORS

#### Asphalt

Mid-State Asphalt Services LLC Paul Randall – QP PO BOX 536 Pine, AZ 85544 928-978-5728 AZROC 284907

# 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:	Salt River Project
	Contact:	Jesse Dewitt
	Phone:	600-380-4135
	Address:	POBOX 29066 Phoen:x, Az 8 5038
2.	Company:	City of Safford
	Contact:	Hilary Cuerin
	Phone:	928-432-4082
	Address:	405 W. Discovery PKWy Safford, Az 85546
3.	Company:	Thato Apache Tribe
	Contact:	Jer: Decola
	Phone:	928-978,7705
	Address:	25 Torto Apache Roservation Payson, 85541
4.	Company:	Navozache Electric
	Contact:	ESSI Nicholas Heagen
	Phone:	928-337-4414
	Address:	65 N 2 nd W S+ JOHAS, A- 85936
		FW Parker Interpress LLC Name of Business
		Jy L
		Signature of Authorized Representative
		Title Pres

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

STATE OF ARIZONA )
COUNTY OF: )
(Name of Individual) being first duly sworn, deposes and says:
That he is <u>Member</u> Pres
of FW Parker Entry Ses LLC and (Name of Business)
That he is properly prequalified by Gila County for bidding on <b>BID NO. 052217, TOYA VISTA ROAD IMPROVEMENT PROJECT</b> and,
That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:
That neither he nor anyone associated with the said
(Name of Business) EWParker Ent. LLC
has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.
Name of Business  J.  By
TERRI MORRELL-STANCIL  NOTARY PUBLIC - ARIZONA  GILA COUNTY  My Comm. Exp.: October 13, 2019
Subscribed and sworn to before me this 12th day of Tuly, 2017.
Clew Mondel Funcil My Commission expires: [0[[3] 2019
Notary Public ( )

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

At the time of the submission of **Invitation for Bid No. 052217**, 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		
	Member Pres		

Title

#### BIDDERS CHECKLIST (CK-1)

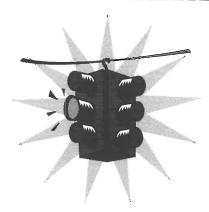
NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this bid. If bidder fails to complete and/or execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

#### **CHECKLIST:**

REQUIRED DOCUMENT	COMPLETED AND EXECUTED		
Proposal			
Bidding Schedule			
Surety (Bid) Bond			
Qualification & Certification Form			
Reference List			
Affidavit of Non-Collusion			
Subcontractor Certification			
Contract			
Bidders Checklist & Addenda Acknowledgment			
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:			
Initials and Date #2 #3	#4 #5		
Signed and dated this day of day of	, 2017.		
EWParker Enterprises LLC CONTRACTOR:			
Le			
B <b>y</b> :			

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: Toya Vista Road Improvement Project, Bid No. 052217. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, July 17, 2017.

### EW PARKER ENTERPRISES LLC



# WE RECOGNIZE THAT SAFETY IS THE RESPONSIBILITY OF EVERYONE!

We communicate our commitment to safety and the environment by making it our number one priority!

EW PARKER ENTERPRISES LLC serves municipalities, energy and construction companies by providing superior-quality services to the highest standards at competitive prices.

Our principals have a history of valuing relationships with their customers. We communicate our commitment to safety, quality, environment and customer appreciation through personal, efficient, consistent and prudent service. Our commitment to our customers is reflected through honest and responsible business practices.

# EW PARKER ENTERPRISES LLC SAFETY MANUAL

#### TABLE OF CONTENTS

# A

ACCIDENT/INCIDENT REPORTING
ASBESTOS EXPOSURE
ASSURED EQUIPMENT GROUNDING CONDUCTOR

# $\mathbf{B}$

BENZENE SAFETY PROGRAM GUIDELINES BLOODBORNE PATHOGEN EXPOSURE CONTROL

### $\mathbf{C}$

CELL PHONE AND TWO-WAY RADIO USAGE CONFINED SPACE ENTRY CRANE SAFETY

### D

DISCIPLINARY ACTION DRIVING SAFETY DRIVER'S AUTHORIZATION

### E

ELECTRICAL SAFETY
EMERGENCY ACTION PLAN
EMPLOYEE SAFETY ORIENTATION
ENVIRONMENT
EQUIPMENT OPERATOR AUTHORIZATION
EXCAVATION SAFETY

## F

FIRE PREVENTION FIRST AID & CPR

### $\mathbf{H}$

HAZARD COMMUNICATION
HEARING CONSERVATION POLICY
HOT WORK PERMIT
HOT WORK PROCEDURES
HOUSEKEEPING
HYDROGEN SULFIDE SAFETY

EFFECTIVE DATE: August 18, 2009

# EW PARKER ENTERPRISES LLC SAFETY MANUAL

 $\underline{\underline{L}}$  LOCKOUT/TAG OUT

MEDICAL POLICY DETAIL
METALS EXPOSURE SAFETY PROGRAM

 $\underline{\underline{P}}$  PERSONAL PROTECTIVE EQUIPMENT

RESPIRATORY PROTECTION

STATEMENT OF SUBSTANCE FREE WORKPLACE SUBCONTRACTOR

# PO BOX 1737 ST. JOHNS, AZ 85936 928-853-7469 PHONE

E W Parker Enterprises LLC was established in 2004 as a General Commercial Contractor Specializing in Overhead and Underground Utility Installation and Repair.

Our Senior Management Staff has an extensive background in Utilities, Engineering, Commercial Construction and Procurement. They are skilled at developing and managing construction projects of all size and variety. They have a proven ability to direct major construction projects including Utility Installation and Maintenance, Housing Complexes, Water and Sewer Systems, Roads and Parking Lots, and Commercial Buildings.

E W Parker Enterprises LLC serves Municipalities, Energy and Construction Companies by providing superior-quality services to the highest standards at competitive prices.

Our principals have a history of valuing relationships with their customers. We communicate our commitment to safety, quality and customer appreciation through personal, efficient, consistent and prudent service. Our commitment to our customers is reflected through honest and responsible business practices.

#### E W Parker Enterprises LLC:

- Maintains a current EHS Program
- Maintains their own in-house Safety Manual
- Provides a Drug and Alcohol Program
- Requires OSHA Compliance Certification
- Is Licensed, Bonded and Insured

#### Principals:

Ty Edwin Parker Cory Wade Parker Edwin Wade Parker

#### **EW PARKER ENTERPRISES LLC**

#### **PROJECT REFERENCES**

Tri-State Generation & Transmission Assoc.

297 County Rd 19 Prewitt, NM 87045

505-870-3890 Bill Powers - Phone

**Hatch Construction** 

**PO BOX 127** 

Taylor, AZ 85939

928-536-7213 Dawn/ Len or Lynn Hatch — Phone

**McCauley Construction** 

206 W First Street

Winslow, AZ 86047

928-289-4557 John McCauley - Phone

928-587-6100 Frances McCauley - Phone

**SDB Construction Inc** 

2355 N Steves Blvd, Suite A

Flagstaff, AZ 86001

928-699-6211 - Stuart Marks - Phone

EOG

600 17<sup>th</sup> Street, Suite 1000N

Denver, CO 80202

701-682-1687 Mitch Stanley Man Camp - Phone

Mangas Constuction Inc

Mazatzal Hotel & Casino

25 Tonto Apache Tribe

Payson, AZ

928-978-7705 Jerri Johnson DeCola- Phone

City of Safford

405 W Discovery Parkway

Safford, AZ 85546

928-432-4082 Hilary Cuenin - Phone

**Stuart Jones Construction** 

356 W Oxbow Trail

Payson, AZ 85541

928-474-3380 Stuart Jones - Phone

**AZ West Builders and Communications** 

2779 E Walnut Road

Gilbert, AZ 85928

602-919-1820 - Paul Martinez - Phone

Navopache Electric

65 N 2<sup>nd</sup> W

St Johns, AZ 85936

928-337-4414 - Nicholas Heggen - Phone

**SRP** 

PO BOX 29066

Phoenix, AZ 85038

602-380-4135 - Jesse DeWitt - Phone

PCCWID/PSWID

Pine, AZ 85544

928-595-1111 Harry Jones

#### **EW PARKER ENTERPRISES LLC**

#### FINANCIAL/SUPPLIER REFERENCES

Wells Fargo Bank 115 E Hwy 260 Payson, AZ 85541 928-472-4350 Don Curtis – Phone

National Bank of Arizona 804 S Beeline Hwy Payson, AZ 85541 928\*474-1696 Jenny Scott - Phone

Payson Concrete 1900 E Hwy 260 Payson, AZ 85541 928-474-2231 George Randall - Phone

Hatch Construction
PO BOX 127
Taylor, AZ 85939
928-536-7213 Dawn/ Len or Lyn Hatch – Phone

Dana Kepner
2001 N Huntington Drive, Suite C
Flagstaff, AZ 86004
928-537-4076 – Dustin Hancock – Phone

RDO 2649 N 29<sup>th</sup> Avenue Phoenix, AZ 85009 602-741-3248 – Robert Bartholomew - Phone

TY EDWIN PARKER
PO BOX 1737
ST. JOHNS, AZ 85936
928-853-7469 PHONE
928-468-6282 FAX
tep123.tp@gmail.com

#### **JOB HISTORY:**

2/2014- Present

President – EW Parker Enterprises LLC

**Utility Line Maintenance Contractor** 

200 W. Frontier, Suite G

Payson, AZ 85541

#### **RESPONSIBILITES:**

Business Development and Consultative Sales

Deal Structuring and Contract Negotiations

Engineering Utility Project Team Management

Safety Management

#### **JOB HISTORY:**

2/2013-2/2014

Line Foreman – Public Utility District #1

Jefferson County, WA

Kevin Street - 360-302-0022

4/2005-1/2013

Area Representative – Navopache Electric Co-op

St. Johns, AZ

Mike Martinez – 928-368-1227

5/2003-4/2005

Journeyman Lineman - APS

Flagstaff, AZ

Hayward Wilson - 928-779-6911

5/2000-5/2003

Apprentice Lineman - Sturgeon Electric

Phoenix, AZ

Scott Olsen 480-940-1986

#### **RESPONSIBILITES:**

- Supervising and Coordinating all Line Construction, Line Maintenance, Engineering and General Service Work.
- Trained Journeyman in Electrical Service Termination, Indentifying and Repairing Service Faults, Ensured Proper Voltage Distribution and Assisted with Troubleshooting.
- Safely Performed all Types of Line Work including, but not limited to, Installing and Removing Poles; Climbing Transmission and Distribution Poles/Structures; Installing and Maintaining Cross Arms, Pins, Insulators, Wires and Cables, Transformers, Cutouts, Arrestors, and all other Related Equipment, Either Underground or Overhead; Installing Fiber Optics Cable and Assisting in Hot Line Tool Work When Required.
- Safely Worked On and Around Energized Lines and Equipment in Accordance with the Company, Federal and Customers' Construction, Maintenance and Regulatory Safety Standards.
- Prepared Records as Required for Time, Materials and Safety.
- Conducted On and Off Site Daily Employee Safety Meetings to Ensure a Safe Working Environment.
- Assisted in the Training and Supervision of Lower Classification Employees with Regards to the Safe and Correct Method of Use of Tools, Equipment and Instruments of the Trade.
- Responsible for the Safe and Efficient Operation of Heavy Equipment and Vehicles on the Job Site. Operated Heavy Equipment as Directed and Specified by the Rules and Regulations Mandated by Company and Federal Safety Policies and Procedures.
- Experienced in Semi-Skilled Heavy Equipment Maintenance.
- Collaborated with Team Members, Site Contractors and Customers to Complete Projects in the Most Effective Way.
- Utilized Blueprints and Survey Equipment to Prepare Worksites.
- Interpreted Information on Grade Stakes.

#### **EDUCATION, CERTIFICATIONS & SPECIALIZED SKILLS:**

Northwest Lineman College, ID – Graduate 2000

OSHA 1910.269 Rigging Competency
 Pole-Top Rescue Climbing Competency

Class A – CDL Wire Tying

Vault Rescue
 Vehicle & Equipment Training

Safety & Emergency Training
 Basic Metering

CPR Certification HAZWOPER

## Edwin Wade Parker HC1 BOX 804 Strawberry, AZ 85544 928-978-0902

### **Experience:**

## Over 35 Years Experience in:

- Utilities all phases
- Complete Infrastructures
- Residential and Commercial Design and Construction
- Bidding and Project Management
- Building Demolition
- Wastewater Treatment and Sewer and Septic Facilities
- Water Diversion and Erosion Control
- Paving and Grading
- Road Building
- Heavy Equipment Operation and Transport
- Mass Excavation
- Commercial & Residential Site Prep

Coordinating and supervising activities of workers and construction needs for all phases.

Inspecting blueprints for determining various aspects of structure.

Procuring materials and structural units, and examining them to make sure that they not only in conformance with provisions of building code and local ordinance but also within budgetary tolerances.

Explaining site plans and project execution to employees.

Deciding the order of all activities that are concerned with fabrication, assembly, and erection of structure.

Allotting workers to their respective duties and making sure that they have the appropriate training and tools so that they can execute their jobs accurately.

Executing accident and incident reports.

Making sure regulatory needs and safety measures are maintained.

Assessing the fastest and easiest way to complete a job without sacrificing quality of the work being done.

### Cory Wade Parker HC1 BOX 804 Strawberry, AZ 85544 928-978-0901

# **Experience: Qualifying Parnter**

Over 20 Years Experience in:

- Utilities all phases
- Complete Infrastructures
- Residential and Commercial Design and Construction
- Bidding and Project Management
- Building Demolition
- Wastewater Treatment and Sewer and Septic Facilities
- Water Diversion and Erosion Control
- Paving and Grading
- Road Building
- Heavy Equipment Operation and Transport
- Mass Excavation
- Commercial & Residential Site Prep

Coordinating and supervising activities of workers and construction needs for all phases.

Inspecting blueprints for determining various aspects of structure.

Procuring materials and structural units, and examining them to make sure that they not only in conformance with provisions of building code and local ordinance but also within budgetary tolerances.

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Executing accident and incident reports.

Making sure regulatory needs and safety measures are maintained.

Assessing the fastest and easiest way to complete a job without sacrificing quality of the work being done.

**List of Current Projects** City of Safford Sunrise Village Electric – underground 208,295.00 99% Completed 98% by us - sub asphalt SRP – Salado Springs Lyman Canal & Pump House 829,908.00 700% Completed 85% by us – sub boring, drilling and pump house construction List of Major Projects Completed Last 2 Years PSWID - Misteltoe Water Pipeline 57,000.00 Completed 6/2017 100% us SRP-Salado Springs Pipeline 2400 foot of HDPE pipe replacement 563,609.00 **Completed 4/30/16** 100% us SRP-Underground Firewater System Replacement Cooling Tower Area 6000 foot of HDPE pipe replacement 664,354.00

Completed 12/30/16

SDB-Cinderlake Landfill

Cinderlake Landfill Infrastructure

238,531.00

7/30/15

100% us

Navopache Electric-Moon Meadows RV Park

Transformer and vault changeouts

180,550.00

Completed 10/10/16

100% us

**Tucson Electric Power-St Johns** 

Sludge Pond Cleanup

98,800.00

Completed 8/1/16

100% us

SRP-CGS Well 11 St Johns AZ

Transformer and Pole Change out

345,370.00

Completed 4/1/16

100% us

**SRP-Other Various** 

Excavation, Ponds, Pads

650,000.00

(Rev. December 2014) Department of the Treasury

### **Request for Taxpayer Identification Number and Certification**

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

	1 Name (as shown on your income tax return). Name is required on this line; d	o not leave this line blank.								
	EW PARKER ENTERPRISES LLC									
જાં	2 Business name/disregarded entity name, if different from above									
page										
ed t	3 Check appropriate box for federal tax classification; check only one of the fo	bllowing seven boxes:	-		4 8	cemptic	ons (c	ndes	anniv	only to
e ns on		on Partnership	Trust/e	state	certa	ain enti uctions	ties, n	ot inc	lividus	als; see
<u>₹</u> ₹	✓ Limited liability company. Enter the tax classification (C=C corporation, S=	S corporation. P=partnership	) <b>S</b>		Exer	npt pay	ee co	de (if	any)	
Print or type Specific Instructions	Note. For a single-member LLC that is disregarded, do not check LLC; check the tax classification of the single-member owner.					nption e (if any		ATC	A repo	orting
돌등	☐ Other (see instructions) ▶				- 1			ntainec	outside	the U.S.)
_ #	5 Address (number, street, and apt. or suite no.)	Re	quester's	nam						
8	PO BOX 1292						(-	,		
<b>ග</b>	6 City, state, and ZIP code									
See	PAYSON, AZ 85547									
	7 List account number(s) here (optional)									
	•									
Par	Taxpayer Identification Number (TIN)									
Enter	your TIN in the appropriate box. The TIN provided must match the name	ne given on line 1 to avoid	So	cial s	ecurity	numbe	NF.			
backu	p withholding. For individuals, this is generally your social security num	ber (SSN). However, for a		T			7	$\overline{}$	7	
reside	nt alien, sole proprietor, or disregarded entity, see the Part Linstruction	s on page 3. For other			-			-		
TIN or	s, it is your employer identification number (EIN). If you do not have a n page 3.	number, see How to get a				Ш		L		
	If the account is in more than one name, see the instructions for line 1	and the about an area of 6	Or	volov	er ident	fication		hou		<del></del> 1
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Part	II Certification									
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	number shown on this form is my correct taxpayer identification number	oor (or Lom weiting for a m			!					
2. Fan	n not subject to backup withholding because: (a) I am exempt from bac vice (IRS) that I am subject to backup withholding as a result of a failur	ckup withholding, or (b) I h	ave not	beer	notifie	d by t	he Int	erna	Rev	enue
no	onger subject to backup withholding; and	e to report all interest or d	ividends	s, or	(c) the i	HS na	s noti	ried	me th	iat I am
2   00	a a LLC - sitiron ou other LLC - name of the first that is a second					.55				
	n a U.S. citizen or other U.S. person (defined below); and					3				
4. Ine	FATCA code(s) entered on this form (if any) indicating that I am exemp	t from FATCA reporting is	correct.							
becaus	cation instructions. You must cross out item 2 above if you have been se you have failed to report all interest and dividends on your tax return	notified by the IRS that y	ou are c	urre	ntly sub	ject to	bac	cup y	withh	olding
interes	t paid, acquisition or apandonment of secured property, cancellation o	fidebt, contributions to an	individu	ıal re	tiromor	t arrai	adom	ont /		and
genera	lly, payments other than interest and dividends, you are not required to	sign the certification, but	you mu	st pr	ovide y	our co	rrect	TIN.	See	the
Instruc	tions on page 3.									
Sign Here	Signature of		1							
пеге			~	. ~	1 .7	-1				
	U.S. person ► Ty Parker	Date ▶	7	13		1				
Gen		Form 1098 (home mortgage)	je interes	( <u>2</u>	98-E (stu	dent lo	an int	erest)	, 1098	3-T
	U.S. person ► Ty Parker			( <u>2</u>	98-E (stu	ident id	en int	erest)	, 1098	3-T

as legislation enacted after we release it) is at www.irs.gov/fw9.

#### **Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



# GILA COUNTY TOYA VISTA ROAD IMPROVEMENT PROJECT INVITATION FOR BID NO. 052217

ADDENDUM #1: DATE: 07/11/17

#### **CLARIFICATIONS:**

 QUESTION: What is the due date of the Invitation for Bid ANSWER: The due date is 4:00 P.M. (AZ Time), Thursday July 13, 2017, please see page 2 of the IFB.

This concludes Addendum No. 1 to Invitation for Bid No. 052217

# GILA COUNTY CONTRACT NO. 052217 (C-1 TO C-7)

THIS AGREEMENT, made and entered i	nto this day of
2017, by and between Gila County, a political s	ubdivision 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. 052217-** Toya Vista 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 052217 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. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> - 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. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> 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. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: 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. <u>SUBCONTRACTORS:</u> 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. <u>APPROVAL:</u> 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 **60 Calendar** Days of the commencement date as specified on the Notice To Proceed.

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

#### **WORK ITEM**

#### DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$490.00

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

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

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

**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 \$ 90.094.50 **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

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

### CONTRACT NO. 052217-TOYA VISTA ROAD IMPROVEMENT PROJECT

OWNER:	CONTRACTOR:
GILA COUNTY BOARD OF SUPERVISORS	
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature
ATTEST:	Print Name Witness (If Contractor is Individual)
Marian Sheppard, Clerk of the Board	
APPROVED AS TO FORM:	
Jefferson R. Dalton, Deputy Gila County Attorney, Civi for Bradley D. Beauchamp, County Attorney	l Bureau Chief

# 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 PRE	SENTS:			
That,				
	9	(he	reinafter called the	Principal), as Principal,
and				
(hereinafter called Surety), a co	rporation duly organized	and existing th	e laws of the State o	of
	halding a serification of	with its	principal office	in the city o
the Director of the Departmen called the Obligee)	in the	are held and amount dollars	firmly bound unto ( of (100% s (\$	Gila County (hereinafte OF CONTRAC ), for the paymen
whereof, the said Principal and assigns, jointly and severally, fir	mly by these presents.	and their heir	s, administrator, exe	ecutors, successors, and
WHEREAS, the Principa Toya Vista Road Improvement the same extent as if copied at I		a certain cor hereby referre	itract with the Oblig ed to and made a pa	ee for: <b>Bid No. 052217</b> rt hereof as fully and to
2, of the Arizona Revised Statu provisions of said Title, Chapter	d any extension thereof, we contract, and shall also pany and all duly authorizations to the Surety being and effect; that this bond is executerates, and all liabilities on and Article, so the extent a suit on this bond shall shall be shall be shall be a suit on this bond shall extend the same are shall be s	with or withou perform and for ed modification hereby waived d pursuant to this bond sh as if they were	It notice to the Suret ulfill all the undertakens of said contracted; then the above of the provisions of Titiall be determined if all be determined if	ty, and during the life of kings, covenants, terms that may hereafter be obligation shall be void le 34, Chapter 2, Article n accordance with the erein.
Witness our hands this	day of	· · · · · · · · · · · · · · · · · · ·	2017.	
Principal	Seal			
Surety		Seal	Ву:	
Agency of Record			Ву:	
Arizona Countersignature			Agency Add	ress
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,		
	/hor	oinafter called the Driving Driving Driving
and	(ner	einafter called the Principal), as Principal,
(hereinafter called Surety), a corporat	ion duly organized and existing the	laws of the State of
called the Obligee) in the amount of dollars (\$	ling a certificate of authority to trassurance, as Surety, are held and find (100% of Contract Amount)—e payment whereof, the said Princesors, and assigns, jointly and severagreed to enter into a certain context, which contract is hereby referred herein.  DITION OF THIS OBLIGATION IS SUESS, covenants, terms, conditions are extension thereof, with or without ract, and shall also perform and fulled all duly authorized modification to the Surety being hereby waived effect; his bond is executed pursuant to the first bond is executed pursuant to the all liabilities on this bond shalticle, so the extent as if they were to on this bond shall recover as a second of the surety bond shall recover	ract with the Obligee for: <b>Bid No. 052217</b> If to and made a part hereof as fully and to <b>CH</b> , that if the said Principal shall faithfully a dagreements of said contract during the notice to the Surety, and during the life of fill all the undertakings, covenants, terms as of said contract that may hereafter be then the above obligation shall be void the provisions of Title 34, Chapter 2, Article I be determined in accordance with the
Witness our hands this		, 2017.
Pri <b>ncipal</b>	Seal	
Surety	Seal	Ву:
Agency of Record		Ву:
Arizona Countersignature		Agency Address
Address		
Phone Number		

# GILA COUNTY <u>CONTRACT PERFORMANCE WARRANTY</u> (CPW-1)

l,	, representing
(	company name)
do hereby warranty the work performed for the:	
BID NO. 052217-TOYA VISTA 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 manner.	not to perform in its intended
(Officer, Partner, Owner) Date	

# **APPENDIX A**

REFERENCED

MAG

STANDARD DETAILS

**AND** 

**SPECIFICATIONS** 

#### **SECTION 345**

#### ADJUSTING FRAMES, COVERS, VALVE BOXES METER BOXES AND PULL 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 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 ½ -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:

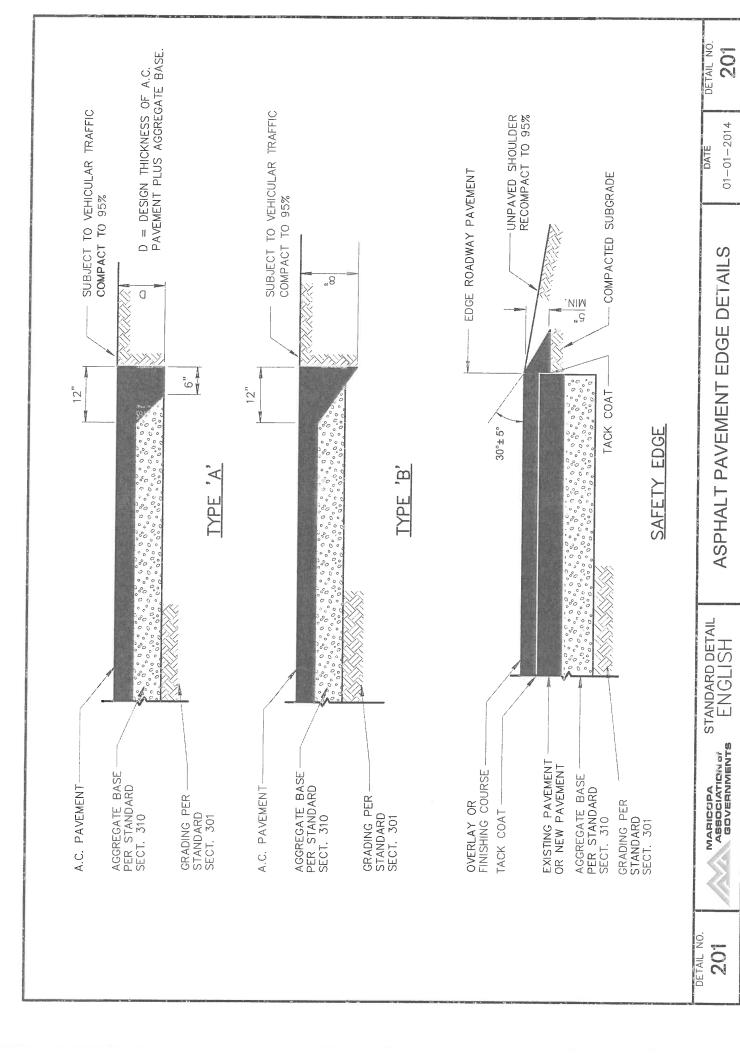
The quantities measured will be the actual number of frames, covers and valve boxes of each type, adjusted and accepted.

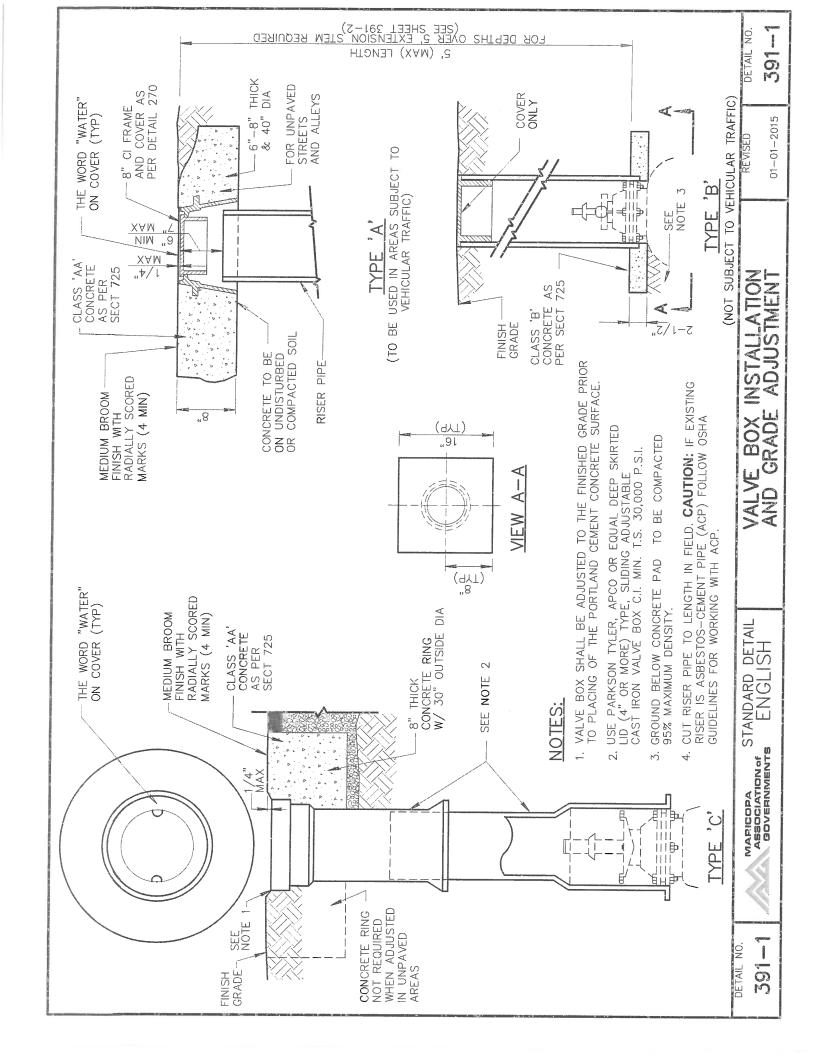
#### **345.7 PAYMENT:**

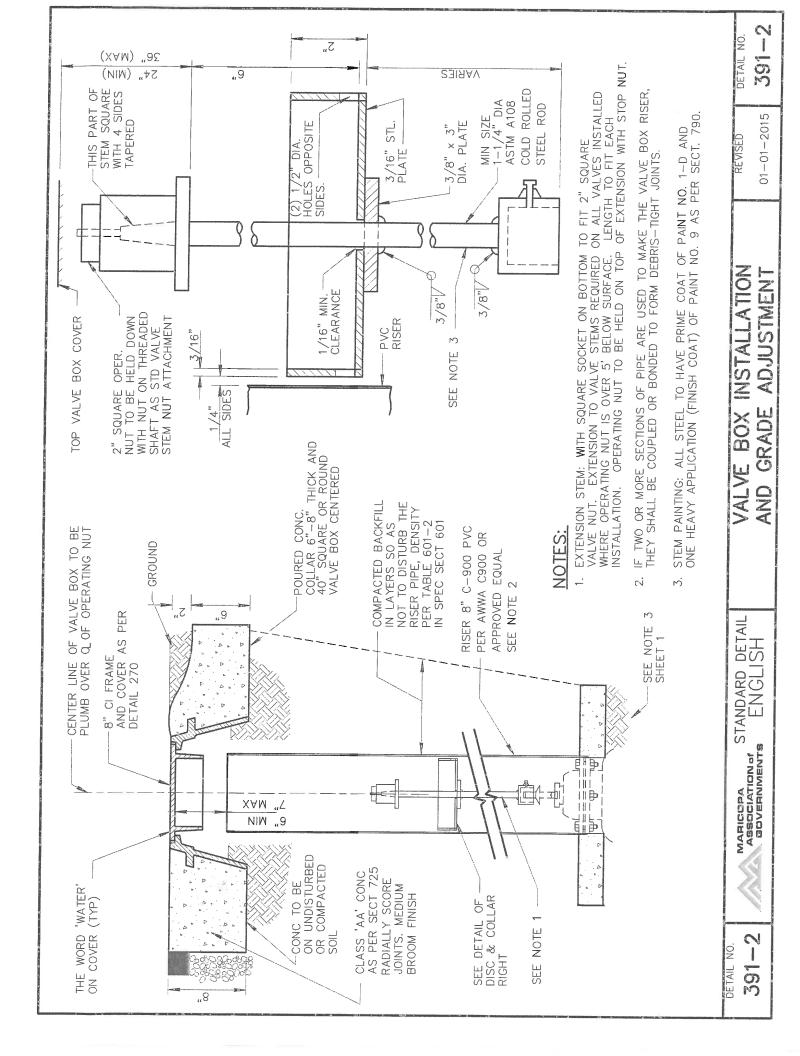
Accepted quantities, will be paid for at the contract unit price. Payment shall be compensation in full for all materials, labor, equipment and incidentals necessary to complete the work.

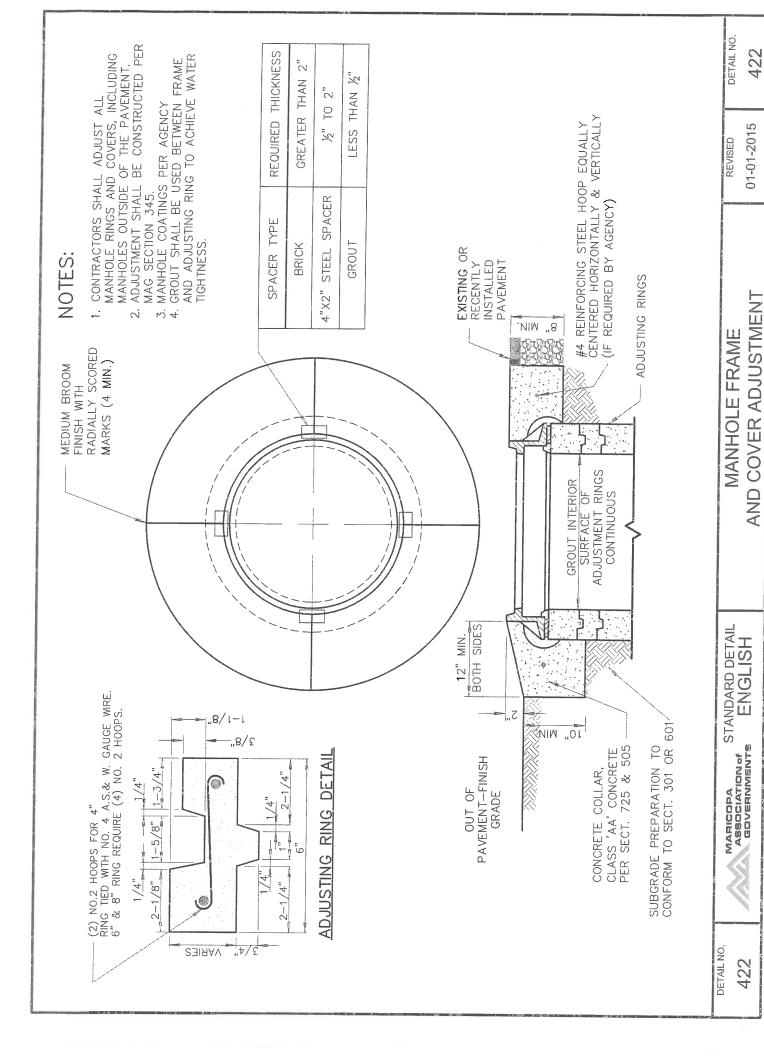
- End of Section -

Revised 2015 345-2









# **APPENDIX B**

(PROJECT PLANS)

#### PROPOSAL (P-1 to P-3)

#### TO THE GILA COUNTY PUBLIC WORKS DIVISION:

#### Gentlemen:

The following Proposal is made for **Bid No. 052217 Toya Vista Road Improvement Project**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

INTERMOUNTAIN WEST CTUIL CONSTRUCTORS, INC.

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

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

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

#### Proposal continued...

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

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

#### If by a Corporation:

(SEAL)

Corporate Name: INTERMOUNTAIN WEST CIVIL CONSTRUCTORS, INC.
Corporate Address: 1564 N. ALMA SCHOOL RD . SULTE 200 MESA, AZ 85201
Incorporated under the laws of the State of : ARTZONA
By (Signature): Michelle Randall, Date: 07-12-17
President: Michelle Randall
Secretary: Kyle Reese Randall
Treasurer: Chance Randall

## Invitation for Bids No. 052217

Proposal continued	
If by a Firm or Partnership:	
Firm or Partnership Name:	
By (Signature):	Date:
Name and Address of Each Member:	
_	
If by an Individual:	
Signature:	Date:

## BIDDING SCHEDULE (BS-1 to BS-2)

# TOYA VISTA 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 Nam	e: <u>InterHour</u>	itain west civil cor	1structors, INC
TOTAL CO	NTRACT PRICE,	, for the sum of \$ 200	9,917.00
	TOTAL CONTRA		
Two-hun	dred-sixty.	nine-thousand	-nine-hundred-seventeen Dollar
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	5,000.00	5,000.00
202	Removal of Structures and Obstructions	L.SUM	1	8,000.00	8,000.00
203	Grader Ditch	L.FT	1,047	18.00	18,844.00
205	Grading Roadway for Pavement	SQ.YD.	4,000	4.00	24,000.00
303	Aggregate Base, Class 2	CU.YD.	617	78.00	48,124.00
345	Adjust Utility Frames, Covers & Valve Boxes	EACH	4	950.00	3,800.00
409	Asphaltic Concrete (Misc. Structural)	Ton	645	113.00	72,885.00
701	Maintenance and Protection of Traffic	L.SUM	1	10,000.00	10,000.00
810	Erosion Control and Pollution Prevention	L.SUM	1	9,000.00	8,000.00
901	Mobilization	L.SUM	1	24,500.00	24,500.00
921	Repair Pipe Ends	EACH	13	1,100.00	14,300.00
923	Placement of Portland Cement	SQ.FT.	11,280	0.75	8,460.00
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	\$18,000.00	\$18,000.00
925	Construction Surveying and Layout	L.SUM	1	U,000.00	4,000,00
	· ·				

**Total Base Bid** 

## SURETY (BID) BOND (BB-1)

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

VNOW ALL BATALOV THEOR DEPOSITS
KNOW ALL MEN BY THESE PRESENTS, that we, the undersignedInterMountain 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 oflowa
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. 052217, TOYA VISTA 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:
we file reunto set our hands and seals:
Principal InterMountain West Civil Constructors, Inc.  Surety Employers Mutual Casualty Company  By Muhelle Randall  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 10thday of July 20 17
My commission expires: 4-5-2021
Notary Public
JENNIFER CASTILLO  NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Comm. Exp.: April 5, 2021  Rage 70 of 86



P.O. Box 712 • Des Moines, IA 50306-0712

No. B91029

## 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 lowa Corporation
- 7. Hamilton Mutual Insurance Company, an lowa Corporation

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

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

#### ANY AND ALL BONDS

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

### **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 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

Seals  SEAL HAND TOWN TOWN TOWN TOWN TOWN TOWN TOWN TOWN	Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6, President of Company 1; Vice Chairman and CEO of Company 7
SEAL SEAL SEAL SAMONES	On this 22nd day of FEBRUARY 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 swom, 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
KATHY LOVERIDGE Commission Number 780769 My Commission Expires October 10, 2019	My Commission Expires October 10, 2019.  Notary Public in and for the State of Idwa  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 FEBRUARY 22, 2017 on behalf of:

DAVID J. MCKEE, JOSEPH A. CLARKEN, III, PATRICK R. HEDGES, JENNIFER CASTILLO. MELANIE ANKENEY

are	true	and	correct	and	are	still i	in full	force	and	effect
		_		OII 101	OII O	Out 1	III IUII	10100	allu	CIICCI

J-201/

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 052217-TOYA VISTA ROAD IMPROVEMENT PROJECT

The	applicant submitting this Bid warrants the following:					
1.	Name, Address, and Telephone Number of Principal Contractor:  INTERMOUNTATN WEST (TVIL CONSTRUCTORS, INC.  1564 N. ALMA SCHOOL RD. STE 200 MESA, AZ 85201  (602) 888-0169					
2.	Has Contractor (under its present or any previous name) ever failed to complete a contract?  Yes  No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.					
3.	Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?YesNo. 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					
5.	<ul> <li>Contractor must also provide at least the following information:</li> <li>a. A brief history of the Contractors Firm.</li> <li>b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.</li> <li>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.</li> </ul>					

- List of any subcontractors (if applicable) to be used in performing the service must d. 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 e. services.
- Gila County reserves the right to request additional information. f.

6.	Contractor Experience Modifier (e-mod) Rating in Arizona:
7.	Current Arizona Contractor License Number: 145649

Michelle Randalf Signature of Authorized Representative

Michelle Randall
Printed Name

President

# GILA COUNTY REFERENCE LIST (RL-1)

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

#### **References**

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

1.	Company:	Gila County - Gila County Road Paten
	Contact:	Betty Hurst
	Phone:	928-402-4355
	Address:	1400 E. Ash St 610he, AZ 85501
2.	Company:	CS Construction - I.17 Dms (New River to SRIVA)
	Contact:	Zach Barnes
	Phone:	623.889.7650
	Address:	22023 N. 20th Ave, Stc A Phoenix, AZ 85027
3.	Company:	Antona Game+ Fish Department Blue Ridge Road Black langon
	Contact:	Ron Christofferson
	Phone:	623.236.7481
	Address:	5000 W. Caretree Hwy Phoenix, AZ 850800
4.	Company:	Anizona Department of Transportation-Finnic Flat Rd
	Contact:	Jon Lenzmeier
	Contact: Phone:	Jon Lenzmeier 928-404.0590
		Jon Lenzmeier

InterMountain West Civil Constructors, Inc.
Name of Business

Michelle Randall
Signature of Authorized Representative

President

Title

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

STATE OF ARIZONA )
COUNTY OF: MINOPA )
Michelik Randall
(Name of Individual) being first duly sworn, deposes and says:
of Inter Hountain West Civil Constructors INC and
(Name of Business)
That he is properly prequalified by Gila County for bidding on BID NO. 052217, TOYA VISTA 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 INTU Mountain West
CIVIL constructors, INC
(Name of Business)
has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.
InterMountain West-Civil Constructors, Inc. Name of Business
Wichelae Randoll By
President Title
<b>\</b>
Subscribed and sworn to before me this
Notary Public  My Commission expires:  AMY KENNER  NOTARY PUBLIC – ARIZONA  MARICOPA COUNTY  My Commission Expires  December 29, 2019

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

At the time of the submission of **Invitation for Bid No. 052217**, 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.

it is not my intention to subcontract a portion of the work.

InterMountainWest Con Constructors, 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 DO	CUMENT			COMPLETED AND I	EXECUTED
Proposal					
Bidding Sche	dule				
Surety (Bid) E	Bond				
Qualification	& Certification	Form			
Reference Lis	t				
Affidavit of N	on-Collusion				
Subcontracto	r Certification				
Contract					
Bidders Check	dist & Addenda	Acknowledg	ment		
ACKNOWLEDGME	NT OF RECEIPT	OF ADDENDA	<b>A:</b>		
Initials and Date	#1 MK 7/12/17	#2	#3	#4	#5
Signed and date	d this 12 m	day of	July	, 2017	7.
		Tok	erMou NTRACTOR	ntainWest Civi	Construens, Inc.
		BY:	Nichel	le Randall	, President

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: Proposal to Construct: Toya Vista Road Improvement Project, Bid No. 052217. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, July 17, 2017.

# GILA COUNTY CONTRACT NO. 052217 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this 131H day of 50LY
2017, by and between Gila County, a political subdivision of the State of Arizona, party of the
2017, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the OWNER, and INTERMONTATION WAS GOOD OF THE CITY OF T
, 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. 052217- Toya Vista 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 052217 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. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> - 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. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 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. <u>NOTICE OF CANCELLATION:</u> 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. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: 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. <u>SUBCONTRACTORS:</u> 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. <u>APPROVAL</u>: 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 **60 Calendar Days of the commencement date as specified on the Notice To Proceed**.

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

#### **WORK ITEM**

# **DAILY CHARGE PER CALENDAR DAY**

All work not complete within the above specified time after start of work.

\$490.00

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

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

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

**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 \$\frac{\\$}{}\$ 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. 052217-TOYA VISTA ROAD IMPROVEMENT PROJECT

OWNER:	CONTRACTOR:
GILA COUNTY BOARD OF SUPERVISORS	
	Michelle Rardell
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature
	Michelle Randall Print Name
ATTEST:	
	Witness (If Contractor is Individual)
Marian Sheppard, Clerk of the Board	
APPROVED AS TO FORM:	
Jefferson R. Dalton, Deputy Gila County Attorney, Civi	Bureau Chief

for Bradley D. Beauchamp, County Attorney



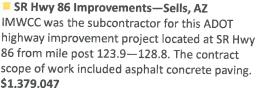
# STATEMENT OF

# CAPABILITIES

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.

#### WORK EXPERIENCE







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.
The contract scope of work included: road
widening, raised median, bike lanes, curb and
gutter, sidewalk, street lights, landscaping, drainage
improvements, utilities, installation of full traffic
signal, and modification of existing traffic signals.
\$10,197,710





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

# CORE SERVICES

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



TEAM MEMBER COMMITMENT — [ SAFETY, QUALITY, BUDGET, SCHEDULING ]

- 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 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.

#### Licenses & Certifications

ROC # 145649 | ROC # 194358 | DUNS # 102821428 | AZ UTRACS # 15391 | WOSB # 2005129504 NAICS CODE 237310, 237110, 237210, 237990, 238110, 238910, 238990, 236115, 236220

















# GILA COUNTY REQUEST FOR INVITATION FOR BIDS

# TOYA VISTA ROAD IMPROVEMENT PROJECT

# **BID CALL 052217**

# BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



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

\*COUNTY MANAGER\*
John Nelson.

\*PUBLIC WORKS DIRECTOR\*
Steve Sanders



# INVITATION FOR BIDS BID CALL NO. 052217

Sealed bids will be received by Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501, until 4:00 P.M. (AZ Time), Thursday July 13, 2017 for the Toya Vista Road Improvement Project Bid No. 052217, GILA COUNTY, ARIZONA, in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.

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

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

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "TOYA VISTA ROAD IMPROVEMENT PROJECT, ARIZONA BID CALL NO. 052217". All Bids shall be mailed or delivered to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501. Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

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

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

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

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

Dates advertised in the Arizona Silver Belt: June 28, 2017 and July 05, 2017

Signed: \_\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_

Tommie C. Martin, Chairman of the Board of Supervisors

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_

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

#### NOTIFICATION TO BIDDERS

# **BIDDERS ARE HEREBY NOTIFIED:**

- 1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. No forms shall be detached from the bid packet. The proposal must include the entire bid packet, in triplicate, and the following forms, all with original signatures, must accompany the bidders proposal:
  - Bid Proposal (pages 62 to 64)
  - Bid Schedule (pages 65 to 66)
  - Surety (Bid) Bond (page 67)
  - Qualification & Certification Form (pages 68 to 69)
  - Reference List (pages 70)
  - Affidavit of Non-Collusion (page 71)
  - Subcontracting Certification (page 72)
  - Check List & Addenda Acknowledgment (page 73)
  - Contract (pages 74-80)
  - Contract Performance Bond (page 81)
  - Labor and Materials Bond (page 82)
  - Contract Performance Warranty (page 83)
  - IRS W-9 Form (W-9)

Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.

- 2. <u>Proposal Guaranty</u> -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
- Delivery of Proposal Each bid shall be sealed and plainly marked "Bid No. 052217 "-Toya Vista 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, July 13, 2017, 4:00 P.M. on the date specified herein, to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. No bids will be accepted after 4:00 P.M. AZ Time, Monday, July 13, 2017. Bids will be opened at 4:00 P.M., Thursday, July 13, 2017.
- 4. Rejection of Bids -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.

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

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

- 6. Arizona Contractor's License Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the Arizona State Registrar of Contractors.
- 7. <u>Bid Opening Information</u> "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 <a href="mailto:bhurst@gilacountyaz.gov">bhurst@gilacountyaz.gov</a> in writing (phone: 928-402-4355, fax: 928-402-4386) submitted no later than 4:00 P.M., AZ time, on Friday, July 07, 2017. A response will be issued to all plan holders no later than 4:00 P.M., AZ time, on Tuesday, July 11, 2017.

# **TABLE OF CONTENTS**

SPECIAL PROVISIONS
SPECIFICATIONS8
CENTRAL PROLUBERATION
GENERAL REQUIREMENTS8-9
SECTION 101 DEFINITIONS AND TERMS9-13
101-02 DEFINITIONS9-13
SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS
102-04 CONTENTS OF PROPOSAL FORMS
102-05 ISSUANCE OF PROPOSAL FORMS
102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES
102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK
102-08 PREPARATION OF PROPOSAL
102-10 IRREGULAR PROPOSALS
102-11 DELIVERY OF PROPOSALS
102-12 PROPOSAL GUARANTY
102-13 WITHDRAWAL OR REVISION OF PROPOSALS
102-15 PUBLIC OPENING OF PROPOSALS
102-GC1 DISQUALIFICATION OF BIDDERS
102-GC2 PROTESTS
SECTION 103 AWARD AND EXECUTION OF CONTRACT
103-01 CONSIDERATION OF PROPOSALS
103-04 AWARD OF CONTRACT
103-05 CANCELLATION OF AWARD
103-06 RETURN OF PROPOSAL GUARANTY
103-07 REQUIREMENT OF CONTRACT BONDS
103-08 EXECUTION OF CONTRACT
103-GC1 APPROVAL OF CONTRACT
103-09 FAILURE TO EXECUTE CONTRACT
SECTION 104 SCOPE OF WORK 18
104-01 INTENT OF CONTRACT
104-02(A) ALTERATION OF WORK AND QUANTITIES
104-02(B) OMITTED ITEMS
104-02(C) EXTRA WORK
104-03 DISPUTE AND RESOLUTION
104-04 MAINTENANCE OF TRAFFIC
104-05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK
104-08 PREVENTION OF AIR AND NOISE POLLUTION
104-09 PREVENTION OF LANDSCAPE DEFACEMENT; PROTECTION OF STREAMS, LAKES AND
RESERVOIRS
104-10 CONTRACTOR'S RESPONSIBILITY FOR WORK

104-14	FINAL CLEAN UP	22
SECTION 1	.05 CONTROL OF WORK	
105-01	AUTHORITY OF THE OWNER'S ENGINEER	
105-04	CONFORMITY WITH PLANS AND SPECIFICATIONS	23
105-06	COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS	24
105-07	COOPERATION OF CONTRACTOR	24
105-08	COOPERATION WITH UTILITY COMPANIES	24
105-09	COOPERATION BETWEEN CONTRACTORS	24
105-10	CONSTRUCTION STAKES, LINES AND GRADES	24
105-11	AUTHORITY AND DUTIES OF INSPECTORS	24
105-12	INSPECTION OF THE WORK	25
105-13	REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK	25
105-14	LOAD RESTRICTIONS	
105-15	MAINTENANCE DURING CONSTRUCTION	25
105-16	FAILURE TO MAINTAIN THE WORK	
105-18	OPENING SECTIONS OF THE WORK TO TRAFFIC	26
105-20	ACCEPTANCE	
105-20(	A) PARTIAL ACCEPTANCE	
105-20(	B) FINAL ACCEPTANCE	27
	CONSTRUCTION SCHEDULE	
	P NEGOTIATIONS	
105-21	CLAIMS FOR ADJUSTMENT AND DISPUTES	28
SECTION 1	06 CONTROL OF MATERIAL	29-31
	07 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC	
	LAWS TO BE OBSERVED	
	PERMITS, LICENSES, AND TAXES	
107-03	PATENTED DEVICES, MATERIALS, AND PROCESSES	
107-07	SANITARY, HEALTH, AND SAFETY PROVISIONS	
107-08	PUBLIC CONVENIENCE AND SAFETY	
107-09	BARRICADES, WARNING SIGNS AND HAZARD MARKINGS	
107-11	PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE	33
107-13	RESPONSIBILITY FOR DAMAGE CLAIMS	
	CONTRACTORS INSURANCE	
107-GC1	CONTRACTORS INSURANCE THIRD PARTY BENEFICIARY CLAUSE	
		35
107-15	THIRD PARTY BENEFICIARY CLAUSE	35 35-41
107-15 107-16	THIRD PARTY BENEFICIARY CLAUSE CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES	35 35-41 42
107-15 107-16	THIRD PARTY BENEFICIARY CLAUSE	35 35-41 42
107-15 107-16 107-17 SECTION 1	THIRD PARTY BENEFICIARY CLAUSE  CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES  PERSONAL LIABILITY OF PUBLIC OFFICIALS  NO WAIVER OF LEGAL RIGHTS	35-41 42 42
107-15 107-16 107-17 SECTION 10 108-01	THIRD PARTY BENEFICIARY CLAUSE  CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES  PERSONAL LIABILITY OF PUBLIC OFFICIALS  NO WAIVER OF LEGAL RIGHTS  PROSECUTION AND PROGRESS  SUBLETTING OF CONTRACT	35-41 42 42 42
107-15 107-16 107-17 SECTION 10 108-01 108-02	THIRD PARTY BENEFICIARY CLAUSE  CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES  PERSONAL LIABILITY OF PUBLIC OFFICIALS  NO WAIVER OF LEGAL RIGHTS	35-41 42 42 42 42
107-15 107-16 107-17 SECTION 10 108-01 108-02 108-04	THIRD PARTY BENEFICIARY CLAUSE  CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES  PERSONAL LIABILITY OF PUBLIC OFFICIALS  NO WAIVER OF LEGAL RIGHTS  SUBLETTING OF CONTRACT  NOTICE TO PROCEED  PROSECUTION AND PROGRESS	35-41 42 42 42 42 42 43
107-15 107-16 107-17 SECTION 10 108-01 108-02 108-04 108-05	THIRD PARTY BENEFICIARY CLAUSE  CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES  PERSONAL LIABILITY OF PUBLIC OFFICIALS  NO WAIVER OF LEGAL RIGHTS  D8 PROSECUTION AND PROGRESS  SUBLETTING OF CONTRACT  NOTICE TO PROCEED  PROSECUTION AND PROGRESS  LIMITATION OF OPERATIONS	35-41 42 42 42 42 42 44
107-15 107-16 107-17 SECTION 10 108-01 108-02 108-04 108-05 108-06	THIRD PARTY BENEFICIARY CLAUSE  CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES  PERSONAL LIABILITY OF PUBLIC OFFICIALS  NO WAIVER OF LEGAL RIGHTS  SUBLETTING OF CONTRACT  NOTICE TO PROCEED  PROSECUTION AND PROGRESS	35 35-41 42 42 42 43 44 44

108-GC1 T	EMPORARY SUSPENSION OF THE WORK	45
	ETERMINATION AND EXTENSION OF CONTRACT TIME	
	AILURE TO COMPLETE ON TIME	
108-10 D	EFAULT AND TERMINATION OF CONTRACT	47
108-GC2 TI	RMINATION OF CONTRACT FOR NATIONAL EMERGENCIES	47
		70
SECTION 109	MEASUREMENT AND PAYMENT	40
	EASUREMENT OF QUANTITIES	
	OPE OF PAYMENT	
	MPENSATION FOR ALTERED QUANTITIES	
	YMENT FOR EXTRA AND FORCE ACCOUNT WORK	
	YMENT FOR OMITTED ITEMS	
109-09 AC	CEPTANCE AND FINAL PAYMENT	52
SECTION 201	CLEARING AND RUBBING	F.3
SECTION 202	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	53
SECTION 203	GRADER DITCH	
SECTION 205	GRADING ROADWAY FOR PAVEMENT	54
SECTION 203	ACCRECATE CURRACES AND ACCRECATE DAGE	54
SECTION 303	AGGREGATE SUBBASES AND AGGREGATE BASES	
	ADJUST UTILITY FRAMES, COVERS & VALVE BOXES	
SECTION 403	ASPHALTIC CONCRETE HOTPLANT REQUIREMENTS	
SECTION 404	BITUMINOUS TREATMENTS	
SECTION 409	ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL)	
SECTION 701	MAINTENANCE AND PROTECTION OF TRAFFIC	
SECTION 810	EROSION CONTROL AND POLLUTION PREVENTION	
SECTION 901	MOBILIZATION	
SECTION 921	REPAIR PIPE ENDS	
SECTION 923	PLACEMENT OF PORTLAND CEMENT	
SECTION 924	FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS)	
SECTION 925	CONSTRUCTION SURVEYING AND LAYOUT	
SECTION 1005	BITUMINOUS MATERIALS	62
CONTRACT FO	<u>RMS</u>	
PROPOSAL		D CA . CT
BIDDING SCH	FNHF	Pages 64-67
SLIBETA (BID)	EDULE	Pages 68-69
OLIALIEICATIO	BOND	Page 70
DEEEDENCE	ON AND CERTIFICATION	Pages 70-71
VELIDAVIT OF	ST	Page 73
SUDCONTRAC	NON-COLLUSION	Page 74
CULCULIST AN	TOR CERTIFICATION	Page 75
CONTRACT	ID ADDENDA ACKNOWLEDGMENT	Page 76
CONTRACT	TREODAMANCE DONO	Page 77-83
CONTRACT PE	RFORMANCE BOND	Page 84
LABOR AND N	MATERIALS BOND	Page 85
	RFORMANCE WARRANTY	Page 86
IRS W-9 FORN		
	REFERENCED MAG STANDARD DETAILS AND SPECIFICATIONS	
APPENDIX B - F	ROJECT PLANS	

# SPECIAL PROVISIONS

# MESA DEL CABALLO SUBDIVISION (TOYA VISTA ROAD) IMPROVEMENT PROJECT

The proposed work is located in the northern part of Gila County, within the subdivision known as Mesa Del Caballo, which is approximately 2 miles north of the Town of Payson. The work for this improvement project will be performed on Toya Vista Road. The work consists of the removal of the existing pavement surface and base material, the installation of new asphaltic concrete pavement and aggregate base material and other incidental work as shown on the project plans 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, 2015 Edition.

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

Wherever reference in the above cited Standard Specifications is made to MAG or ADOT it shall refer to Owner as defined in Section 101-02 herein 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 **sixty (60)** 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

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

<u>ADVERTISEMENT.</u> 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.

<u>BIDDER.</u> 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.

<u>CERTIFIED FLAGGER.</u> 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.

<u>CHANGE ORDER.</u> 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.

<u>CONTRACTOR</u>. 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.

<u>CONTRACTOR'S ENGINEER.</u> 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.

**<u>DEPARTMENT.</u>** 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.

<u>INSPECTOR</u>. 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.

<u>MUTCD.</u> 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.

<u>OWNER.</u> The term Owner shall mean the contracting agency signatory to the contract being Gila County or the "County".

<u>OWNER'S ENGINEER.</u> 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.

<u>PLANS.</u> 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.

<u>SPECIFICATIONS.</u> 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.

<u>OVERTIME HOURS.</u> 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.

<u>OWNER'S INSPECTOR'S OVERTIME PAY.</u> 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 (3<sup>rd</sup>) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III

Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contact time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

# 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.

<u>Contractor Safety Tailgate Meetings:</u> Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

<u>Accident/Injury Procedure:</u> 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.

<u>Unsafe Acts:</u> 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.

<u>Safety Audits:</u> 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.
- (I) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

# (3) Sewage Discharge Prevention Plan Approval:

The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit comments from the owner/operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107-15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

# (D) Service Connections:

# (1) General:

In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

# (2) Unidentified Water and Sewer Connections:

The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

# (E) Repairing Damaged Lines:

When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in Subsection 107-15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner/operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

# (F) Sewage Discharge Damage Assessments:

The Department will assess liquidated damages in accordance with the Table 1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 for late completion of the project.

Liquidated damages assessed by the Department will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

Table 1						
Liquidated Damages						
(each 24 hour period, or portion thereof)						
Volume of Discharge	Raw Sewage or Industrial	Treated				
	Wastewater	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) <u>Labor</u>. 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) <u>Insurance and Taxes</u>. 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) <u>Materials</u>. 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) <u>Equipment</u>. 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 <u>"Blue Book for Construction Equipment"</u>.
- (e) <u>Miscellaneous</u>. 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) <u>Comparison of Records</u>. 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) <u>Statements</u>. 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 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 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 422, 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	Approximate Tack Coat Application Rates: Gallons / Square Yard		Payment
Bituminous Material	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	Factor
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.

A thickened asphalt edge will be required throughout the project and where new pavement matches existing pavement and shall be constructed per MAG Standard Detail 201, Type A (See Appendix A). The cost of constructing each thickened asphalt edge shall be considered included in the cost of Bidding Item No. 409.

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

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

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

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

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

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

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

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

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

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

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

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 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

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

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

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

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

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

#### SECTION 810 EROSION CONTROL AND POLLUTION PREVENTION:

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

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

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

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

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

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 ALLOWE	D FOR MOBII	LIZATION DURING		
THE LIFE OF THE CONTRACT				
<b>Contract Amount:</b>	% Of	Basis Of Payment		
\$	Contract			
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 contract	or upon com	pletion 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 921 REPAIR PIPE ENDS**

**921-1 Description:** The work under this section shall consist of repairing the damaged ends of the pipe culverts shown on the project plans to be repaired. Repairing shall involve the reestablishing of the opening of the pipe by methods approved by the Engineer.

921-2 Blank

921-3 Blank

- **921-4 Method of Measurement:** Repair pipe ends will be measured as a unit for each culvert end repaired.
- **921-5 Basis of Payment:** Payment for repair pipe ends, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for furnishing all

labor, materials and equipment, and performing all operations in connection with the repairing of the damaged ends of the pipe culverts shown on the project plans to be repaired.

## SECTION 923 PLACEMENT OF PORTLAND CEMENT

- **923-1 Description:** The work under this section shall consist of furnishing and applying Portland cement onto the finished subgrade surface just prior to the placement of the aggregate base course at the locations directed by the Engineer.
- **923-2** Materials: Portland cement shall conform to the requirements of ASTM C 150 for Type II, III, or V.
- **923-3 Application:** Portland cement shall be spread evenly onto the subgrade surface just prior to the placement of the aggregate base course at a rate of approximately 1 pound per square foot.

Care should be taken not to allow the cement powder to drift beyond the limits of placement.

- **923-4 Method of Measurement:** Placement of Portland cement will be measured by the square foot of ground surface treated.
- **923-5 Basis of Payment:** Payment for Placement of Portland cement, measured as provided above, will be paid for at the contract unit price per square foot, which price shall be full compensation for furnishing all labor, materials and equipment, and performing all operations in connection with the placement of Portland cement, complete in place.

# 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.



# \*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

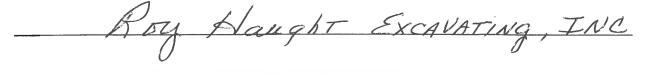
# PROPOSAL (P-1 to P-3)

## TO THE GILA COUNTY PUBLIC WORKS DIVISION:

## Gentlemen:

The following Proposal is made for **Bid No. 052217 Toya Vista 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.

# Proposal continued...

If by a Corporation:

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

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

# Corporate Name: Soy Haught Excavating INC Corporate Address: Lo. Box 73 Sayson, AZ 85547 Incorporated under the laws of the State of: ARIZONA By (Signature): None M. Haught Secretary: BELIA RALSTON Treasurer:

# Invitation for Bids No. 052217

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)

# TOYA VISTA 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: Roy Haught ExCAVATING, INC
TOTAL CONTRACT PRICE, for the sum of \$ 233,781.00
WRITTEN TOTAL CONTRACT PRICE
TWO HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED E 19th Dollars
andCents.

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	3000 00	3000 00
202	Removal of Structures and Obstructions	L.SUM	1	3429200	•
203	Grader Ditch	L.FT	1,047	300	3141.00
205	Grading Roadway for Pavement	SQ.YD.	4,000	500	
303	Aggregate Base, Class 2	CU.YD.	617	3000	18,510.00
345	Adjust Utility Frames, Covers & Valve Boxes	EACH	4	2000 00	8,000.00
409	Asphaltic Concrete (Misc. Structural)	Ton	645	12000	77400.00
701	Maintenance and Protection of Traffic	L.SUM	1	800000	8,000 50
810	Erosion Control and Pollution Prevention	L.SUM	1	5000 to	5,000 00
901	Mobilization	L.SUM	1	734800	7,24800
921	Repair Pipe Ends	EACH	13		-
923	Placement of Portland Cement	SQ.FT.	11,280	125	9,10000
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	\$18,000.00	\$18,000.00
925	Construction Surveying and Layout	L.SUM	1	799000	799000

**Total Base Bid** 

# 233,781,00



ORSC 21328 (5/97)

# **OLD REPUBLIC**

Old Republic Surety Company Old Republic Insurance Company Bituminous Casualty Corporation

# **BID BOND**

The American Institute of Architects, AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that	We Roy Haught Excavating, Inc.	
as Principal, hereinafter called the Principal, and	Old Republic Surety Company	
as Surety, hereinafter called the Surety, are held a	and firmly bound unto Gila County Procu	rement
as Obligee, hereinafter called the Obligee, in the s	um of 10% of Bid	
	Dollars (\$	),
for the payment of which sum well and truly to bourselves, our heirs, executors, administrators, suthese presents.	be made, the said Principal and the sa	id Surety, bind
WHEREAS, the Principal has submitted a bid for	Toya Vista Road Improvement Projec	<u>t</u>
NOW, THEREFORE, if the Obligee shall accept to a Contract with the Obligee in accordance with to may be specified in the bidding or Contract Docuperformance of such Contract and for the proposecution thereof, or in the event of the failure bond or bonds, if the Principal shall pay to the Obetween the amount specified in said bid and suffaith contract with another party to perform the Vinull and void, otherwise to remain in full force are	the terms of such bid, and give such aments with good and sufficient sure mpt payment of labor and material of the Principal to enter such Controlligee the difference not to exceed the larger amount for which the Oblivork covered by said bid, then this o	bond or bonds as ty for the faithful furnished in the act and give such he penalty hereof gee may in good
Signed and sealed this 11th day of	July	, 2017
	Roy Haught Excavating	g, Inc.
Desky Barn J.	By: Principal  By: Roy Haught; Owner	(Seal)
	Old Republic Surety Company	
many (All methons of	Surety By:	(Seal)
Number Witness	Attorney-in-Fact	
ammy Matthews	Monti Honocok: Attomay in Font	

Monti Hancock; Attomey-in-Fact



## **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint

MONTH 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 atl of the acts of said Atterneys-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
- (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 day of OLD REPUBLIC SURETY COMPANY STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS President day of AUGUST, 2016 Alan Pavlic On this , personally came before me, 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 My commission expires:

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

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

HANCOCK LEAVITT INS AGENCY INC

# 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 052217-TOYA VISTA ROAD IMPROVEMENT PROJECT

The applicant submitting this Bid warrants the following:

1.	Name, Address, and Telephone Number of Principal Contractor:  Roy Haught Excavating INC  P.O. Box 73 Payson AZ 85547  928.474-2454
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?YesNo. 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.
ŀ.	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.
- 7. Current Arizona Contractor License Number: 800 341846

Signature of Authorized Representative

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.

		Part (1) and (1)
1.	Company:	Payson Wath Company
	Contact:	JASON WILLIAMSON
	Phone:	720-949-1384
	Address:	PO AOX 200595 DENVER, CO 80220
2.	Company:	SEVEN MILE MAX
	Contact:	BRUCE BUTLER
	Phone:	928. 242-1498
	Address:	51 W 3Rd ST TEMPS AZ 85281
3.	Company:	FOREST Ridge I LLC
	Contact:	MIKE HORTON
	Phone:	928. 970 - 1484
	Address:	6540 N 7th Ave Moenix AZ 85013
4.	Company:	TOWN OF STAR VALLEY
	Contact:	Tim L-BICK
	Phone:	928-472-7752
	Address:	3675 E. Hoy 260 STAR VALLEY AZ 85541
		Name of Business
		Signature of Authorized Representative  RESIDENT
		Title

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

STATE OF ARIZONA ) )ss
COUNTY OF: Gila )
(Name of Individual) being first duly sworn, deposes and says:
That he is PRESIDENT
of Roy Hateght ExcavATTNG INC. and (Name of Business)
That he is properly prequalified by Gila County for bidding on BID NO. 052217, TOYA VISTA 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
Roy Haught EXCAVATING INC. (Name of Business)
has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.
Boy Laught Excavating INC
By PRESIDENT
Title
Subscribed and sworn to before me this 2th day of July, 2017.  My Commission expires:
Notary Public  OFFICIAL SEAL  TONI GERMAN  Notary Public - State of Arizona  GILA COUNTY

My Comm. Expires November 6, 2018

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

At the time of the submission of **Invitation for Bid No. 052217**, 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.	

Title

Name of Business

Wirme M. H. Go

# **BIDDERS CHECKLIST (CK-1)**

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

# CHECKLIST:

REQUIRED DOCUMENT	COMPLETED AND EXECUTED
Proposal	
Bidding Schedule	
Surety (Bid) Bond	
Qualification & Certification Form	
Reference List	
Affidavit of Non-Collusion	
Subcontractor Certification	
Contract	
Bidders Checklist & Addenda Acknowledgment	
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:	
#1 #2 #3	#4 #5
Initials and	
Date 7-1/-/7	
Signed and dated this 12th day of July	, 2017.
CONTRACTO	DR:
BY: BY:	o MI gd
	lo l

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: Toya Vista Road Improvement Project, Bid No. 052217. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, July 17, 2017.



# GILA COUNTY TOYA VISTA ROAD IMPROVEMENT PROJECT INVITATION FOR BID NO. 052217

ADDENDUM #1: DATE: 07/11/17

# **CLARIFICATIONS:**

 QUESTION: What is the due date of the Invitation for Bid ANSWER: The due date is 4:00 P.M. (AZ Time), Thursday July 13, 2017, please see page 2 of the IFB.

This concludes Addendum No. 1 to Invitation for Bid No. 052217

Roy Haught Excavating, Inc., was established in 1987 doing business in the following capacity:

Excavation
Drainage
Water Distribution
Sewer & Low Pressure Sewer
Grading
Paving
Concrete Work
Buildings
All Dry Utilities
Utility Trenching
Septic Systems (Including Alternative Systems)
Aggregate Hauling

Roy Haught Excavating, Inc., licenses include: A General Engineer (ROC247846), Excavating, Grading and Oil Surfacing (ROC146561) as well as Septic Systems (ROC148193).

Projects completed have been for Salt River Project, the State of Arizona, the USDA Forest Service, Several Counties in Arizona as well as for private ownership. We have had a contract with APS for over 10 years.

(Rev. December 2014) Department of the Treasury

# Request for Taxpayer **Identification Number and Certification**

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

IIILOITIE	i i leveride dei vice											
	1 Name (as shown on your income tax return). Name is required on this line; do not le	ave this line blank.										
ROY HAUGHT												
2	2 Business name/disregarded entity name, if different from above											
page	ROY HAUGHT EXCAVATING, INC											
uo s	3 Check appropriate box for federal tax classification; check only one of the following ☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation ☐ single-member LLC	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):										
ty tio	☐ Limited liability company. Enter the tax classification (C≃C corporation, S=S corporation)	Exempt payee code (if any)										
Print or type	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.							Exemption from FATCA reporting code (if any)				
P = 2	☐ Other (see instructions) ▶				(Applie:	s to account	s maint	ined outs	ide th	e U.S.)		
Ci	5 Address (number, street, and apt. or suite no.)	equester's	name a	nd ad	dress (or	tiona	I)					
Spe	P.O. BOX 73											
See :	6 City, state, and ZIP code											
Š	PAYSON, AZ 85547											
	7 List account number(s) here (optional)											
Par	Taxpayer Identification Number (TIN)											
Enter	your TIN in the appropriate box. The TIN provided must match the name give	n on line 1 to avoid	So	cial seci	arity r	number						
backu	p withholding. For individuals, this is generally your social security number (S nt alien, sole proprietor, or disregarded entity, see the Part I instructions on p	SN). However, for a	1		7		7	T	T	$\exists \exists$		
entitie	s, it is your employer identification number (EIN). If you do not have a number	age 3. For other			-		-					
TIN on page 3.												
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for Employer identification n					numb	er						
guidelines on whose number to enter.									T	ヺ		
8 6   -						9 4	1	1 2	2   7	'		
Part II Certification												
Under penalties of perjury, I certify that:												
1. The	number shown on this form is my correct taxpayer identification number (or	I am waiting for a n	umber to	be iss	ued t	o me); a	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 ar	n 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.									
becau interes genera	cation instructions. You must cross out item 2 above if you have been notified you have falled to report all interest and dividends on your tax return. For report paid, acquisition or abandonment of secured property, cancellation of debt, ally, payments other than interest and dividends, you are not required to signations on page 3.	eal estate transactions to an	ons, item	2 does	not	apply. F	or m	ortga	ge Nar	nd		
Sign Here	Signature of U.S. person ► U.S. person ►	Date ▶	. 07	- 12	1	17						
Gen	eral Instructions Form	n 1098 (home mortga	ge interes	1), 1098-	E (stu	dent loar	inter	est), 10	)98-	Г		
Section references are to the Internal Revenue Code unless otherwise noted.  • Form 1099-C (canceled debt)												
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at <a href="https://www.irs.gov/fw9">www.irs.gov/fw9</a> .  • Form 1099-A (acquisition or abandonment of secured property)												
_	Use	Form W-9 only if you e your correct TIN.						t alien)	, to			
		and the second second process.	14101 11									

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
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

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

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

# GILA COUNTY CONTRACT NO. 052217 (C-1 TO C-7)

THIS AGREEMENT, made and entered i	nto this day of,
2017, by and between Gila County, a political s	ubdivision 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. 052217- Toya Vista 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 052217 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. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 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. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: 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. <u>SUBCONTRACTORS</u>: 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. <u>APPROVAL:</u> 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 **60 Calendar** Days of the commencement date as specified on the Notice To Proceed.

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

# **WORK ITEM**

# DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$490.00

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

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

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

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. 052217-TOYA VISTA ROAD IMPROVEMENT PROJECT

OWNER:	CONTRACTOR:
GILA COUNTY BOARD OF SUPERVISORS	
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature
	Print Name
ATTEST:	Witness (If Contractor is Individual)
Marian Sheppard, Clerk of the Board	
APPROVED AS TO FORM:	
Jefferson R. Dalton, Deputy Gila County Attorney, Civ	il 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,				
	8	, (herei	nafter called the I	Principal), as Principal,
and				
(hereinafter called Surety), a corp	oration duly organized	and existing the la	aws of the State o	f
the Director of the Department of called the Obligee)	in the	authority to tran are held and firr amount of dollars (\$	mly bound unto G	illa County (hereinafte OF CONTRAC ), for the paymen
assigns, jointly and severally, firm.  WHEREAS, the Principal  Toya Vista Road Improvement Pr the same extent as if copied at ler  NOW, THEREFORE, THE O perform and fulfill all the underta original term of said contract and any guaranty required under the o conditions, and agreements of ar made, notice of which modificatio otherwise to remain in full force a  PROVIDED, HOWEVER, ti 2, of the Arizona Revised Statute provisions of said Title, Chapter ar  The prevailing party in a attorneys' fees as may be fixed by	has agreed to enter into roject, which contract is regional to the contract is region to the condition of this object, which contract, and shall also may and all duly authorizons to the Surety being and effect; hat this bond is execute es, and all liabilities on the Article, so the extent a suit on this bond shall should be suit on this bond shall shall be suit on this bond shall be suit on the suit on this bond shall be suit on the suit	schereby referred to schereby referred to schereby such and with or without n perform and fulfill and modifications schereby waived; and pursuant to the to this bond shall as if they were co	H, that if the said agreements of said contract then the above of provisions of Titl be determined in point and made a part of said contract then the above of the provisions of the point at length he	Principal shall faithfull aid contract during the y, and during the life of ings, covenants, terms that may hereafter be bligation shall be void accordance with the rein.
Witness our hands this _	day of		, 2017.	
Pri <b>ncipal</b>	Seal			
Surety		Seal	Ву:	
Agency of Record			Ву:	
Arizona Countersignature			Agency Addr	ess
Address				
Phone Number		<del> </del>		

# 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,		
	(here	inafter called the Principal), as Principal,
and		marter danca the Filmelpari, as Filmelpari,
(hereinafter called Surety), a corporat	ion duly organized and existing the	laws of the State of
the Director of the Department of Installed the Obligee) in the amount of dollars (\$	ling a certificate of authority to traisurance, as Surety, are held and fir f (100% of Contract Amount) e payment whereof, the said Principasors, and assigns, jointly and several agreed to enter into a certain contract, which contract is hereby referred herein.  DITION OF THIS OBLIGATION IS SUCCESS, covenants, terms, conditions and extension thereof, with or without react, and shall also perform and fulfind all duly authorized modification to the Surety being hereby waived; ffect; his bond is executed pursuant to the nd all liabilities on this bond shall ticle, so the extent as if they were controlled in this bond shall recover as a	pal and Surety bind themselves, and their ally, firmly by these presents.  act with the Obligee for: Bid No. 052217- to and made a part hereof as fully and to  CH, that if the said Principal shall faithfully diagreements of said contract during the notice to the Surety, and during the life of ill all the undertakings, covenants, terms, so for said contract that may hereafter be then the above obligation shall be void, the provisions of Title 34, Chapter 2, Article be determined in accordance with the
Witness our hands this	day of	, 2017.
Principal	Seal	
Surety	Seal	Ву:
Agency of Record		Ву:
Arizona Countersignature		Agency Address
Address		
Phone Number		

# GILA COUNTY <u>CONTRACT PERFORMANCE WARRANTY</u> (CPW-1)

Ι,	, representing
	(company name)
do hereby warranty the work performed for the:	
BID NO. 052217-TOYA VISTA ROAD IMPROVEMEN	T PROJECT,
for a period of two (2) years from completion of sai	d work.
Said work shall be free from defects which would manner.	cause the work not to perform in its intended
10fficer Porton Ocean	
(Officer, Partner, Owner)	Date

# **APPENDIX A**

REFERENCED

MAG

STANDARD DETAILS

AND

**SPECIFICATIONS** 

## **SECTION 345**

# ADJUSTING FRAMES, COVERS, VALVE BOXES METER BOXES AND PULL 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 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 ½ -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:

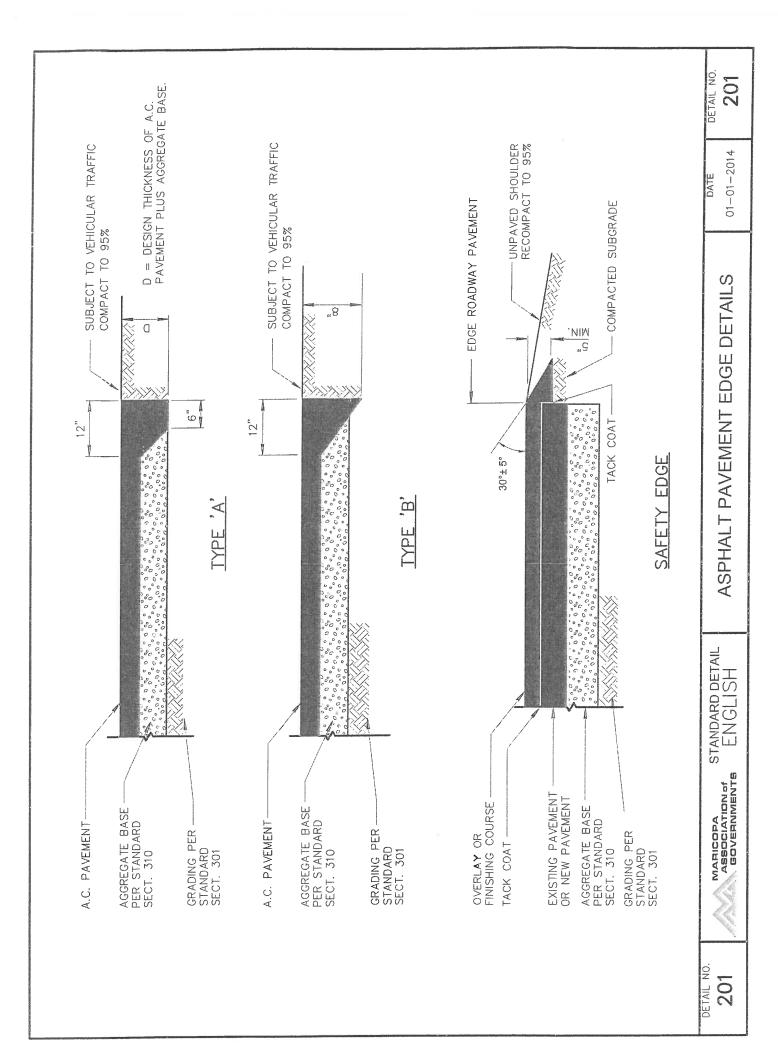
The quantities measured will be the actual number of frames, covers and valve boxes of each type, adjusted and accepted.

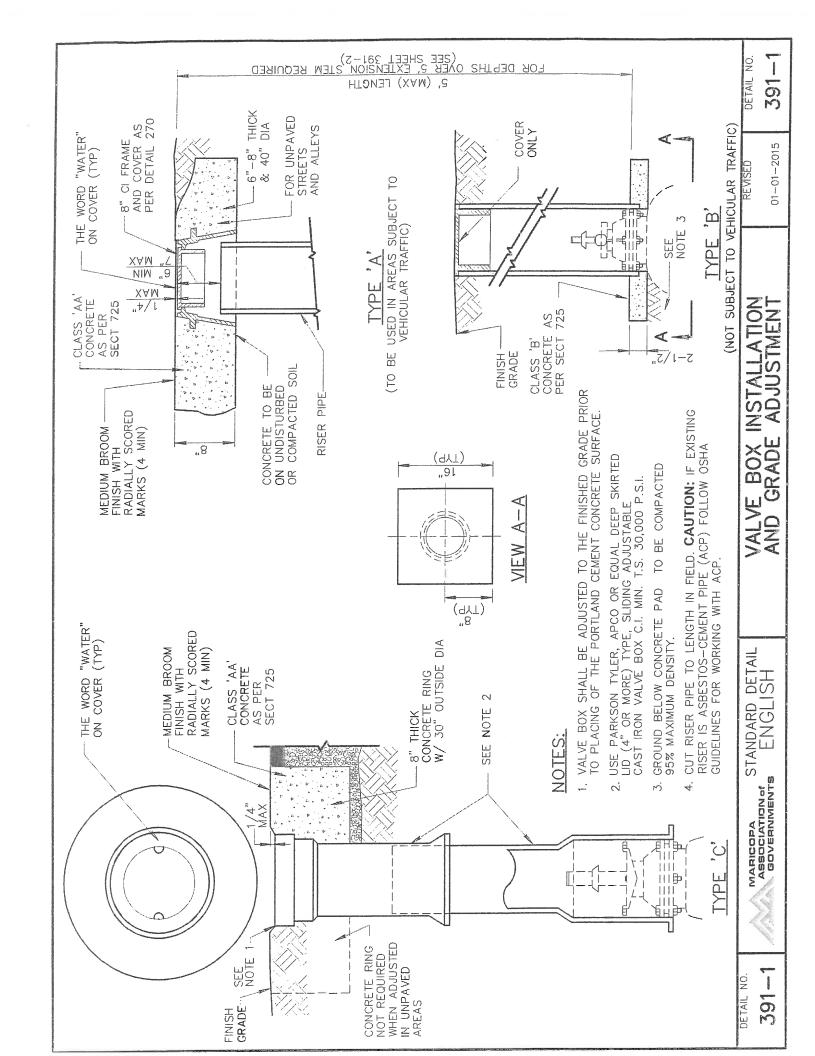
## **345.7 PAYMENT:**

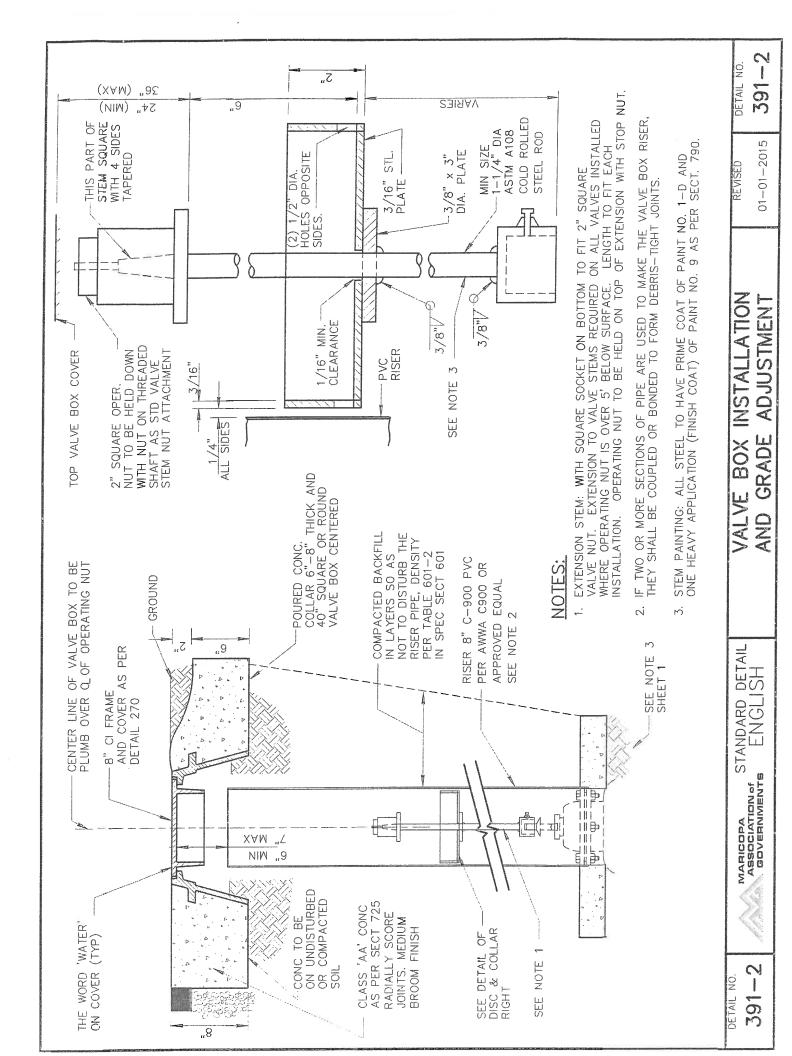
Accepted quantities, will be paid for at the contract unit price. Payment shall be compensation in full for all materials, labor, equipment and incidentals necessary to complete the work.

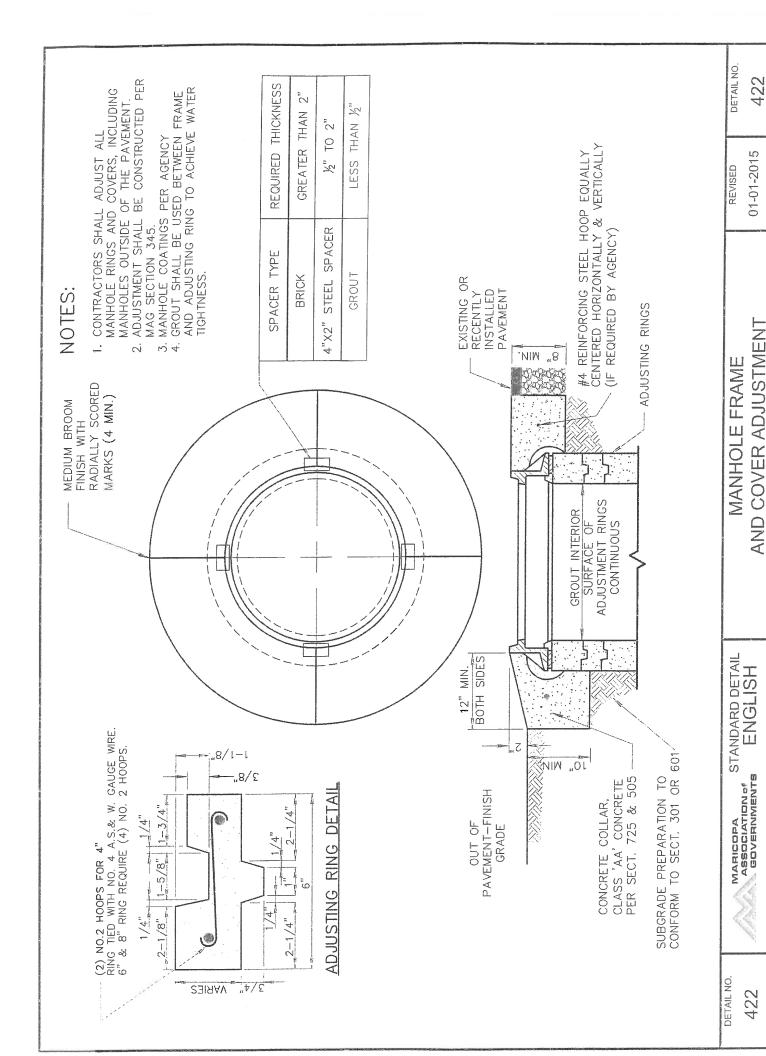
- End of Section -

Revised 2015 345-2









# **APPENDIX B**

(PROJECT PLANS)



# GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

#### **ARF-4490**

# Regular Agenda Item 4. H.

# **Regular BOS Meeting**

Meeting Date: 08/21/2017

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

## **Information**

# Request/Subject

Resolution 17-08-02 accepting a drainage easement from the Pleasant Valley Community Council, Inc.

# **Background Information**

The unincorporated community of Young has a public library that is adjacent to SR 288 (a state highway) and Midway Road (a County Highway). The library sits on land owned by the Pleasant Valley Community Council, Inc. Recent heavy rain events have caused the library to take on water, which in turn prevents the residents of the area access to the library. The Council has requested the County's assistance in finding a solution to the problem.

# **Evaluation**

Staff met with representatives and looked at the issue. After a survey of the area was conducted, it was determined that runoff could be channeled away from the highways and around the library. To do this the Council would need to grant the County a drainage easement for the runoff.

# Conclusion

The Council has approved granting the County a drainage easement and should the Board accept the easement, staff will be able to direct water away from the library to prevent any future damage.

# Recommendation

It is the recommendation of the Public Works Director that the Board adopt Resolution No. 17-08-02.

# Suggested Motion

Information/Discussion/Action to adopt Resolution No. 17-08-02 to accept a Drainage Easement from the Pleasant Valley Community Council, Inc. (Steve Sanders)

# **Attachments**

Resolution 17-08-02
Fee No. 2017-007328 Drainage Esmt.

When recorded please send to: Marian Sheppard Clerk of the Board



#### **RESOLUTION NO. 17-08-02**

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ACCEPTING A TWENTY-FOOT WIDE DRAINAGE EASEMENT DESCRIBED IN FEE NO. 2017-007328, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA, AND SHOWN AS EXHIBIT "A" ATTACHED HERETO.

**WHEREAS**, the drainage easement described in Fee No. 2017-007328 has been granted by the Pleasant Valley Community Council, Inc., an Arizona Corporation and the owner of the above described property; and

**WHEREAS** it is in the best interest of the County of Gila to accept the drainage easement described in the attached Exhibit "A" - Fee No. 2017-007328;

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors hereby accepts a twenty-foot wide drainage easement described in the Fee No. 2017-007328, Gila County Records, Gila County, Arizona, as shown on Exhibit "A" attached to this resolution.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of August 2017, at Globe, Gila County, Arizona.

Attest:	GILA COUNTY BOARD OF SUPERVISORS
Marian Sheppard, Clerk	Tommie C. Martin, Chairman
Approved as to form:	
Jefferson R. Dalton Deputy Gila County Attorney	
Civil Bureau Chief	



# Exhibit "A" LEGAL DESCRIPTION 20' Drainage Easement

Gila County Public Works Job No. GC2017-10 May 2, 2017 Page 1 of 1

A strip of land 20.00 feet wide lying within Parcel 3 as described in Docket 638, pages 831 and 832, Gila County Records (G.C.R.), being a portion of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 30, Township 9 North, Range 14 East, Gila and Salt River Meridian, Gila County, Arizona, having a centerline more particularly described as follows:

Commencing for a tie at the 1/2" open pipe marking the North Quarter corner of said Section 30, from which the Arizona Highway Department brass cap marking the Northwest corner of said Section 30 bears N. 89° 53' 01" W. (Basis of Bearing), a distance of 2639.50 feet, as shown on Record of Survey (R.O.S.) of Pleasant Valley Acres recorded as Survey Map No. 3598, G.C.R.;

THENCE N. 89° 53' 01" W. along the north line of said Section 30, a distance of 658.83 feet to the intersection of the northerly projected centerline of Midway Avenue right of way;

THENCE departing said north line, S. 00° 05' 27" E. along said projected centerline, a distance of 46.68 feet to the northeast corner of that certain parcel of land described in Fee No. 2008-007866, G.C.R.;

THENCE departing said projected centerline, N. 89° 53' 03" W. along the north line of said parcel of land, a distance of 25.00 feet to a 1/2" rebar with 2-1/2" aluminum cap stamped Gila County Eng. Dept., Gary Tamietti, LS 25089 marking the northwest corner of said parcel of land;

THENCE departing said north line, continuing N. 89° 53' 03" W. along the south right of way line of State Highway 288 as shown on said R.O.S., a distance of 98.67 feet to the POINT OF BEGINNING of this centerline description;

THENCE departing said south right of way line, S. 09°39'23" W., a distance of 150.00 feet to the POINT OF TERMINUS. The side lines of subject easement shall lie 10 feet on each side of the above described centerline and be lengthened or shortened at the north end to terminate at said south right of way line. Subject easement contains an area of 3,000 square feet, or 0.069 acres, more or less.

When recorded return to:

Gila County Engineering Services 745 N. Rose Mofford Way Globe, Arizona 85501



#### **GRANT OF EASEMENT**

Drainage Easement

For the consideration of TEN AND NO/100 DOLLARS, and other valuable consideration,

#### PLEASANT VALLEY COMMUNITY COUNCIL, INC., an Arizona corporation

the GRANTOR does hereby convey to

#### GILA COUNTY, a BODY POLITIC, the GRANTEE

A Drainage Easement, over, across, under and through for the purpose of maintaining drainage features over the following described property situate in Gila County, State of Arizona, and legally described as follows:

#### See Exhibit "A" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this 200 day of May

Holly Dickrell,

President

2017

Cynthia G. Peck,

Director

CURTIS CORTEZ
Notary Public, State of Arizona
Gila County
My Commission Expires
December 07, 2017

STATE OF ARIZONA)
) ss. COUNTY OF GILA)
ACKNOWLEDGMENT
On this $22^{ND}$ day of $MAY$ , 2017, before me, the undersigned Notary Public, personally appeared Holly Dickrell, President of Pleasant Valley Community Council, Inc., an Arizona corporation, known to me to be the person who executed the foregoing instrument and acknowledged the same to be her free act and deed.
WITNESS my hand and official seal.
My Commission Expires: 12-7-17  Notary Public
STATE OF ARIZONA) ) ss. COUNTY OF GILA)  ACKNOWLEDGMENT
On this <u>1200</u> day of <u>May</u> , 2017, before me, the undersigned Notary Public, personally appeared Cynthia G. Peck, Director of Pleasant Valley Community Council, Inc., an Arizona corporation, known to me to be the person who executed the foregoing instrument and acknowledged the same to be her free act and deed.
WITNESS my hand and official seal.  Leut Goth  No. Commission Empires 12, 7217
My Commission Expires: 12-7-17  Notary Public  CURTIS CORTEZ  Notary Public, State of Arizona  Gila County  My Commission Expires  December 07, 2017



# Exhibit "A" LEGAL DESCRIPTION 20' Drainage Easement

Gila County Public Works Job No. GC2017-10 May 2, 2017 Page 1 of 1

A strip of land 20.00 feet wide lying within Parcel 3 as described in Docket 638, pages 831 and 832, Gila County Records (G.C.R.), being a portion of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 30, Township 9 North, Range 14 East, Gila and Salt River Meridian, Gila County, Arizona, having a centerline more particularly described as follows:

Commencing for a tie at the 1/2" open pipe marking the North Quarter corner of said Section 30, from which the Arizona Highway Department brass cap marking the Northwest corner of said Section 30 bears N. 89° 53' 01" W. (Basis of Bearing), a distance of 2639.50 feet, as shown on Record of Survey (R.O.S.) of Pleasant Valley Acres recorded as Survey Map No. 3598, G.C.R.;

THENCE N. 89° 53' 01" W. along the north line of said Section 30, a distance of 658.83 feet to the intersection of the northerly projected centerline of Midway Avenue right of way;

THENCE departing said north line, S. 00° 05' 27" E. along said projected centerline, a distance of 46.68 feet to the northeast corner of that certain parcel of land described in Fee No. 2008-007866, G.C.R.;

THENCE departing said projected centerline, N. 89° 53' 03" W. along the north line of said parcel of land, a distance of 25.00 feet to a 1/2" rebar with 2-1/2" aluminum cap stamped Gila County Eng. Dept., Gary Tamietti, LS 25089 marking the northwest corner of said parcel of land;

THENCE departing said north line, continuing N. 89° 53' 03" W. along the south right of way line of State Highway 288 as shown on said R.O.S., a distance of 98.67 feet to the POINT OF BEGINNING of this centerline description;

THENCE departing said south right of way line, S. 09°39'23" W., a distance of 150.00 feet to the POINT OF TERMINUS. The side lines of subject easement shall lie 10 feet on each side of the above described centerline and be lengthened or shortened at the north end to terminate at said south right of way line. Subject easement contains an area of 3,000 square feet, or 0.069 acres, more or less.

#### **ARF-4454**

# Regular Agenda Item 4. I.

# Regular BOS Meeting

Meeting Date: 08/21/2017

<u>Submitted For:</u> Jacque Sanders, Asst. County Manager/Librarian Submitted By: Jacque Sanders, Asst. County Manager/Librarian

<u>Department:</u> Asst County Manager/Library District

## **Information**

# Request/Subject

Submit Board of Supervisors' comments on Draft Recovery Plan for the Mexican Wolf, First Revision, for the Nonessential Experimental Population of the Mexican Wolf (Canis lupus baileyi). Comments must be received by August 29, 2016.

## **Background Information**

The U.S. Fish and Wildlife Service (USFWS) is in the process of revising the 1982 Mexican Wolf Recovery Plan. According to USFWS, the goal of the plan is to recover and remove the Mexican wolf from the list of endangered species and turn its management over to the appropriate states and tribes.

According to the USFWS, "The recovery strategy is to establish and maintain a minimum of two resilient, genetically diverse Mexican wolf populations distributed across ecologically and geographically diverse areas areas in the subspecies' range in the United States and Mexico. The recovery strategy for the Mexican wolf ameliorates the threats of human-caused mortality, extinction risk associated with small population size, and loss of gene diversity. We developed this binational recovery strategy in coordination with federal agencies in Mexico and state, federal, and Tribal agencies in the United States. Recovery actions for the Mexican wolf include: managing and monitoring wolves in the wild, including implementing proactive conflict avoidance measures; conducting releases (including cross-fostering) and translocations of Mexican wolves; conducting law enforcement activities; investigating and compensating livestock depredation incidents; conducting outreach, education, and research activities; and managing the captive breeding program. We expect to recover the Mexican wolf within 25 to 35 years. To ensure we are making expeditious progress toward recovery, we will evaluate our progress at five and ten years after implementation of the recovery plan begins and subsequently adjust our

management as needed."

#### Evaluation

An updated recovery plan is a requirement of the Endangered Species Act. Since the current plan was published in 1982 and has not been updated, the plan is out of compliance with the law. In June 2015, the Attorney General's Office and the Arizona Game and Fish Department (AZGFD) and others filed a lawsuit against the Department of the Interior and the USFWS. In April 2016, the USFWS signed a settlement agreement to complete a final revised Mexican Wolf Recovery Plan by the end of November 2017.

Although the plan appears to address the substance of the 2015 lawsuit, AZGFD scientists and others are continuing to evaluate the plan in detail before submitting formal comments.

Areas of concern at this time with the draft plan include the feasibility of the genetic goals and down-listing criteria,

the successes as outlined in the plan are highly dependent on variables outside the control of the United States and the inadequate plan for funding depredation costs to livestock owners.

## Conclusion

Even though this plan appears to address many of the concerns raised in the 2015 lawsuit, there are still areas of concern regarding the plan and the management of the Mexican Wolf. The Eastern Arizona Counties Organization (ECO) staff has been working on comments for the organization as well as for each of the six member counties. These comments will also take into account the concerns raised by the Arizona Game and Fish Department and other partner organizations. Draft letters for each county have not been finalized at the time of this agenda item creation; however, they will be attached prior to the deadline for posting.

# Recommendation

Staff recommends that the Board approve comments for submission to the USFWS regarding the Draft Recovery Plan for the Mexican Wolf, First Revision, for the Nonessential Experimental Population of the Mexican Wolf.

# Suggested Motion

Information/Discussion/Action to consider issuing official comments from the Board of Supervisors regarding the U.S. Fish and Wildlife Service's Draft Mexican Wolf Recovery Plan, First Revision, published in the Federal Register on June 30, 2017. (Jacque Sanders)

# **Attachments**

<u>Draft Mexican Wolf Recovery Plan, first revision</u>

<u>Draft Biological Report for the Mexican Wolf, June 2017 version</u>

<u>Proposed Comments Letter</u>

1	Draft Mexican Wolf Recovery Plan, First Revision
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22	Albuquerque, New Mexico
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#### **PREFACE**

The purpose of a recovery plan is to provide a scientifically based, logical, and effective roadmap for the recovery of a species. It explains what is needed for species recovery and how to get there. Recovery plans are advisory documents, not regulatory documents. A recovery plan does not commit any entity to implement the recommended strategies or actions contained within it for a particular species, but rather provides guidance for ameliorating threats and implementing proactive conservation measures, as well as providing context for implementation of other sections of the ESA, such as section 7(a)(2) consultations on Federal agency activities, development of Habitat Conservation Plans, or the creation of experimental populations under section 10(j).

#### **DISCLAIMER**

Recovery plans delineate reasonable actions believed to be required to recover and/or protect listed species. Plans published by the U.S. Fish and Wildlife Service (FWS, or Service), are sometimes prepared with the assistance of recovery teams, contractors, state agencies, and other affected and interested parties. Recovery teams serve as independent advisors to the Service. Plans are reviewed by the public and submitted to additional peer review before they are adopted by the Service. Objectives of the plan will be attained and any necessary funds made available subject to budgetary and other constraints affecting the parties involved, as well as the need to address other priorities. Recovery plans do not obligate other parties to undertake specific tasks and may not represent the views nor the official positions or approval of any individuals or agencies involved in the plan formulation, other than the Service. They represent the official position of the Service only after they have been signed by the Regional Director as approved. Approved recovery plans are subject to modification as dictated by new findings, changes in species status, and the completion of recovery tasks.

We developed the Draft Mexican Wolf Recovery Plan, First Revision, using a revised recovery planning process called Recovery Planning and Implementation (RPI), adopted by the Service in 2016. RPI is intended to reduce the time needed to develop recovery plans, increase the relevancy of recovery plans over a longer timeframe, and add flexibility to recovery plans so they can be adjusted to new information or circumstances. Under RPI, a recovery plan includes statutorily required elements (objective, measurable criteria; site-specific management actions; and estimates of time and costs), along with a concise introduction and explanation of our strategy to achieve species recovery. The RPI recovery plan is supported by a separate Species Status Assessment, or in some cases, such as with the Mexican wolf, a species Biological Report, which provides background, life-history, and threat assessment information. The draft biological the Mexican wolf is posted https://www.fws.gov/southwest/es/mexicanwolf/. Additionally under RPI, we develop a separate working document called the Recovery Implementation Strategy (implementation strategy). The implementation strategy steps down from the more general description of actions described in the recovery plan to detail the near-term, specific activities needed to implement the recovery plan. The implementation strategy, which will also be posted on our website, will be adaptable by incorporating new information as needed without revising the recovery plan, unless we need to change statutory elements.

By approving this document, the Regional Director will certify that the data used in its development represent the best scientific and commercial data available at the time it was written. Copies of all documents reviewed in development of the plan are available in the administrative record located at New Mexico Ecological Services Field Office, U.S. Fish and Wildlife Service, 2105 Osuna Dr., NE, Albuquerque, NM, 87113, #505-346-2525 or 1-800-299-0196.

#### **ACKNOWLEDGEMENTS**

 A revision of the 1982 Mexican Wolf Recovery Plan has been a long time in coming, and we are grateful to the many people who have contributed their expertise, perspectives, and dedication to the Mexican wolf recovery effort over the last four decades. In particular, we would like to express our gratitude to our interagency and tribal partners and their staff; previous recovery team members and participants in recent recovery planning workshops; colleagues in Mexico; members of the Mexican Wolf Tribal Working Group; Species Survival Plan institutions, facilities, and staff; Service leaders and staff; the local communities in the Mexican wolf reintroduction area in the United States; and the general public. We have included a more extensive list of Acknowledgments in the Draft Biological Report.

LITERATURE CITATION AND AVAILABILITY Literature citation should read as follows: U.S. Fish and Wildlife Service. 2017 Draft Mexican Wolf Recovery Plan, First Revision. Region 2, Albuquerque, New Mexico, USA. Copies of the document can be requested from: U.S. Fish and Wildlife Service New Mexico Ecological Services Field Office 2105 Osuna Drive NE Albuquerque, New Mexico 87113 Telephone #: 505-346-2525 or 1-800-299-0196 U.S. Fish and Wildlife Service Southwest Regional Office P.O. Box 1306 Albuquerque, New Mexico 87103-1306 Telephone #: 505-248-6920 Copies are also available on-line at: http://www.fws.gov/southwest/es/mexicanwolf 

123	TABLE OF CONTENTS	
126 127	PREFACE	2
128	DISCLAIMER	
129	ACKNOWLEDGEMENTS	
130	LITERATURE CITATION AND AVAILABILITY	
131	TABLE OF CONTENTS	
132	LIST OF FIGURES	
133	LIST OF TABLES	
134	EXECUTIVE SUMMARY	
135	I. INTRODUCTION AND BACKGROUND	
136	II. THREATS TO THE MEXICAN WOLF	
137	III. RECOVERY STRATEGY	
138	Geographic Distribution	
139	Population Abundance	
140	Genetic Management	
141	Monitoring and Adaptive Management	
142	Collaborative Recovery Implementation	
143	IV. RECOVERY CRITERIA	
144	Draft Downlisting Recovery Criteria	
145	Draft Delisting Recovery Criteria	
146	Rationale for Recovery Criteria	
147	Explanation of Downlisting Criteria	
148	V. EVALUATION OF THE RECOVERY STRATEGY AND PROGRESS TOWARD RECOVERY	
149	VI. ACTIONS NEEDED	
150	LITERATURE CITED	
151	LITERATIONE CITED	. 72
152		
153		
154 155		

156	LIST OF FIGURES
157	
158	Figure 1. Mexican Wolf Experimental Population Area in Arizona and New Mexico, United
159	States (U.S. Fish and Wildlife Service files).
160	
161	Figure 2. Annual Minimum Population Estimate of Mexican Wolves in the MWEPA, 1998-
162	2016 (U.S. Fish and Wildlife Service files).
163	
164	Figure 3. Focal area for Mexican wolf recovery strategy, including the MWEPA in the United
165	States, and the Sierra Madre Occidental in Mexico. (Figure from Martínez-Meyer et al. 2017,
166	Figure 19. Reclassified intermediate habitat suitability scenario for the Mexican wolf based on
167	the combination of climatic suitability, land cover use, human population density, and road
168	density.)
169	
170	

171	LIST OF TABLES
172	
173	Table 1. Estimated Cost, Time, and Priority for Recovery Actions for the Mexican Wolf 37
174	

#### **EXECUTIVE SUMMARY**

The Mexican wolf (*Canis lupus baileyi*) is an endangered subspecies of gray wolf protected by the Endangered Species Act (ESA) since 1976. Following the near extinction of the Mexican wolf due to predator eradication efforts in the mid to late 1800's to mid-1900's, the U.S. Fish and Wildlife Service, Mexico, and partner agencies initiated a binational captive breeding program with 7 wolves and began efforts to re-establish Mexican wolves in the wild in the United States (in 1998) and Mexico (in 2011).

Our recovery strategy for the Mexican wolf is to establish and maintain a minimum of two resilient, genetically diverse Mexican wolf populations distributed across ecologically and geographically diverse areas in the subspecies' range in the United States and Mexico. The recovery strategy for the Mexican wolf ameliorates the threats of human-caused mortality, extinction risk associated with small population size, and loss of gene diversity. Moreover, it ensures that Mexican wolf populations can achieve the *resiliency*, *representation*, and *redundancy* needed to downlist and delist the Mexican wolf, as described in the Rationale for Recovery Criteria. At the time of recovery, we expect Mexican wolf populations to be stable or increasing in abundance, well-distributed geographically within their range, and genetically diverse. The primary components of the recovery strategy include expanding the geographic distribution of the Mexican wolf, increasing population abundance, improving gene diversity in the wild, monitoring wild populations and implementing adaptive management, and collaborating with partners to address social and economic concerns related to Mexican wolf recovery. We developed this binational recovery strategy for the Mexican wolf in coordination with federal agencies in Mexico and state, federal, and Tribal agencies in the United States.

Recovery actions for the Mexican wolf include: managing and monitoring wolves in the wild, including implementing proactive conflict avoidance measures; conducting releases (including cross-fostering) and translocations of Mexican wolves; conducting law enforcement activities; investigating and compensating livestock depredation incidents; conducting outreach, education, and research activities; and managing the captive breeding program. We expect to recover the Mexican wolf within 25 to 35 years. To ensure we are making expeditious progress toward recovery, we will evaluate our progress at five and ten years after implementation of the recovery plan begins and subsequently adjust our management as needed.

#### Downlisting Recovery Criteria:

The Mexican wolf will be considered for downlisting to threatened status when one of the following two populations meets abundance and genetic criteria as follows:

#### **United States**

a) MWEPA average population abundance is greater than or equal to 320 Mexican wolves over four consecutive years, and

b) Gene diversity available from the captive population has been incorporated into the MWEPA through scheduled releases of a sufficient number of wolves to result in 22 released Mexican wolves surviving to breeding age in the MWEPA. "Surviving to

breeding age" means a pup that lives two years to the age of breeding or an adult or subadult that lives to the year following its release. "Scheduled releases" means captive releases and translocations that achieve genetic representation, as described in Rationale for Recovery Criteria.

#### Mexico

a) Northern Sierra Madre Occidental average population abundance is greater than or equal to 170 Mexican wolves over four consecutive years, and

b) Gene diversity available from the captive population has been incorporated into the northern Sierra Madre Occidental through scheduled releases of a sufficient number of wolves that results in 37 released Mexican wolves surviving to breeding age in the northern Sierra Madre Occidental. "Surviving to breeding age" means a pup that lives two years to the age of breeding or an adult or subadult that lives to the year following its release. "Scheduled releases" means captive releases and translocations that achieve genetic representation, as described in Rationale for Recovery Criteria.

-or-

The Mexican wolf will be considered for downlisting when each population meets abundance and genetic criteria as follows:

a) Average population abundance is greater than or equal to 150 wolves over four consecutive years with a positive growth trajectory, and

b) Gene diversity available from the captive population has been incorporated through the scheduled releases of wolves surviving to breeding age as identified in delisting criteria.

#### Delisting Recovery Criteria:

The Mexican wolf will be considered for delisting when:

1) A minimum of two populations meet abundance and genetic criteria as follows:

#### **United States**

a) MWEPA average population abundance is greater than or equal to 320 Mexican wolves over eight consecutive years, and

b) Gene diversity available from the captive population has been incorporated into the MWEPA through scheduled releases of a sufficient number of wolves to result in 22 released Mexican wolves surviving to breeding age in the MWEPA. "Surviving to breeding age" means a pup that lives two years to the age of breeding or an adult or subadult that lives to the year following its release. "Scheduled releases" means captive releases and translocations that achieve genetic representation, as described in Rationale for Recovery Criteria.

#### *Mexico*

- a) Northern Sierra Madre Occidental average population abundance is greater than or equal to 170 Mexican wolves over eight consecutive years, and
- b) Gene diversity available from the captive population has been incorporated into the northern Sierra Madre Occidental through scheduled releases of a sufficient number of wolves that results in 37 released Mexican wolves surviving to breeding age in the northern Sierra Madre Occidental. "Surviving to breeding age" means a pup that lives two years to the age of breeding or an adult or subadult that lives to the year following its release. "Scheduled releases" means captive releases and translocations that achieve genetic representation, as described in Rationale for Recovery Criteria.
- 2) Effective State and Tribal regulations are in place in the MWEPA in those areas necessary for recovery to ensure that killing of Mexican wolves is prohibited or regulated such that viable populations of wolves can be maintained. In addition, Mexico has a proven track record protecting Mexican wolves. Based on these protections, Mexican wolves are highly unlikely to need the protection of the ESA again.

#### I. INTRODUCTION AND BACKGROUND

The Mexican wolf, *Canis lupus baileyi*, is an endangered subspecies of gray wolf protected by the Endangered Species Act (80 FR 2488, January 16, 2015) (ESA). The Mexican wolf is a top predator native to the southwestern United States and Mexico that lives in packs and requires large amounts of forested terrain with adequate ungulate (deer and elk) populations to support the pack. Predator eradication programs in the mid to late 1800's to mid-1900's resulted in the near extinction of the Mexican wolf. Extinction was averted with the inception of a captive breeding program founded with seven Mexican wolves.

Today, Mexican wolves again inhabit portions of the southwestern United States in Arizona and New Mexico, and the northern Sierra Madre Occidental of Chihuahua in Mexico. Mexican wolves are present in these areas due to ongoing reintroduction efforts in both countries, supported by the binational captive breeding program. Additional information about the history of Mexican wolf reintroduction efforts is available in the draft Biological Report for the Mexican Wolf (USFWS 2017a), and the Final Environmental Impact Statement for the Proposed Revision to the Regulations for the Nonessential Experimental Population of the Mexican wolf (USFWS available Both documents are on our website, at: https://www.fws.gov/southwest/es/mexicanwolf/index.cfm.

#### Recovery Planning

The Mexican Wolf Recovery Plan, First Revision (Plan) contains the required recovery plan elements specified by the Endangered Species Act (ESA) (section 4(f)(1)):

i) a description of such site-specific management actions as may be necessary to achieve the plan's goal for the conservation and survival of the species;

 ii) objective, measurable criteria which, when met, would result in a determination, in accordance with the provisions of this section, that the species be removed from the list; and

estimates of the time required and the cost to carry out those measures needed to achieve the plan's goal and to achieve intermediate steps toward that goal.

Three other recovery plans have been written for the Mexican wolf: 1) the 1982 Mexican Wolf Recovery Plan (USFWS 1982), written by a recovery team established by the Service and signed by the Service and the Dirección General de la Fauna Silvestre in Mexico; 2) the 2000 Proyecto de Recuperación del Lobo Mexicano (Proyecto de Recuperación, commonly known as "PREP") (SEMARNAP 2000); and 3) the 2009 Programa de Acción para la Conservación de la Especie: Lobo Gris Mexicano (Programa de Acción; commonly known as "PACE") (CONANP 2009). The latter two plans were written under the guidance of the responsible federal agency in Mexico at the time, in collaboration with the National Technical Advisory Subcommittee for the Recovery of the Mexican Wolf in Mexico. All three plans acknowledge the binational historical range of the Mexican wolf in the United States and Mexico, but each plan was written within the context of the federal laws governing its content. The 1982 Mexican Wolf Recovery Plan was written pursuant to the Service's obligation to develop recovery plans for species protected by the ESA, whereas the 2000 Proyecto de Recuperación was written pursuant to Mexico's Ley General del Equilibrio Ecológico y la Protección al Ambiente (or General Law for Ecological

Balance and Environmental Protection) and the 2009 Programa de Acción was written pursuant to Mexico's Ley General de Vida Silvestre (or General Wildlife Law).

The Service's 1982 Mexican Wolf Recovery Plan did not contain all three of the recovery plan elements specified in section 4(f)(1) of the ESA. At the time of writing, the recovery team could not foresee full recovery and eventual delisting of the Mexican wolf due to its dire status in the wild and their assessment of a lack of suitable habitat within historical range due to human activities. Therefore, the recovery team stopped short of providing the objective and measurable recovery criteria required by the ESA and instead laid out a "prime objective":

To conserve and ensure the survival of *Canis lupus baileyi* by maintaining a captive breeding program and re-establishing a viable, self-sustaining population of at least 100 Mexican wolves in the middle to high elevations of a 5,000-square-mile area within the Mexican wolf's historic range (USFWS 1982:23).

The recovery actions and time and cost estimates in the 1982 Recovery Plan focused on information gathering and management recommendations in support of this prime objective. The Service initiated revisions of the 1982 Mexican Wolf Recovery Plan in the mid-1990s and early 2000's, but these revisions were not finalized due to logistical issues, including litigation related to gray wolf reclassifications (USFWS 2010).

Mexico's Proyecto de Recuperación was not required by law to set a numeric goal for recovery. The plan did, however, establish an objective to reach population levels that would ensure long-term viability by reintroducing Mexican wolves into several areas in Mexico (SEMARNAP 2000). The document explained that Mexico supported reintroduction on both sides of the Mexico-United States border, and stated that it would be difficult to find appropriate habitat for reintroduction in Mexico. The Proyecto de Recuperación suggested that the best habitat may exist within the Sierra Madre Occidental and the Sierra Madre Oriental mountain ranges (SEMARNAP 2000).

The responsibilities for Mexico's priority species were transferred to Comisión Nacional de Áreas Naturales Protegidas (CONANP) in 2004, and the Programa de Acción was finalized in 2009 with the participation of the former technical advisory subcommittee. (The rule that established the National Technical Advisory Committee for Priority Species was abolished in March 2009, therefore the subcommittee ceased to exist formally). This action plan established the necessary steps to begin the reintroduction of the Mexican wolf in Mexico, with 5 strategic goals: define at least 6 potential sites for the Mexican wolf reintroduction; strengthen law enforcement actions to protect habitat within the historical range of the species; involve a variety of sectors of society in the recovery of the species; support the subcommittee's efforts for the reintroduction of the wolf; and create the conditions to allow that the strategies of the subcommittee contribute to the goals of the PACE (CONANP 2009). The action plan is considered to be outdated and in need of revision, but revision of these actions plans are not mandated on a specific schedule.

The 2017 Mexican Wolf Recovery Plan, First Revision will replace and supersede the Service's 1982 Mexican Wolf Recovery Plan, but it does not replace, supersede, or otherwise affect

Mexico's Proyecto de Recuperación and Programa de Acción. The Service recognizes that the objectives of the 1982 Mexican Wolf Recovery Plan were largely to halt extinction and explore whether Mexican wolves could be reestablished in the wild. Together with our partners, we have achieved those objectives. The 2017 Mexican Wolf Recovery Plan, First Revision provides a strategy, criteria, and actions to fully recover the Mexican wolf pursuant to the ESA.

This Plan was developed using the best scientific information available, including Mexican wolf monitoring data from the wild and captivity, as well as data from other gray wolf populations when relevant. We utilized two recent computer modeling analyses to develop the recovery strategy and criteria in this Plan. The first computer model analyzes population viability. It uses species-specific data to predict how a population will perform over time under different scenarios. The second model analyzes habitat suitability. It uses Geographic Information System data layers to identify variations in habitat quality across the landscape. These data and analyses are provided in our draft Biological Report for the Mexican Wolf (referenced herein as USFWS 2017a, Miller 2017, and Martínez-Meyer et al. 2017, for the biological report, population viability analysis, and habitat suitability analysis, respectively.). We will finalize the Biological Report concurrent with the 2017 Mexican Wolf Recovery Plan, First Revision. We will update the Biological Report as needed to maintain a compendium of the best available scientific information upon which to base our recovery efforts for the Mexican wolf (see Disclaimer for additional explanation of the Service's new Recovery Planning and Implementation process).

Recovery Implementation in the United States and Mexico

Recovery efforts for the Mexican wolf have been underway in the United States and Mexico for several decades. Both countries are focused on maintaining the binational captive population of Mexican wolves and on re-establishing wild populations by releasing captive wolves into designated reintroduction areas.

The Mexican wolf captive breeding program was established in 1977 to 1980 with three wolves captured from the wild in Mexico. These founding wolves and their offspring were initially referred to as the Certified lineage, later renamed the McBride lineage (Parsons 1996). The captive breeding program has been managed pursuant to breeding protocols and genetic and demographic goals established by the Association of Zoos and Aquariums' Species Survival Plan since 1994 (Hedrick et al. 1997). In 1995, two additional lineages of pure Mexican wolves, the Ghost Ranch lineage, represented by two wolves, and the Aragon lineage, represented by two wolves, were integrated into the captive breeding program due to the limited genetic diversity of the captive population and the potential for inbreeding depression to hinder its success (Parsons 1996, Hedrick et al. 1997). The combination of the three lineages increased the founding base of the captive population from three to seven pure Mexican wolves (Hedrick et al. 1997).

Today, the binational captive breeding program continues to play a vital role in the conservation of the Mexican wolf by providing healthy wolves for release to the wild. The small number of founders of the captive population and the resultant low gene diversity available with which to build a captive population have been a concern since the beginning of the recovery program (Hedrick et al. 1997) and remain a concern today (Siminski and Spevak 2016, and see USFWS 2017a). Long-term viability or adaptive potential depends on the store of genetic variability. It is desirable to retain as much genetic variability as possible, and it is uncertain when loss of

genetic variability might manifest in compromised reproductive function or physical and physiological abnormality (Soulé et al 1986). As of October 21, 2016, the binational captive program houses 251 wolves in 51 institutions, and has retained approximately 83% of the gene diversity of the founders, which is lower than the recommended retention of 90% for most captive breeding programs. It is expected that even with optimal management, the gene diversity in the captive population will continue to decline over time as wolves die or reach reproductive senescence. In its current condition, the population would be expected to retain 75% gene diversity over 60 years and 70.22% in 100 years (Siminski and Spevak 2016). The gene diversity of the captive population is higher than either wild population in the United States or Mexico. This is to be expected, as only wolves that are genetically well-represented in captivity are candidates for release to the wild (USFWS 2017a) and because we are able to manage which wolves are paired each year for breeding in captivity, but not in the wild.

The United States and Mexico have each undertaken efforts to establish the Mexican wolf in the wild by releasing captive-bred wolves into areas of suitable habitat in each country. The United States and Mexico communicate their reintroduction plans with one another, share equipment, and transfer information and technology through staff visits to each country. Implementation of reintroductions occurs according to the legal frameworks and management provisions for each country.

In the United States, Mexican wolves were reintroduced to the wild in 1998 in the Mexican Wolf Experimental Population Area (MWEPA), an area designated for Mexican wolf reintroduction in Arizona and New Mexico (USFWS 1998) (Figure 1). We, with our interagency partners, continue to manage Mexican wolves in this area pursuant to regulations that provide management flexibility and aid in the conservation and recovery of the Mexican wolf (80 FR 2488, January 16, 2015). The Mexican wolf population in the MWEPA has exhibited robust growth in recent years (Figure 2). As of December 31, 2016, a population of at least 113 wild Mexican wolves inhabits the MWEPA, the largest population size reached to date (USFWS 2017b). In 2016, all Mexican wolves in the MWEPA were wild-born, with the exception of surviving cross-fostered pups from captivity (at least one surviving pup has been documented as of June 2017), demonstrating that population growth is driven by natural reproduction rather than the release of wolves from captivity. Only 10 initial releases, including 6 cross-fostered pups from captivity, were conducted between 2009 and 2016, during which time the population grew from a minimum population count of 42 to 113 wolves. We have documented wild-born wolves breeding and raising pups in the wild for 15 consecutive years.

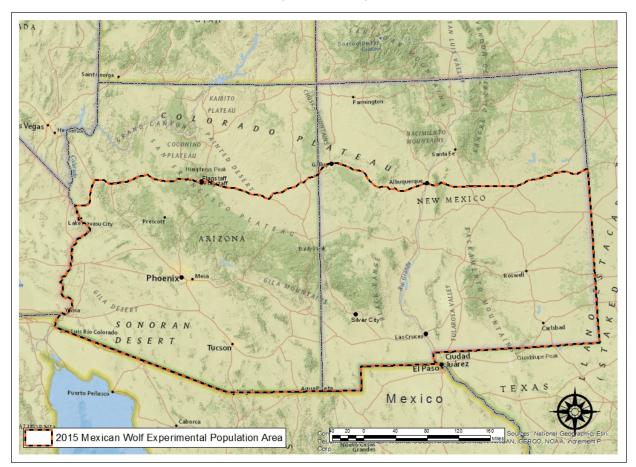
Although population growth has been relatively steady in recent years, we consider the wolves in the MWEPA to be too closely related to one another (referred to as high mean kinship) to ensure the population will be robust over time. The high relatedness of wolves to one another and ongoing loss of gene diversity increases concerns over the potential for inbreeding depression to have negative impacts on future population growth in the MWEPA (USFWS 2017a). Due to these concerns, the recovery plan focuses on inserting gene diversity to the MWEPA through the release of wolves from the captive population. Presently, inbreeding depression in the MWEPA is impacting the probability of a breeding pair producing a litter, but not to a degree that is hindering annual population growth (USFWS 2017a, including Miller 2017). Additional information about the status and trend of the MWEPA population is available in our annual reports (online at https://www.fws.gov/southwest/es/mexicanwolf/) and draft Biological Report

for the Mexican Wolf, the latter of which also includes a more detailed discussion of the genetic condition of the MWEPA population (USFWS 2017a, including Miller 2017).

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#### Mexican Wolf Experimental Population Area



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Figure 1. Mexican wolf Experimental Population Area in Arizona and New Mexico, United States (U.S. Fish and Wildlife Service files).

Mexico began reintroducing Mexican wolves to the wild in 2011 and is still in the establishment 479 480 481 482

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phase of their reintroduction effort. Forty-one wolves have been released in the first five years of the reintroduction, including both releases from captivity and Mexican wolves translocated from the MWEPA to Mexico. As of April 2017, approximately 28 wild Mexican wolves inhabit Chihuahua, Mexico in the northern Sierra Madre Occidental (Garcia Chavez et al. 2017). Mexico is continuing to release captive or translocated Mexican wolves to help increase abundance until such time as natural reproduction is sufficient to sustain the population. One wild pair in Mexico has reproduced in three of its four years in the wild (USFWS 2017a), and

their pups are successfully establishing wild packs with other released animals.

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The MWEPA and northern Sierra Madre Occidental reintroduction sites are approximately 280 miles (mi) (320 kilometers (km) from each other (measured from the center of one area to the other), a distance within the natural dispersal capabilities of the Mexican wolf. The proximity of these areas is such that Mexican wolves have the potential to move between populations depending on how they are managed during dispersal events. Since reintroductions began, two Mexican wolves have crossed the border from Mexico into the United States (U.S. Fish and Wildlife Service, our files). Neither Mexican wolf became established in the MWEPA: one returned to Mexico and one was captured and placed in captivity.

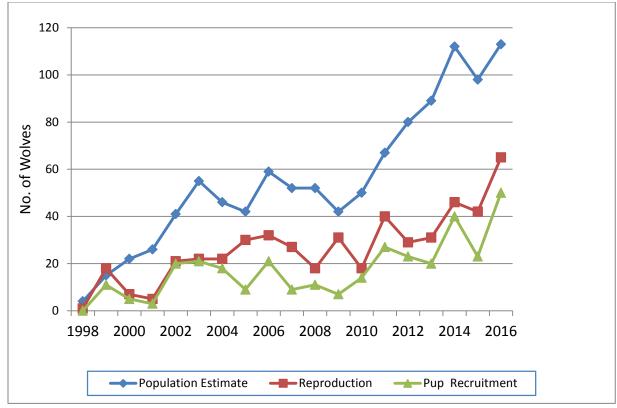


Figure 2. Annual Minimum Population Estimate of Mexican Wolves in the MWEPA, 1998-2016 (U.S. Fish and Wildlife Service files).

#### II. THREATS TO THE MEXICAN WOLF

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We assess "threats" to a species during our determination of whether a species is threatened or endangered due to any of the five factors in the ESA:

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- A) the present or threatened destruction, modification, or curtailment of its habitat or range;
- B) overutilization for commercial, recreational, scientific, or educational purposes;
- C) disease or predation;
- D) the inadequacy of existing regulatory mechanisms;
- E) other natural or manmade factors affecting its survival.

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We recently assessed threats to the Mexican wolf and determined that the Mexican wolf was in danger of extinction due to illegal shooting, genetic issues (inbreeding, loss of heterozygosity, and loss of adaptive potential,) and small population size (80 FR 2488-2512, January 16, 2015). More recently, we described four "stressors" -- conditions that may influence the current and ongoing recovery potential of the Mexican wolf -- in the draft Biological Report for the Mexican Wolf: 1) adequate habitat availability/suitability; 2) excessive human-caused mortality; 3) demographic stochasticity associated with small population size; and 4) continuing or accelerated loss of genetic diversity in the captive or wild populations (USFWS 2017a). Stressors and threats are highly related concepts, but may not be one and the same for a species. For example, for the Mexican wolf, habitat destruction, modification, or curtailment (Factor A) is not threatening or endangering the Mexican wolf, yet ensuring adequate habitat is available to support recovered Mexican wolf population is central to the recovery effort for the Mexican wolf (e.g., a potential stressor).

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The threats to the Mexican wolf have generally remained consistent over time, including humancaused mortality and related legal protections, extinction risk due to small population size, and genetic issues. In the initial proposal to list the Mexican wolf as endangered in 1975 and in the subsequent listing of the entire gray wolf species in the contiguous United States and Mexico in 1978, the Service found that threats from habitat loss (factor A), sport hunting (factor B), and inadequate regulatory protection from human targeted elimination (factor D) were responsible for the Mexican wolf's decline and near extinction (40 FR 17590, April 21, 1975; 43 FR 9607, March 9, 1978). In the 2003 reclassification of the gray wolf into three distinct population segments, threats identified for the gray wolf in the Southwestern Distinct Population Segment (which included Mexico, Arizona, New Mexico, and portions of Utah, Colorado, Oklahoma, and Texas) included illegal killing and (negative) public attitudes (68 FR 15804, April 1, 2003). The 2010 Mexican Wolf Conservation Assessment, a non-regulatory document to assess the status of the Mexican wolf reintroduction project within the broader context of the subspecies' recovery at that time, found that the combined threats of illegal shooting, small population size, inbreeding, and inadequate regulatory protection were hindering the ability of the current population to reach the population objective of at least 100 wolves in the Blue Range Wolf Recovery Area (Service 2010).

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Within the context of the recovery plan, we consider the threats to the Mexican wolf to be excessive human-caused mortality (which includes shooting and other sources), demographic stochasticity associated with small population size, and loss of gene diversity. The draft

Biological Report for the Mexican Wolf provides discussion of each of these threats/stressors (2017a). We further address these threats in our Rationale for Recovery Criteria, and identify recovery actions to alleviate each threat.

#### III. RECOVERY STRATEGY

The recovery strategy describes the building blocks needed to implement the recovery effort based on the current status of the Mexican wolf in the wild and the threats it faces. The primary components of the recovery strategy include expanding the geographic distribution of the Mexican wolf, increasing population abundance, improving gene diversity in the wild, monitoring wild populations and implementing adaptive management, and collaborating with partners to address social and economic concerns related to Mexican wolf recovery. We developed this binational recovery strategy for the Mexican wolf in coordination with federal agencies in Mexico and state, federal, and Tribal agencies in the United States.

The recovery strategy is built upon the concepts of *resiliency*, *redundancy*, and *representation*:

*Resiliency* describes the ability of populations to withstand stochastic events. Measured by the size and growth rate of each population, resiliency is important because it gauges the probability that the populations comprising a species are able to withstand or bounce back from environmental or demographic stochastic events.

*Redundancy* describes the ability of a species to withstand catastrophic events. Measured by the number of populations, their resiliency, and their distribution (and connectivity), redundancy is important because it gauges the probability that the species has a margin of safety to withstand or can bounce back from catastrophic events.

Representation describes the ability of a species to adapt to changing environmental conditions. Measured by the breadth of genetic or environmental diversity within and among populations, representation is important because it gauges the probability that a species is capable of adapting to environmental changes.

Our recovery strategy for the Mexican wolf is to establish and maintain a minimum of two resilient, genetically diverse Mexican wolf populations distributed across ecologically and geographically diverse areas in the subspecies' historical range in the United States and Mexico. The recovery strategy for the Mexican wolf ameliorates the threats of human-caused mortality, extinction risk associated with small population size, and loss of gene diversity (USFWS 2017a, including Miller 2017). Moreover, it ensures that Mexican wolf populations can achieve the *resiliency*, *representation*, and *redundancy* needed to downlist and delist the Mexican wolf, as described in the Rationale for Recovery Criteria. At the time of recovery, we expect Mexican wolf populations to be stable or increasing in abundance, well-distributed geographically within their range, and genetically diverse.

#### **Geographic Distribution**

In the United States, we will implement the recovery strategy for the Mexican wolf in the area designated as the Mexican Wolf Experimental Population Area. In Mexico, federal agencies are focusing Mexican wolf recovery efforts in the northern Sierra Madre Occidental in Sonora, Durango, and Chihuahua (FIGURE 3).

We are focusing recovery implementation in the United States in the MWEPA, consistent with the range described by Parsons (1996), which the Service previously adopted when we began reintroducing wolves in 1998 (63 FR 1752; January 12, 1998). The Service selected this geographical area for recovery implementation in consultation with our partners. We consider this approach to be prudent at this time and consistent with Service regulations for nonessential experimental populations (i.e., section 10j of the ESA). Recent habitat and population viability modeling (Martínez-Meyer et al. 2017, Miller 2017) support our geographic focus because they indicate that a population of Mexican wolves in the MWEPA and a population in the Sierra Madre Occidental could be sufficient to recover the Mexican wolf. In addition, Mexico has indicated both the willingness and ability to pursue reintroduction of the Mexican wolf since 2011.

Recovery in the United States will continue to focus on one large population of Mexican wolves in the MWEPA in Arizona and New Mexico. The MWEPA contains a large expanse of contiguous high quality habitat along the Mogollon Rim in central Arizona into west central New Mexico, as well as other patches of high and low quality habitat (USFWS 2014; Martínez-Meyer et al. 2017).

In Mexico, there are two large blocks of high quality habitat in the Sierra Madre Occidental that are connected by areas of lower quality habitat and small interstitial patches of high quality habitat (Martínez-Meyer et al. 2017); we refer to these two areas as the northern Sierra Madre Occidental and southern Sierra Madre Occidental. Based on recent habitat modeling, we expect that either of these areas may be able to support a population of Mexican wolves (Martínez-Meyer et al. 2017). We expect reintroduction efforts in Mexico to remain focused in the vicinity of the current reintroduction effort in northern Sierra Madre Occidental due to logistical considerations (e.g., monitoring wolves in a single area rather than spreading resources between the northern and southern areas), and therefore the recovery strategy in Mexico focuses on this area. However, if Mexican wolves disperse to southern Sierra Madre Occidental or federal agencies in Mexico decide to release Mexican wolves into this area as part of their reintroduction effort, the recovery strategy can be adapted to include wolves in either or both areas (see Miller 2017). We have not identified large enough blocks of high quality habitat in the Sierra Madre Oriental region to support a population of sufficient size to contribute to complete recovery under the ESA (Martínez-Meyer et al. 2017), although this does not preclude Mexico from pursuing reintroduction in this area pursuant to their laws and regulations.

Our strategy to establish two populations over a large geographical area of the Mexican wolf's range addresses the conservation principles of *redundancy* and (ecological and geographical) *representation*, as discussed in the Rationale for Recovery Criteria.

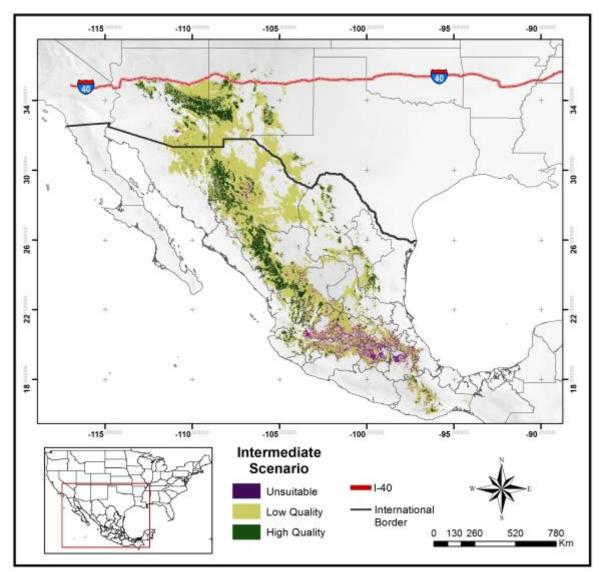


Figure 3. Focal area for Mexican wolf recovery strategy, including the MWEPA in the United States, and the Sierra Madre Occidental in Mexico. (Figure from Martínez-Meyer et al. 2017, Figure 19. Reclassified intermediate habitat suitability scenario for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, and road density.)

#### **Population Abundance**

To achieve recovery, Mexican wolf populations in the Mexican Wolf Experimental Population Area and northern Sierra Madre Occidental will need to increase in abundance from their current size to an abundance that confers a low probability of extinction.

As population abundance increases, the threat of demographic stochasticity decreases and population resiliency increases (Goodman 1987; Pimm et al. 1988; and see discussion in USFWS 2017a; 80 FR 2488, January 16, 2015; and, USFWS 2010). Currently, both the MWEPA and northern Sierra Madre Occidental populations have a high risk of extinction due to their small population size (USFWS 2017a, including Miller 2017). Therefore, both populations will need

to increase in abundance sufficient to ameliorate this risk. We consider a population that has approximately a 90% probability of persistence over 100 years to contribute to achieving recovery criteria, as described in our Rationale for Recovery Criteria. In the MWEPA, population growth will likely continue to be driven primarily by natural reproduction, although releases from captivity will also contribute to an increase in population size. In the smaller Mexican wolf population in Mexico, population growth can be stimulated by the continued release of a substantial number of Mexican wolves from captivity to the wild, with population growth from natural reproduction increasing over time as more wolves become established in the wild.

Our strategy to establish populations of sufficient size to reduce extinction risk addresses the conservation principle of *resiliency*, as discussed further in the Rationale for Recovery Criteria.

#### **Genetic Management**

To ensure the maintenance of gene diversity of Mexican wolves in the wild, Mexican wolves will be released from captivity to each population and translocated between wild populations as needed.

As of June 2017, the captive population has higher gene diversity than either of the wild populations, and both wild populations are at risk of future genetic issues unless gene diversity can be improved (USFWS 2017a). The release of Mexican wolves from captivity to the wild can result in a substantial amount of the gene diversity available in captivity being represented in the wild. Ensuring wild populations represent approximately 90% of the gene diversity retained by the captive population provides for representation based on community of practice in the management of captive populations (Siminski and Spevak 2016). Release strategies from captivity may include the release of individual or paired adult wolves, a pack of wolves, or crossfostering of pups. (Cross-fostering is a relatively new technique in which we place genetically advantageous pups from captive litters into wild dens to be raised with the wild litter). Each of these release strategies has benefits and challenges that can be considered within the opportunities and limitations of the release event and progress toward recovery. Translocation of wolves between wild populations can also be a source of gene diversity to the recipient population and will be considered as a way to improve the gene diversity of wild populations. In order to achieve the genetic criteria for downlisting and delisting the Mexican wolf in this Plan, the states of New Mexico and Arizona, and the Mexican government, will determine the timing, location and circumstances of releases of wolves into the wild within their respective states, and Mexico, from the captive population, with the Service providing collaborative logistical support and facilitation of those recovery actions.

Released wolves (including both releases from captivity and translocated wolves) contribute their gene diversity to the recipient population when they breed and produce offspring. Therefore, we will focus on the number of released wolves that survive to breeding age rather than just the number of releases. We estimate that an adult female of breeding age has a 77% likelihood of pairing with a male, and a 72% likelihood of producing a litter (Miller 2017). Currently, many released wolves die within the first year of release, and released Mexican wolves in both wild populations have lower survival than Mexican wolves born in the wild that are not associated with a release event (see USFWS 2017a, including Miller 2017 for data on

release survival). The low survival of released wolves results in the need to release enough wolves that a sufficient number survive to breeding age. Management to improve the survival of released wolves will decrease the number of releases needed to achieve recovery criteria.

The strategy is to release wolves from captivity to the wild and translocate wolves between populations to ensure wild populations benefit from the gene diversity available in the captive population addresses the conservation principle of (genetic) *representation*, as discussed further in the Rationale for Recovery Criteria. Population viability analysis by Miller (2017) has identified several combinations of releases and translocations that will achieve genetic *representation*, and we expect that other combinations are also possible.

The gene diversity of wild Mexican wolf populations can also be influenced through the dispersal of wolves from one wild population to another. We expect the patchy habitat in the border region of Mexico and the United States, as modeled by Martínez-Meyer et al. (2017), to have the potential to support a low level of Mexican wolf dispersal between high quality habitat patches in the MWEPA and the northern Sierra Madre Occidental (Miller 2017). Habitat quality between the northern and southern Sierra Madre Occidental sites has the potential to support a slightly higher degree of dispersal compared with the potential between the MWEPA and northern Sierra Madre site, but it is still predicted to be low (Miller 2017). While we anticipate habitat between any of the populations can support dispersing wolves and provide some connectivity, we do not expect the level of dispersal predicted between any of the sites (particularly between the MWEPA and northern Sierra Madre Occidental) to provide for adequate gene flow between populations to alleviate genetic threats or ensure representation of the captive population's gene diversity in both populations. Therefore, we consider genetic management such as releases from captivity (including cross-fostering pups) and translocations to serve as an effective tool during the recovery process to achieve appropriate representation (Miller 2017). This management is a form of artificial, or assisted, connectivity that will be necessary for at least portions of the recovery process. We do not expect regular releases from the captive population to be necessary after Mexican wolves have been recovered because gene diversity from captivity will have been incorporated into the wild populations and wild populations will be sufficiently abundant such that releases from captivity for population augmentation will not be necessary.

### **Monitoring and Adaptive Management**

We will conduct ongoing annual monitoring to track Mexican wolf population performance and will adjust management techniques and approaches as needed in response to population performance.

Our monitoring will continue to focus on annual population growth, paying particular attention to mortality rate. Wolf mortality, combined with removal of wolves for management purposes (which functions as mortality to the population), will need to stay below threshold levels such that populations can achieve abundance targets. The majority of documented mortalities in the MWEPA are human-caused (USFWS 2017a); therefore, reducing mortalities from human-caused sources such as shooting and vehicle collision may provide our best opportunity to improve population performance and speed the time to recovery. Similarly, management removal of Mexican wolves in response to depredation incidents and conflict with humans has

been the biggest source of removal and can impact population performance. In previous years we observed the negative impact that a high number of removals can have on population performance in the MWEPA, and in response lessened our removal rate by focusing on working with landowners and permittees to implement proactive management techniques such as range riders, fladry, non-lethal ammunitions, and diversionary feeding to decrease the likelihood of depredation incidents. (Diversionary food caches are road-killed native prey carcasses or carnivore logs provided to denning wolves to reduce potential conflicts with livestock in the area). In the United States, our recovery strategy will entail adaptively managing our removal rate of Mexican wolves for management purposes in response to documented mortality during the previous year to ensure that the mean mortality rate over several years is not hindering population growth. We expect that Mexico will conduct similar monitoring of Mexican wolves to track population performance and adapt management strategies as needed.

Monitoring of wild Mexican wolf populations will help us annually track our progress in achieving the *resiliency*, *representation*, and *redundancy* necessary for recovery. In addition, we have provided evaluation periods at five and ten years after we begin implementing the recovery plan to evaluate whether the recovery strategy is effective and progress toward recovery is occurring as predicted.

### **Collaborative Recovery Implementation**

We will continue to work with partners to identify and implement effective recovery actions necessary to recover the Mexican wolf and address conflicts related to Mexican wolf recovery in local communities.

The reintroduction of the Mexican wolf has been a collaborative effort since its earliest days. Reintroductions are intensive efforts that require participation by multiple parties within federal, state, and local governments, nongovernmental organizations, academia, and local communities. We have strong partnerships with the Species Survival Plan captive breeding facilities in the United States and Mexico. We also collaborate with Federal, State, County, and Tribal agencies through a Memorandum of Understanding and the establishment of the Mexican Wolf Interagency Field Team, which conducts the reintroduction, management, and monitoring of Mexican wolves in the MWEPA. We intend to maintain and strengthen the interagency partnerships currently in place for the MWEPA. In addition, if pursued by either Arizona or New Mexico or a tribe, we see the potential for increased state or tribal management of Mexican wolves as the status of Mexican wolves in the MWEPA improves. When the status of the Mexican wolf has improved sufficiently to downlist it to threatened, we may consider establishing a 4(d) rule under the ESA. A 4(d) rule could provide for additional management flexibility in the United States than would typical threatened status. And, unlike a 10(j) population designation such as the MWEPA, which provides management flexibility only within a designated geographic area, a 4(d) rule provides management flexibility wherever the animals are located in the United States. Opportunities for increasing levels of state and tribal management will be explored as recovery progresses.

### IV. RECOVERY CRITERIA

Recovery criteria serve as objective, measurable guidelines to assist in determining when an endangered species has recovered to the point that it may be downlisted to threatened, or that the protections afforded by the ESA are no longer necessary and the Mexican wolf may be delisted. We provide both downlisting and delisting criteria for the Mexican wolf as follows:

### **Downlisting Recovery Criteria**

The Mexican wolf will be considered for downlisting to threatened status when one of the following two populations meets abundance and genetic criteria as follows:

### **United States**

 a) MWEPA average population abundance is greater than or equal to 320 Mexican wolves over four consecutive years, and

b) Gene diversity available from the captive population has been incorporated into the MWEPA through scheduled releases of a sufficient number of wolves to result in 22 released Mexican wolves surviving to breeding age in the MWEPA. "Surviving to breeding age" means a pup that lives two years to the age of breeding or an adult or subadult that lives to the year following its release. "Scheduled releases" means captive releases and translocations that achieve genetic representation, as described in Rationale for Recovery Criteria.

c) Northern Sierra Madre Occidental average population abundance is greater than or equal

d) Gene diversity available from the captive population has been incorporated into the

northern Sierra Madre Occidental through scheduled releases of a sufficient number of

wolves that results in 37 released Mexican wolves surviving to breeding age in the

northern Sierra Madre Occidental. "Surviving to breeding age" means a pup that lives

two years to the age of breeding or an adult or subadult that lives to the year following its release. "Scheduled releases" means captive releases and translocations that achieve

### Mexico

-or-

The Mexican wolf will be considered for downlisting when each population meets abundance and genetic criteria as follows:

genetic representation, as described in Rationale for Recovery Criteria.

to 170 Mexican wolves over four consecutive years, and

a) Average population abundance is greater than or equal to 150 wolves over four consecutive years with a positive growth trajectory, and

b) Gene diversity available from the captive population has been incorporated through the scheduled releases of wolves surviving to breeding age as identified in delisting criteria.

### Delisting Recovery Criteria

The Mexican wolf will be considered for delisting when:

Rationale for Recovery Criteria.

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1) A minimum of two populations meet abundance and genetic criteria as follows:

b) Gene diversity available from the captive population has been incorporated into the

MWEPA through scheduled releases of a sufficient number of wolves to result in 22

released Mexican wolves surviving to breeding age in the MWEPA. "Surviving to

breeding age" means a pup that lives two years to the age of breeding or an adult or

subadult that lives to the year following its release. "Scheduled releases" means captive releases and translocations that achieve genetic representation, as described in

c) Northern Sierra Madre Occidental average population abundance is greater than or

d) Gene diversity available from the captive population has been incorporated into the

northern Sierra Madre Occidental through scheduled releases of a sufficient number

of wolves that results in 37 released Mexican wolves surviving to breeding age in the

northern Sierra Madre Occidental. "Surviving to breeding age" means a pup that lives two years to the age of breeding or an adult or subadult that lives to the year

following its release. "Scheduled releases" means captive releases and translocations

that achieve genetic representation, as described in Rationale for Recovery Criteria.

2) Effective State and Tribal regulations are in place in the MWEPA in those areas necessary for recovery to ensure that killing of Mexican wolves is prohibited or

protections wolves are highly unlikely to need protection of the ESA again.

regulated such that viable populations of wolves can be maintained. In addition,

Mexico has a proven track record protecting Mexican wolves. Based on these

equal to 170 Mexican wolves over eight consecutive years, and

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### **United States**

Mexico

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838 a) MWEPA average population abundance is greater than or equal to 320 Mexican wolves over eight consecutive years, and

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Resiliency

**Rationale for Recovery Criteria** 

The abundance criteria ensure that populations are resilient and the threats of demographic stochasticity and human-caused mortality have been ameliorated.

We consider a resilient population to be one that is able to maintain approximately a 90% likelihood of persistence over a 100-year period. At this level of resiliency, the threat of demographic stochasticity has been ameliorated because the population is secure from random population fluctuations and mortality rates are sufficiently low to allow for stable, long-term

persistence of the populations (USFWS 2017a). Based on population viability modeling, we

wolves can be maintained for eight years, given an average adult mortality rate below 25% (Miller 2017). We predict the northern Sierra Madre Occidental will be able to achieve *resiliency* when an average population abundance of 170 wolves can be maintained for eight years, also at an average adult mortality rate below 25% (ibid). Establishing a criterion for an average abundance means that in some years the populations may exceed abundance targets (320 and 170, respectively for the MWEPA and northern Sierra Madre Occidental), while in some years they may fall below their target; this is consistent with the annual population fluctuations predicted by population viability modeling results (Miller 2017). Years in which the population grows above 320 are expected and will enable progress toward the abundance criterion for the MWEPA more quickly than when the population hovers at or near 320.

> In the MWEPA, we may employ management actions to maintain the population between 320 and 380 Mexican wolves. We recognize that population growth significantly above 320 may erode social tolerance in local communities or cause other management concerns such as unacceptable impacts to wild ungulates from Mexican wolves (USFWS 2014). Therefore, the population viability model scenarios used to inform the development of recovery criteria (Miller 2017) were structured such that populations were not allowed to increase over 380 Mexican wolves in the MWEPA and 200 wolves in the northern Sierra Madre Occidental. This structure ensured that simulated populations could reach and maintain recovery criteria (referred to as management targets in Miller 2017) for resiliency sufficient that they would be unlikely to need immediate relisting after reaching recovered levels, yet without allowing them to grow to levels that would cause socioeconomic concerns. We recognize there will be a trade-off between allowing the MWEPA population to grow larger and achieve recovery more quickly versus curtailing population growth between 320 and 380 to address socioeconomic concerns. We consider it not only possible, but preferable, to achieve recovery while addressing the concerns of local communities and economies. Therefore, we expect to adapt our management approach for population sizes between 320 and 380 Mexican wolves in the MWEPA based on the circumstances at that time. In Mexico, we do not anticipate that strictly maintaining population growth between 170 and 200 Mexican wolves will be needed, but a similar strategy could be utilized as appropriate.

To ensure populations have a high likelihood of maintaining *resiliency*, they must meet the average population abundance for eight years. Eight years provides an appropriate amount of time to observe the populations' demographic performance for several reasons. First, an eight-year window is equivalent to approximately two wolf generations, grounding the criteria in a biologically relevant timeframe. Observing the population for longer than a single generation will provide assurance that population metrics such as reproduction and mortality rates are fluctuating within expected levels at the target abundance and that populations are performing such that recovered status is likely to be maintained after delisting. Specifically, it allows us to observe population trend, which we expect to be stable or growing as populations achieve recovery, although we also expect annual fluctuations could include population declines for one or a few years during an eight-year period. We estimate that an eight-year period will include one catastrophe cycle (i.e., an event of extreme pup mortality, as described in Miller 2017), allowing us to ensure that the population is able to rebound following such an event. Downlisting criteria require only a single generation because protections under threatened status

would remain in place to insure that populations remain robust through various population cycles.

One of the key components of establishing and maintaining resilient populations will be ensuring that mortality rates are sufficiently low. Mortality rates are a primary indicator of wolf population trajectory (Fuller et al. 2003). Previous studies have primarily pooled results across age classes for pups older than approximately six months, yearlings and adults (Fuller et al. 2003, Adams et al. 2008). However, Miller's (2017) results were based on estimated mortality rates for Mexican wolves in each of the three age classes. Thus, the results are not necessarily directly comparable to other studies. However, simulated populations with mean adult mortality rates less than 25%, combined with mean sub-adult mortality rates less than 33% and mean pup mortality (for radio-marked pups greater than 4 months old) less than 13% resulted in an increasing population that should meet recovery criteria. Population performance in Miller's results was most sensitive to relatively small changes in adult mortality rate. Miller's results are consistent with meta-analyses that suggest a wolf population should stabilize with an overall average mortality rate of 34% (Fuller et al. 2003). Miller's results indicate the populations need to perform at mortality rates lower than Fuller et al. (2003) because: (1) the Mexican wolf population needs to exhibit growth (rather than stability) to achieve recovery, (2) the results are based on specific characteristics of the Mexican wolf population rather than wolves in general, and (3) other studies of wolf population growth are significantly influenced by immigration and emigration (Adams et al. 2008), and do not predict significant immigration or emigration between the Mexican wolf populations. Miller's results are also consistent with growing wolf populations in central Idaho and the Greater Yellowstone area (Smith et al. 2010). The mean mortality rate utilized for Miller's results incorporates human-caused mortality and demonstrates that Mexican wolf populations will still be stable or increasing.

 Our management of Mexican wolves will also factor in to the MWEPA population's ability to reach the abundance criterion. We expect to adaptively manage the population to reduce or increase removals based on documented mortality from other causes during the previous year to ensure that the mean mortality rate over several years does not exceed those identified by Miller (2017). If population growth is such that management action is necessary to maintain the population between 320 and 380 in the MWEPA, any and all management options will be considered, including allowing mortality rates to rise higher than 25% through permitted take or other mechanisms.

Miller's results predict that recovery could be reached within 25-35 years, although fewer removals between a population size of 320 and 380 Mexican wolves in the MWEPA could speed the time to recovery because larger population sizes would reach the abundance criterion more quickly. Population viability modeling results predict downlisting could be possible within approximately 16-20 years (Miller 2017). Miller's results are useful for estimating the time frame to recovery assuming the conditions specified in the population viability model are similar (which we expect) to those observed in the wild during recovery implementation. The time to recovery for the MWEPA is longer than our previous predictions of future population growth because the population trajectory observed from Miller's results are based on realistic parameterization of the underlying biological population characteristics (e.g., survival rates, pup

production, pair formation, and releases) rather than applying a single growth rate expectation for every year, which results in steady growth to the population target (USFWS 2014).

### Representation

The gene diversity criterion ensures that Mexican wolf populations have genetic *representation* and that genetic threats have been ameliorated, while having Mexican wolves across large portions of their range ensures ecological *representation*. Ensuring gene diversity in the near term will help ensure that inbreeding depression is avoided, while over a longer timeframe it will ensure the Mexican wolf has the ability to respond and adapt to various and changing environmental conditions.

We consider the degree to which wild populations contain the gene diversity (expected heterozygosity) available from the captive population to be an important indication of genetic representation for recovery (USFWS 2017a). Ensuring wild populations represent approximately 90% of the gene diversity retained by the captive population provides for representation based on community of practice in the management of captive populations (Siminski and Spevak 2016). We consider approximately 90% to be reasonable for recovery because it ensures wild populations contain a high degree of the gene diversity available (Siminski and Spevak 2016), while recognizing that we cannot control breeding events in the wild and need flexibility in our management of wolves (e.g., removal of Mexican wolves from the wild for management purposes may positively or negatively affect the gene diversity of the population). Miller 2017 identifies several release scenarios that are able to achieve 90% gene diversity of the captive population in the wild within approximately 20 years. We would expect to utilize one of these release scenarios or a comparable scenario. The extent to which released Mexican wolves are able to influence the gene diversity of a wild population is a function of the number of released wolves in relation to the recipient population abundance (i.e., larger proportional releases result in greater genetic and demographic effect). Therefore, the timing of releases is a critical factor in the degree to which releases will ensure that 90% of the gene diversity available in captivity is represented in each wild population, and is the reason why it will be important for us to establish a schedule of releases as stated in the recovery criteria.

We consider all releases subsequent to January 2016 to contribute to the genetic criteria for the United States (MWEPA) and all releases subsequent to December 2016 to contribute to the genetic criteria for Mexico (northern Sierra Madre Occidental). These are appropriate starting dates because Miller's (2017) scenarios were initiated with the pedigree of both populations as of December 2015, but Mexico's 2016 releases were included in the first time step of the model due to the large number of releases that year and the resultant effect on the population's genetic and demographic condition.

Ecological *representation* is addressed by the distribution of Mexican wolves across large portions of their historical range (per Parsons 1996) in the United States and Mexico. Martínez-Meyer et al. (2017) estimate 44,477 km² (17,173 mi²) of high quality habitat in the MWEPA, 21,538 km² (8,316 mi²) in the northern Sierra Madre Occidental, and 34,540 km² (13,339 mi²) in the southern Sierra Madre Occidental. Habitat conditions vary between the MWEPA and Sierra Madre Occidental sites in both terrain and vegetation, as well as the abundance and distribution of prey (USFWS 2017a). These differences will expose the Mexican wolf genome to different

1015 environments that may result in different selection pressures. We anticipate genetically diverse 1016 wild populations in the MWEPA and northern Sierra Madre Occidental will be better able to 1017 respond to not only the current range of habitat conditions, but also future changing conditions 1018 such as shifts in prey availability, drought, or other environmental fluctuations. Variation in 1019 environmental conditions (such as drought, fire, prey fluctuations) and episodic threats such as 1020 disease are characteristic of wild populations of most species, including Mexican wolves. 1021 Mexican wolf populations that are genetically robust will be more likely to recover from episodic 1022 threats (USFWS 2010). While we do not consider climate change to be a threat to the Mexican 1023 wolf (see our discussion at 80 FR 2488, January 16, 2015), we recognize that climatic conditions 1024 may change over the longer term and consider establishing populations with genetic 1025 representation in ecologically/geographically varied habitat to provide Mexican wolves with the 1026 potential to withstand these changes. 1027

### Redundancy

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The establishment of two resilient populations of Mexican wolves with genetic and ecological representation provides for redundancy (USFWS 2017a). Redundancy provides for security against extinction from catastrophic events that could impact a single population by ensuring that one or more additional resilient, representative populations persist. We recommend two populations for redundancy for several reasons. Martínez-Meyer et al. 2017 estimate at least 58,985 km<sup>2</sup> (22,774mi<sup>2</sup>) of suitable habitat in the United States and Mexico, including the MWEPA and northern Sierra Madre Occidental sites. If the southern Sierra Madre Occidental site is also considered, an additional 39,610 km<sup>2</sup> (15,293 mi<sup>2</sup>) of suitable habitat is available. These areas of suitable habitat in Mexico, which are within the historical range of the Mexican wolf (Parsons 1996), are of sufficient size to establish populations that achieve recovery in combination with the MWEPA.

### The Need for Regulatory Protection

Prior to delisting, we will ensure that the state and tribal agencies that will be responsible for maintaining the recovered status of the Mexican wolf have adequate regulations in place to ensure levels of human-caused mortality will enable the population to retain the average population abundance specified by the abundance criterion. We will work with these agencies during the implementation of the recovery plan as needed to prepare for a change in management from federal to state and tribal regulatory control of the Mexican wolf.

### Explanation of Downlisting Criteria

1050 The downlisting criteria are intended to demonstrate that the status of the Mexican wolf has improved such that it is no longer endangered. We provide two options for downlisting the 1051 1052 Mexican wolf to threatened status in recognition that progress toward recovery could occur in 1053 either of two ways: one of the two populations will make faster progress than the other, or both 1054 populations will progress at a similar pace in reaching threatened status.

The first option for downlisting is appropriate if one of the two populations has made progress toward recovery but the second population is lagging behind. In this situation, one of the populations has achieved the abundance criterion for four of the eight years and releases of wolves to provide gene diversity (representation) have been conducted. This population will be close to achieving resiliency and will have achieved representation, but the redundancy provided by the second population will not yet be achieved.

The second option is appropriate if both populations are progressing toward recovery, such that headway toward *redundancy* is substantial and releases of wolves to provide gene diversity (*representation*) have been conducted. However, in this situation, neither population's abundance is sufficient to achieve *resiliency*. The criterion of 150 Mexican wolves is not intended as a proportion of the population abundance required for delisting, but rather is an indicator of a population abundance that confers a lesser degree of extinction risk than the populations currently face.

As recovery of the Mexican wolf progresses, including but not limited to downlisting to threatened status, we will explore management options with the states and tribes in the United States to increase management flexibility and foster the conservation of the Mexican wolf, as discussed in the Recovery Strategy.

### V. EVALUATION OF THE RECOVERY STRATEGY AND PROGRESS TOWARD RECOVERY

Due to the intensive logistical, economic, and socio-political nature of the Mexican wolf recovery effort, it is critical to ensure that progress toward recovery is advancing in a timely manner. Therefore, we will evaluate the efficacy of the recovery strategy and progress toward recovery five years and ten years after implementation of the recovery plan begins to determine whether the recovery strategy is proving effective.

5-Year Status Review 2022:

In the first 5-year review of the recovery plan, we will assess the status of each population contributing to recovery. The purpose of the assessment will be to identify each population's progress toward recovery criteria, as measured by:

- ➤ Interim abundance targets of approximately 120 wolves in MWEPA and 60 wolves in northern Sierra Madre Occidental;
- ➤ Interim release targets of a sufficient number of wolves to result in approximately 9 released wolves surviving to breeding age in the MWEPA and 30 released wolves surviving to breeding age in the northern Sierra Madre Occidental.

Based on this information, we will identify aspects of population performance needing improvement and will determine what actions are necessary to address identified needs. Our evaluation will include the feasibility of the needed actions, including timelines, cost, and other relevant considerations. To complete the review, we will update the Recovery Implementation Strategy as needed.

10-Year Status Review 2027:

In the second 5-year review of the recovery plan, we will assess the status of each population contributing to recovery. The purpose of the assessment will be to identify each population's progress toward recovery criteria and determine whether the recovery strategy is proving effective/feasible. Progress toward recovery will be measured by:

- ➤ Interim abundance targets of approximately 220 wolves in MWEPA and 140 wolves in northern Sierra Madre Occidental;
- ➤ Interim release targets of a sufficient number of wolves to result in approximately 13 released wolves surviving to breeding age in the MWEPA and 33 released wolves surviving to breeding age in the northern Sierra Madre Occidental.

Based on this information, in addition to findings of the 2022 5-year review, we will make a determination that the recovery strategy is proving effective/feasible or needs to be revised. If we determine the recovery strategy is effective but some elements of recovery implementation need improvement, we will identify what needs to be improved, including actions to address identified needs and the feasibility of conducting such actions such as timelines and costs. If we determine the recovery strategy is not proving effective, we will identify the reasons for such

finding and develop a revised strategy. Any such revised strategy should include revised time/cost estimates necessary to achieve recovery based on necessary actions. We will revise the Recovery Plan or Recovery Implementation Strategy as necessary based on either finding. We expect changes in strategy could include, but will not be limited to, a determination that a specific reintroduction location is not feasible and other reintroduction areas in the United States or Mexico should be considered; a change is needed in techniques used to address gene diversity (e.g., use of gene bank, releases/translocations/cross-fostering); or other substantive change.

### VI. ACTIONS NEEDED

Recovery actions are recommendations to guide site-specific activities to address threats and achieve the recovery criteria. Implementation of the recovery actions will involve participation from the States, Federal agencies, tribes, non-federal landowners, non-governmental organizations, academia, and the public in the United States and Mexico. Recovery actions are accompanied by estimates of the cost and time required to achieve the plan's goal to recover the Mexican wolf.

The site-specificity of the recovery actions are provided primarily at the geographic scale of the population, e.g., the MWEPA or northern Sierra Madre Occidental. The Plan does not provide more specific locations for actions for which the locations cannot be determined until future conditions are known. For example, the Plan does not identify at which approved release site a future release may occur several years from now because it is unknown whether a specific site will be available (depending on wolf distribution). Similarly, we do not know when or where events that require law enforcement response will be necessary.

A separate Recovery Implementation Strategy will provide additional detailed, site-specific near-term activities that are needed to implement the actions identified in the recovery plan. We intend to update the implementation strategy as frequently as needed by incorporating new information, including the findings of the two major assessments at five and ten years after recovery plan implementation begins. Because the implementation strategy will provide near-term (e.g., 1-3 years) activities that will be continually updated as recovery implementation progresses, we anticipate being able to provide a greater degree of site-specificity in the implementation strategy than the recovery actions in the recovery plan. We will only revise the recovery actions in this recovery plan if there are needed changes based upon the findings of our 5 and 10-year reviews, or subsequent evaluation of progress toward recovery.

### ESTIMATED COST AND TIMING OF DOWNLISTING AND DELISTING

We expect the status of the Mexican wolf to improve such that we can downlist to threatened status in approximately 16-20 years. We expect to achieve delisting criteria in approximately 25-35 years for a total estimated cost of \$262,575,000. These timeframes are based on expectation of full funding, implementation as provided for in the recovery plan and implementation strategy, and full cooperation of binational partners.

### ACRONYMS USED IN RECOVERY ACTION TABLE

1168	AZGFD	Arizona Game and Fish Department
1169	CONANP	Comisión Nacional de Áreas Naturales Protegidas
4.4.	EATE	

1170 FAIR Fort Apache Indian Reservation, White Mountain Apache Tribe

1171 MWEPA Mexican Wolf Experimental Population Area 1172 NMDGF New Mexico Department of Game and Fish 1173 PROFEPA Procuraduría Federal de Protección al Ambiente

1174	SMOCC	Sierra Madre Occidental
1175	TESF	Turner Endangered Species Fund
1176	USFWS	U.S. Fish and Wildlife Service
1177	WMAT	White Mountain Apache Tribe
1178		-

Table 1. Estimated Cost, Time, and Priority for Recovery Actions for the Mexican Wolf

SI	TE-SPECIFIC ACTION	RESPONSIBLE PARTY	ESTIMATED COST/Year (in US dollars)	ESTIMATED TIME (years)	TOTAL COST (in US dollars)	PRIORITY	ADDRESSES THREAT <sup>ii</sup>
M in	anage and monitor wolves the wild <sup>iii</sup>						
1.	Manage and monitor wolves in MWEPA	USFWS, AZGFD, NMDGF	1,665,000	35	58,275,000	1	1, 2, 3
	1.A. Conduct releases, cross-fostering, and translocations in MWEPA	AZGFD, NMDGF, USFWS	Costs are imbedded above	5 (non-consecutive)	NA	1	1, 2
2.	Manage and monitor wolves in SMOCC	CONANP	200,000	35	7,000,000	1	1, 2, 3
	2.A. Conduct releases, cross-fostering, and translocations in SMOCC	CONANP	Costs are imbedded above	5 (non-consecutive)	NA	1	1, 2
3.	Manage and monitor wolves on Fort Apache Indian Reservation	WMAT and USFWS	225,000	35	7,875,000	1	1, 2, 3
	3.A. Conduct releases, cross-fostering, and translocations on Fort Apache Indian Reservation	WMAT and USFWS	Costs are imbedded above	5 (non-consecutive)	NA	1	1, 2
	Manage and monitor wolves on other Tribal lands (including conducting releases, cross- fostering, and translocations)	Tribes and USFWS	40,000-500,000 (pending tribal participation)	35	1,400,000- 17,500,000	2	1, 2, 3
5.	U.S. Forest Service Liaison	Forest Service	300,000	35	10,500,000	3	3
6.	Depredation investigations  – United States	USDA Wildlife Services	200,000	35	7,000,000	3	3
7.	Depredation investigations	CONANP	100,000	35	3,500,000	3	3

SITE-SPECIFIC ACTION	RESPONSIBLE PARTY	ESTIMATED COST/Year (in US dollars)	ESTIMATED TIME (years)	TOTAL COST (in US dollars)	PRIORITY	ADDRESSES THREAT <sup>ii</sup>
- Mexico						
Manage the Mexican wolf captive breeding program						
8. Coordinate Mexican Wolf SSP captive breeding program	Living Desert and USFWS	30,000	25	750,000	2	1, 2
9. Manage and monitor wolves at Sevilleta WMF	USFWS	440,000	25	11,000,000	1	1, 2
10. Manage Ladder Ranch Wolf Management Facility	Turner Endangered Species Fund and USFWS	45,000	25	1,125,000	2	1, 2
11. Individual Mexican Wolf Species Survival Plan Captive Facilities	Various SSP Institutions	905,000	25	22,625,000	2	1, 2
Recovery Program						
Management <sup>iv</sup>						
12. Recovery Program management – United States	USFWS	500,000	35	17,500,000	3	1, 2, 3
13. Recovery Program management – Mexico	CONANP	100,000	35	3,500,000	3	1, 2, 3
14. Depredation compensation and Payments for Presence – United States	USFWS, AZGFD, NMDGF, WMAT	1,000,000	35	35,000,000	2	3
15. Depredation compensation  – Mexico	CONANP	100,000	35	3,500,000	2	3
16. Conduct 5 year and 10 year reviews	USFWS, AZGFD, NMDGF, WMAT, Forest Service,	50,000	2 (non- consecutive)	100,000	2	1, 2, 3

SITE-SPECIFIC ACTION	RESPONSIBLE PARTY	ESTIMATED COST/Year (in US dollars)	ESTIMATED TIME (years)	TOTAL COST (in US dollars)	PRIORITY	ADDRESSES THREAT <sup>ii</sup>
	CONANP					
Law Enforcement	*********	400.000	105	11000000		
17. Investigations of wolf mortalities – United States	USFWS, AZGFD, NMDGF, WMAT and other participating tribes	400,000	35	14,000,000	2	3
18. Investigations of wolf mortalities – Mexico	PROFEPA	100,000	35	3,500,000	2	3
Education and Outreach						
19. Education and outreach - United States	USFWS, AZGFD, NMDGF, WMAT, Forest Service	500,000	35	17,500,000	3	2, 3
20. Education and outreach - Mexico	CONANP	100,000	35	3,500,000	3	2, 3
Research						
21. Research Projects	USFWS, AZGFD, NMDGF, WMAT, Forest Service	100,000	35	3,500,000	3	1, 2, 3
22. Genetic Analyses	University of Idaho and USFWS	30,000	35	1,050,000	2	1
23. Curatorial services to preserve Mexican wolf remains	University of New Mexico and USFWS	15,000	35	525,000	2	1
TOTAL COST				262,575,000°		

<sup>&</sup>lt;sup>i</sup> Recovery actions are assigned numerical priorities to highlight the relative contribution they may make toward species recovery (48 FR 43098). **Priority 1** – An action that must be taken to prevent extinction or to prevent the species from declining irreversibly. **Priority 2** – An action that must be taken to

**Priority 1** – An action that must be taken to prevent extinction or to prevent the species from declining irreversibly. **Priority 2** – An action that must be taken to prevent a significant decline in species population/habitat quality or some other significant negative impact short of extinction. **Priority 3** – All other actions necessary to provide for full recovery of the species.

ii Threats numbering system: 1) Loss of gene diversity; 2) Extinction risk/demographic stochasticity; 3) Exceeding threshold mortality rate

<sup>&</sup>lt;sup>iii</sup> Managing and monitoring wolves in the wild includes working with livestock producers and communities; implementing proactive conflict avoidance measures; management removals; releases, translocations, and cross-fostering; trapping and collaring wolves; conducting monitoring flights and ground telemetry; reviewing satellite data and trail cameras; searching for tracks and scat; and conducting annual count and capture operations.

<sup>&</sup>lt;sup>iv</sup> Recovery Program Management includes preparing 5-year reviews, preparing annual reports, preparing release and translocation plans; responding to Freedom of Information Act requests; responding to media, Congressional, and public inquiries; overseeing field operations; overseeing management of pre-release facilities; coordinating with captive release facilities; assisting with depredation compensation programs; managing budgets, purchasing, contracts, and agreements.

<sup>&</sup>lt;sup>v</sup> Total cost estimate for recovery uses the maximum cost estimate for management and monitoring Mexican wolves on other Tribal lands.

### LITERATURE CITED

Adams, L.G., R.O. Stephenson, B.W. Dale, R.T. Ahgook, D.J. Demma. 2008. Population dynamics and Harvest Characteristics of Wolves in the Central Books Range, Alaska. Wildlife Monographs: 170.

Comisión Nacional de Áreas Naturales Protegidas (CONANP). 2009. Programa de Acción para la Conservación de la Especie: Lobo Gris Mexicano. Mexico, D.F., Mexico. 52 pp.

Fuller, T. K., L. D. Mech, and J. F. Cochrane. 2003. Wolf population dynamics. Pages 161–191 in L. D. Mech and L. Boitani, editors. Wolves: behavior, ecology, and conservation. University of Chicago Press, Chicago, Illinois, USA.

Garcia Chavez, C., C. Aguilar Miguel, and C.A. López-González. 2017. Informe al USFWS sobre la depredación de ganado y abundancia por lobo mexicano reintroducidos en México. Universidad Autonoma de Queretaro.

Goodman, D. 1987. The demography of chance extinction. Pages 11-31 *in* Soule, M.E. editor. Viable populations for conservation. Cambridge University Press, Cambridge, UK.

Hedrick, P. W., P. S. Miller, E. Geffen, and R. K. Wane. 1997. Genetic evaluation of three captive Mexican wolf lineages. Zoo Biology 16:47-69.

Heffelfinger, J. R., R. M. Nowak, and D. Paetkau. 2017. Clarifying historical range to aid recovery of the Mexican wolf. Journal of Wildlife Management. doi:10.1002/jwmg.21252.

Martínez-Meyer, E., A. González-Bernal, J. A. Velasco, T. L. Swetnam, Z. Y. González-Saucedo, J. Servín, C. A. López González, N. E. Lara Díaz, C. Aguilar Miguel, C. Chávez García, and J. K. Oakleaf. 2017. Mexican wolf habitat suitability analysis in historical range in the Southwestern US and Mexico. Final report, April 2017. 86 pp.

Miller, P.S. 2017. Population viability analysis for the Mexican wolf (Canis lupus baileyi): Integrating wild and captive populations in a metapopulation risk assessment model for recovery planning. Prepared for U.S. Fish and Wildlife Service, Albuquerque, NM.

Parsons, D. 1996. Case study: the Mexican wolf. Pages 101-123 in Herrera, E.A. and L.F. Huenneke, editors. New Mexico's natural heritage: biological diversity in the Land of Enchantment. New Mexico Journal of Science 36.

Pimm, S.L., H.L. Jones, and J. Diamond. 1988. On the risk of extinction. The American Naturalist 132:757-785.

Secretaría de Medio Ambiente, Recursos Naturales y Pesca (SEMARNAP). 2000. Proyecto de Recuperación del Lobo Mexicano. Mexico, D.F. 103 pp.

- Siminski, P. and E. Spevak. 2016. Population analysis and breeding and transfer plan: Mexican wolf Species Survival Plan yellow program. Association of Zoos and Aquariums, Silver Spring, Maryland U.S.A. 93pp.
- Smith, D., D. Stahler, E. Albers, R. McIntyre, M. Metz, J. Irving, R. Raymond, C. Anton, K. Cassidy-Quimby, and N. Bowersock, 2011. Yellowstone Wolf Project: Annual Report, 2010. YCR-2011-06. National
- Soule', M, M. Gilpin, W. Conway, and T. Foose. 1986. The millenium ark: how long a voyage, how many staterooms, how many passengers? Zoo Biology 5: 101-113. U.S. Fish and Wildlife Service [USFWS]. 1982. Mexican Wolf Recovery Plan. U.S. Fish and Wildlife Service, Albuquerque, New Mexico. 103 pp.
- U.S. Fish and Wildlife Service [USFWS]. 1996. Reintroduction of the Mexican wolf within its historic range in the Southwestern United States Final Environmental Impact Statement. Region 2, Albuquerque, New Mexico. http://www.fws.gov/southwest/es/mexicanwolf/documents.shtml.
- U.S. Fish and Wildlife Service [USFWS]. 1998. Mexican Wolf Reintroduction Annual Report 1. Reporting period: January 1 December 31, 1998. U.S. Fish and Wildlife Service, Albuquerque, New Mexico. 18 pp.
- U.S. Fish and Wildlife Service [USFWS 2010]. Mexican Wolf Conservation Assessment. Region 2, Albuquerque, New Mexico, USA.
- U.S. Fish and Wildlife Service [USFWS]. 2014. Final environmental impact statement for the proposed revision to the regulations for the nonessential experimental population of the Mexican wolf. Albuquerque, New Mexico. Available online at https://www.fws.gov/southwest/es/mexicanwolf/pdf/EIS\_for\_the\_Proposed\_Revision\_to\_the\_Re gulations\_for\_the\_Nonessential\_Experimental\_Population\_of\_the\_Mexican\_Wolf.pdf
- U.S. Fish and Wildlife Service [USFWS]. 2017a. Draft Mexican Wolf Biological Report. Region 2, Albuquerque, New Mexico, USA.
- U.S. Fish and Wildlife Service [USFWS]. 2017b. News release: 2016 Mexican wolf population survey reveal gains for experimental population. February 17, 2017. Available online at https://www.fws.gov/southwest/es/mexicanwolf/pdf/NR\_2016\_Mexican\_Wolf\_Annual\_Count.pdf

### The following packet contains:

- Draft Biological Report for the Mexican Wolf, June 22, 2017 version
- Population Viability Analysis for the Mexican Wolf, June 13, 2017 version
- Mexican Wolf Habitat Suitability Analysis in Historical Range in Southwestern US and Mexico, April 2017 version

The U.S. Fish and Wildlife Service is providing the above versions of the Draft Biological Report and two supporting analyses, "Population Viability Analysis for the Mexican Wolf" and "Mexican Wolf Habitat Suitability Analysis in Historical Range in Southwestern US and Mexico," to the public as supplemental background information during the public comment period on the Draft Mexican Wolf Recovery Plan, First Revision. We submitted previous versions of these documents for peer review from May 2 to June 2, 2017 and received responses from 5 peer reviewers. This version of the Draft Biological Report (June 22, 2017) and population viability analysis (June 13, 2017) include some revisions that are responsive to those reviews, but additional revisions will continue to be made until the document and its appendices are finalized. We will finalize the Biological Report concurrent with the 2017 Mexican Wolf Recovery Plan, First Revision, and will update the Biological Report as needed in the future to maintain a compendium of the best available scientific information upon which to base our recovery efforts for the Mexican wolf.

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### DRAFT BIOLOGICAL REPORT for the Mexican wolf (Canis lupus baileyi) (June 22, 2017)

## DRAFT

U.S. Fish and Wildlife Service Southwest Region (Region 2) Albuquerque, New Mexico 2017 **ACKNOWLEDGEMENTS** 

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A revision of the 1982 Mexican Wolf Recovery Plan has been a long time in coming, and we are grateful to the many people who have contributed their expertise, perspectives, and dedication to the Mexican wolf recovery effort over the last four decades.

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The U.S. Fish and Wildlife Service would like to recognize the participants who attended the series of information gathering workshops held between December 2015 and February 2017 for the development of the biological report and revised recovery plan:

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We are deeply appreciative of the ongoing work of the Mexican Wolf Tribal Working Group, whose members developed the "Tribal Perspectives on Mexican Wolf Recovery" white paper and continue to work with the U.S. Fish and Wildlife Service to ensure the voices of the many tribes of the Southwest Region are heard. We are grateful to the White Mountain Apache Tribe for their continued work to recover the Mexican wolf.

We gratefully acknowledge the continuing engagement of our current and former interagency partners in the reintroduction and recovery effort, including Arizona Game and Fish Department, U.S. Forest Service, White Mountain Apache Tribe, U.S. Department of Agriculture-Wildlife Services, New Mexico Department of Game and Fish, as well as the counties of Gila, Graham, Greenlee, Navajo, and the Eastern Arizona Counties Organization in Arizona and New Mexico. We are grateful for the continuing collaboration with the Comisión Nacional de Áreas Naturales Protegidas (CONANP) and the Secretaría de Medio Ambiente y Recursos Naturales (SEMARNAT) in Mexico, and recognize the contributions of these agencies' staff and leaders to the Mexican wolf recovery effort.

We owe perhaps our biggest thank you to the binational Mexican Wolf Species Survival Plan breeding facilities of the Association of Zoos and Aquariums, without whom the reintroduction of the Mexican wolf would not be possible. We are grateful for the member institutions and their many staff who maintain these facilities, conduct research and annual reproductive planning, educate the public, and facilitate the transport of captive wolves between facilities and to the wild as needed.

An enourmous thank you is owed to the Interagency Field Team for their tireless effort throughout the years to establish and maintain Mexican wolves on a working landscape. Reintroductions require an extensive group of dedicated personnel to collect data and accomplish the goal of establishing a population. Data for this project has been collected by personnel from the Arizona Game and Fish Department, the New Mexico Department of Game and Fish, the U.S. Fish and Wildlife Service, U.S. Department of Agriculture – Wildlife Services, and the White Mountain Apache Tribe. There are too many employees to list from 1998 – 2016, but we appreciate your efforts and dedication. In particular, Colby Gardner (U.S. Fish and Wildlife Service) assisted with the databases that were required to initially populate the population viability model. A group of dedicated pilots with the Arizona Game and Fish Department have kept many employees safe during flights to collect data. We also appreciate the continued partnership of the U.S. Forest Service in recovery of the Mexican wolf.

Finally, within the U.S. Fish and Wildlife Service, we acknowledge the staff of the Mexican Wolf Recovery Program, Sevilleta National Wildlife Refuge, and our Southwest Region and Mountain-Prairie Region colleagues and leaders for their contributions.

111	LITERATURE CITATION AND AVAILABILITY
112	
113	Literature citation should read as follows:
114	U.S. Fish and Wildlife Service. 2017. Draft Mexican Wolf Biological Report: Version 2.
115	Region 2, Albuquerque, New Mexico, USA.
116	
117	Copies are available on-line at:
118	http://www.fws.gov/southwest/es/mexicanwolf
119	
120	Copies of the document can also be requested from:
121	
122	U.S. Fish and Wildlife Service
123	Mexican Wolf Recovery Program
124	New Mexico Ecological Services Field Office
125	2105 Osuna Drive NE
126	Albuquerque, New Mexico 87113
127	Telephone #: 505-346-2525 or 1-800-299-0196
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### TABLE OF CONTENTS LITERATURE CITATION AND AVAILABILITY ......5 TABLE OF CONTENTS .......6 LIST OF TABLES .......8 INTRODUCTION TO THE BIOLOGICAL REPORT ......9 BRIEF DESCRIPTION OF MEXICAN WOLVES IN CAPTIVITY AND THE WILD.... 11 LEGAL AND HISTORICAL CONTEXT......15 Historical Causes of Decline .......15 SPECIES DESCRIPTION AND NEEDS......17 Taxonomy and Description \_\_\_\_\_\_\_17 Life History 20 Ecology and Habitat Characteristics......22 Abundance, Trend, and Distribution of Mexican Wolves in the United States......31 Stressors 37 RESILIENCY, REDUNDANCY, AND REPRESENTATION......43 **APPENDIX A.** Population viability analysis for the Mexican wolf (Canis lupus baileyi): Integrating wild and captive populations in a metapopulation risk assessment model for recovery **APPENDIX B.** Mexican wolf habitat suitability analysis in historical range in the Southwestern

US and Mexico (Martínez-Meyer et al. 2017)......60

165	
166	LIST OF FIGURES
167	
168	Figure 1. Mexican Wolf Experimental Population Area in the Arizona and New Mexico, United
169	States (U.S. Fish and Wildlife Service files).
170	
171	Figure 2. Approximate range of Mexican wolves in Mexico as of March 2017 (map provided by
172	Dr. López-González, Universidad Autónoma de Querétaro, March 13, 2017). The names on the
173	map within the yellow polygon represent municipalities within the state of Chihuahua
174	
175	Figure 3. General locations of Mexican wolf captive breeding facilities in the U.S. and Mexico
176	(U.S. Fish and Widlife Service files)
177	
178	Figure 4. Mexican wolf (credit: U.S. Fish and Wildlife Service)
179	
180	Figure 5. Generalized historical range of the Mexican wolf defined by most authorities compared
181	with the range expanded by Parsons (1996) and adopted by the United States Fish and Wildlife
182	Service (USFWS 1996:1–4) as "probable historic range" (map and title from Heffelfinger et al.
183	2017)
184	
185	Figure 6. Mexican wolf habitat in Chihuahua, Mexico (credit: Laura Saldivar, Universidad
186	Autónoma de Querétaro/CONANP)
187	
188	Figure 7. Annual Minimum Population Estimate of Mexican Wolves in the MWEPA, 1998-2016
189	(U.S. Fish and Wildlife Service files)
190	

### DRAFT BIOLOGICAL REPORT FOR THE MEXICAN WOLF: June 22, 2017

191	LIST OF TABLES
192	
193	Table 1. Land ownership and vegetation types (acreage and percentage) within the Mexican
194	Wolf Experimental Population Area (or MWEPA), United States (derived from Wahlberg et al.
195	2016)
196	

### INTRODUCTION TO THE BIOLOGICAL REPORT

- 198 This biological report informs the U.S. Fish and Wildlife Service's (Service, we) revision of the
- 199 1982 Mexican Wolf Recovery Plan.
- 200 We are revising the recovery plan to provide an updated strategy to guide Mexican wolf (Canis
- 201 lupus baileyi) conservation efforts. As a supplement to the recovery plan, the biological report
- 202 enables us to streamline the recovery plan to focus on the statutorily required elements of the
- 203 Endangered Species Act (Act, or ESA):
- 204 A description of site-specific management actions that may be necessary to achieve the 205 plan's goal for the conservation and survival of the Mexican wolf;
- 206 Dijective, measurable criteria which, when met, would result in a determination that the 207 Mexican wolf may be removed from the List of Threatened and Endangered Wildlife and 208 Plants;
- 209 Estimates of the time required and the cost to carry out those measures needed to achieve 210 the plan's goal and to achieve intermediate steps toward that goal.
- 211 In this biological report, we briefly describe the biology and ecology of the Mexican wolf, its
- 212 abundance, distribution and population trends, and stressors to recovery. We then consider the
- 213 concepts of resiliency, redundancy, and representation as they apply to the recovery of the
- 214 Mexican wolf. The biological report draws on the substantial amount of information available
- 215 from the course of our reintroduction effort and in the scientific literature. We cite our existing
- 216 regulations, annual reports, and related documents when possible rather than providing an
- 217 exhaustive recounting of all available information.
- 218

- 219 The biological report is accompanied by two technical analyses: "Population Viability Analysis
- for the Mexican Wolf (Canis lupus baileyi): Integrating Wild and Captive Populations in a 220
- Metapopulation Risk Assessment Model for Recovery Planning" (Miller 2017), and "Mexican 221
- 222 Wolf Habitat Suitability Analysis in Historical Range in the Southwestern U.S. and Mexico"
- 223 (Martínez-Meyer et al. 2017). The population viability analysis assesses the conditions needed
- 224 for Mexican wolf populations to maintain long-term viability. The habitat suitability report
- 225 assesses the current condition of the landscape in portions of Arizona, New Mexico, and Mexico
- 226 based on habitat features required to sustain Mexican wolf populations. Together, the biological
- 227 report and two accompanying technical analyses provide a succinct accounting of the best
- 228 available science to inform our understanding of the current and future viability of the Mexican
- 229 wolf, and therefore serve as a foundation for our strategy to recover the Mexican wolf.
- 230 Our development of a biological report is an interim approach as we transition to using a species
- 231 status assessment as the standard format to analyze species and make decisions under the Act.
- 232 We intend for species biological reports to support all functions of the Endangered Species
- 233 Program from Candidate Assessment to Listing to Consultations to Recovery and Delisting. For
- 234 the Mexican wolf, which is already listed, we have developed a biological report as part of the
- 235 ongoing recovery process.

The biological report, the revised recovery plan, and a separate detailed implementation strategy provide a three-part operational vision for Mexican wolf recovery. The biological report and implementation strategy will be updated as new information is gained or annual implementation progress informs adaptation of our management actions over time. The recovery plan is broader in its scope, providing an overarching strategy, objective and measurable criteria, and actions that we intend will remain valid, potentially for the entire course of the recovery process. In addition, tribes and pueblos in the Southwest have developed a white paper to describe the ecological, cultural, and logistical aspects of Mexican wolf recovery to their communities, "Tribal Perspectives on Mexican Wolf Recovery." This report is available on our website, at: <a href="https://www.fws.gov/southwest/es/mexicanwolf/MWRP.cfm">https://www.fws.gov/southwest/es/mexicanwolf/MWRP.cfm</a>.

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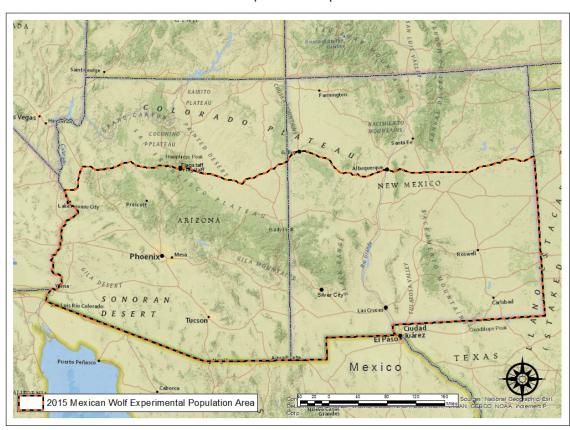
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### BRIEF DESCRIPTION OF MEXICAN WOLVES IN CAPTIVITY AND THE WILD

Recovery efforts for the Mexican wolf have been underway in the United States and Mexico since the late 1970s. Both countries are working to reestablish Mexican wolves in the wild and are involved in maintaining a binational captive population of Mexican wolves.

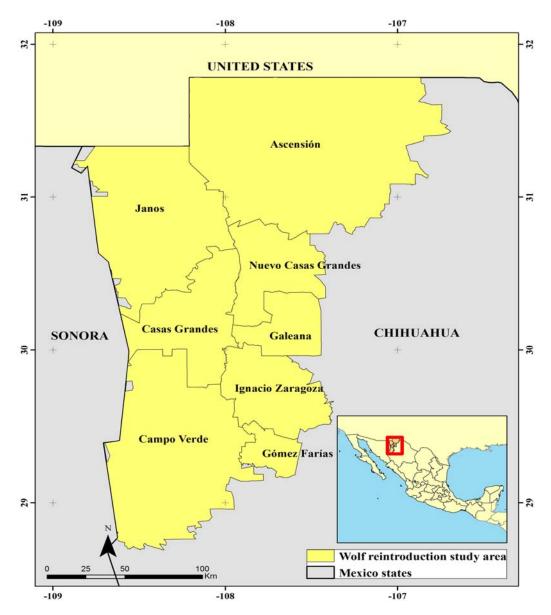
In the United States, a single population of at least 113 Mexican wolves inhabits portions of Arizona and New Mexico in an area designated as the Mexican Wolf Experimental Population Area (MWEPA) (U.S. Fish and Wildlife Service [USFWS] 2017a) (Figure 1). Mexican wolves are not present in the wild in the United States outside of the MWEPA. The Service and its partners began releasing Mexican wolves from captivity into the MWEPA in 1998, marking the first reintroduction of the Mexican wolf since their extirpation in the late 1970s. The Service is now focused on inserting gene diversity from the captive population into the growing wild population. Additional detailed history of the reintroduction of Mexican wolves in the MWEPA is available in our "Final Environment Impact Statement for the Proposed Revision to the Regulations for the Nonessential Experimental Population of the Mexican Wolf" (USFWS 2014) and in annual progress reports. (These documents are available online https://www.fws.gov/southwest/es/mexicanwolf/).

### Mexican Wolf Experimental Population Area



**Figure 1.** Mexican Wolf Experimental Population Area in the Arizona and New Mexico, United States (U.S. Fish and Wildlife Service files).

Mexico began reestablishing a population of Mexican wolves in the Sierra Madre Occidental in 2011 (Siminski and Spevak 2016). As of April 2017, approximately 28 wolves inhabit the northern portion of these mountains in the state of Chihuahua (Garcia Chavez et al. 2017) (Figure 2). Natural reproduction was documented in 2014, 2015, and 2016 (personal communication with Dr. López-González, Universidad Autónoma de Querétaro, March 13, 2017). Additional detailed information about the status of Mexican wolves in Mexico is available in updates from the Comisión Nacional de Áreas Naturales Protegidas (available online at <a href="http://procer.conanp.gob.mx/noticias.html">http://procer.conanp.gob.mx/noticias.html</a>).



**Figure 2.** Approximate range of Mexican wolves in Mexico as of March 2017 (map provided by Dr. López-González, Universidad Autónoma de Querétaro, March 13, 2017). The names on the map within the yellow polygon represent municipalities within the state of Chihuahua.

The Mexican wolf captive population is managed under the Mexican Wolf Species Survival Plan (SSP), administered by the Association of Zoos and Aquariums. The Mexican wolf SSP is a binational program whose primary purpose is to produce Mexican wolves for reintroduction in the United States and Mexico, and to conduct public education and research. The captive population is the sole source of Mexican wolves available to reestablish the subspecies in the wild and is therefore an essential component of the Mexican wolf recovery effort. The Mexican wolf captive breeding program was initiated in 1977 to 1980 with the capture of the last remaining Mexican wolves in the wild in Mexico and the subsequent addition of several wolves already in captivity, for a total of seven unrelated "founders." This is a small number of founders compared with many species recovery efforts and presents challenges to the recovery of the Mexican wolf. The founding wolves represented three family groups referred to as the McBride (originally referred to as Certified), Aragon, and Ghost Ranch lineages (Siminski and Spevak 2016). Each of the animals from these lineages has been confirmed to be pure Mexican wolves (García-Moreno et al. 1996). All Mexican wolves alive today in captivity or the wild are descendants of the seven founders.

The SSP strives to maintain at least 240 Mexican wolves in captivity. As of October 21, 2016, the binational captive program houses 251 wolves in 51 institutions (Siminski and Spevak 2016) (Figure 3). Although the captive population is spread over many institutions in two countries, annual reproductive planning and transportation of wolves between facilities to facilitate breeding results in management of the animals as a single population. Wolves that are genetically well-represented in the captive populations can be selected for release to the wild (Siminski and Spevak 2016). The SSP maintains a pedigree of Mexican wolves in captivity and in the wild, although maintaining the wild pedigree will become more challenging over time as the populations in the United States and Mexico grow and it becomes more difficult to track the parentage of each individual wolf.

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**Figure 3.** General locations of Mexican wolf captive breeding facilities in the U.S. and Mexico (U.S. Fish and Wildlife Service files).

### LEGAL AND HISTORICAL CONTEXT

### 315 <u>Legal Status of the Species</u> 316 The Mexican wolf, *C. l. l.*

The Mexican wolf, *C. l. baileyi*, is listed as an endangered subspecies under the Act. The Service originally listed the Mexican wolf as an endangered subspecies in 1976, but subsequently subsumed it into a rangewide listing for the gray wolf species (41 FR 17736 April 28, 1976; 43 FR 9607, March 9, 1978). In 2015 we finalized a rule to separate the Mexican wolf subspecies from the gray wolf listing, retaining the Mexican wolf's status as endangered (80 FR 2488, January 16, 2015). Critical habitat has not been designated for the Mexican wolf.

The Service designated a Mexican wolf nonessential experimental population under section 10(j) of the Act in 1998, which was revised in 2015 (80 FR 2512, January 16, 2015). Mexican wolves' status in the southwestern United States is dependent on their location: Mexican wolves within the MWEPA boundaries are considered part of the nonessential experimental population; Mexican wolves outside of the MWEPA boundary are considered endangered. There are currently no known Mexican wolves outside of the MWEPA boundaries in the United States. The protections and prohibitions for the nonessential experimental population of Mexican wolves are provided in our rule, "Revisions to the Regulations for the Nonessential Experimental Population of Mexican wolves" (80 FR 2512, January 16, 2015; available on our website at https://www.fws.gov/southwest/es/mexicanwolf).

The Mexican wolf is protected under State wildlife statutes as the gray wolf, and by federal regulation as a subspecies in Mexico. In Arizona, the gray wolf is identified as a Species of Greatest Conservation Need (Arizona Game and Fish Department 2012). The gray wolf is listed as endangered in New Mexico (Wildlife Conservation Act, 17-2-37 through 17-2-46 NMSA 1978; List of Threatened and Endangered Species, 19.33.6 NMAC 1978) and Texas (Texas Statute 31 T.A.P). In Mexico, the Mexican wolf is assigned a status of "probably extinct in the wild" under Mexican law (Norma Oficial Mexicana NOM-059-SEMARNAT-2010) (Secretaría de Medio Ambiente y Recursos Naturales [SEMARNAT; Federal Ministry of the Environment and Natural Resources] 2010). The Norma Oficial Mexicana NOM-059-SEMARNAT-2010 provides the regulatory framework for assessing and categorizing extinction risk levels, although the Mexican wolf has not been assessed because prior to the initiation of the reintroduction effort in 2011, the existence of live individuals in the wild had not been affirmed.

### Historical Causes of Decline

When the Mexican wolf was listed as endangered under the Act in 1976, no wild populations were known to remain in the United States, and only small pockets of wolves persisted in Mexico, resulting in a complete contraction of the historical range of the Mexican wolf (Brown 1988, and see USFWS 2010). Reintroduction efforts in the United States and Mexico have begun to restore the Mexican wolf to portions of its former range in Arizona, New Mexico, and Mexico.

The near extinction of the Mexican wolf was the result of government and private campaigns to reduce predator populations during the late 1800s- to mid- 1900s due in part to conflict with the expanding ranching industry (Brown 1988). While we know that efforts to eradicate Mexican wolves were effective, we do not know how many wolves were on the landscape preceding their

rapid decline. Some trapping records, anecdotal evidence, and rough population estimates are available from the early 1900s, but they do not provide a rigorous estimate of population size of Mexican wolves in the United States or Mexico. In New Mexico, a statewide carrying capacity (potential habitat) of about 1,500 gray wolves was hypothesized by Bednarz (1988), with an estimate of 480 to 1,030 wolves present in 1915. We hypothesize, based on this information, that across the southwestern United States and Mexico Mexican wolves numbered in the thousands in multiple populations.

#### SPECIES DESCRIPTION AND NEEDS

Taxonomy and Description

The Mexican wolf, *C. l. baileyi*, is a subspecies of gray wolf (Nelson and Goldman 1929) and member of the dog family (*Canidae: Order Carnivora*). The genus *Canis* also includes the red wolf (*C. rufus*), Eastern wolf (*C. lycaon*), dog (*C. familiaris*), coyote (*C. latrans*), several species of jackal (*C. aureus*, *C. mesomelas*, *C. adustus*) and the dingo (*C. dingo*) (Mech 1970). The type locality of *C. l. baileyi* is Colonia Garcia, Chihuahua, Mexico based on a gray wolf killed during a biological investigation in the mountains of Chihuahua, Mexico in 1899. Thirty years later this animal was combined with additional specimens to define the Mexican wolf (Nelson and Goldman 1929).

Goldman (1944) provided the first comprehensive treatment of North American wolves. Since that time, gray wolf taxonomy has undergone substantial revision related to the grouping of subspecies. Most notably, Nowak (1995) condensed 24 previously recognized North American gray wolf subspecies into five subspecies, including *C. l. baileyi* as one of the remaining five. Gray wolf taxonomy continues to be an unsettled area of scientific inquiry for gray wolves in some parts of North America (e.g., Chambers et al. 2012, vonHoldt et al. 2011). However, the distinctiveness of *C. l. baileyi* and its recognition as a subspecies is resolved and is not at the center of these ongoing discussions.

The uniqueness of the Mexican wolf continues to be supported by both morphometric (Bogan and Mehlhop 1983, Hoffmeister 1986, Nowak 2003) and genetic (Chambers et al. 2012, Garcia-Moreno et al. 1996, Hedrick et al. 1997, Leonard et al. 2005, vonHoldt et al. 2011) evidence. Most recently, Cronin et al. (2014) challenged the subspecies concept for North American wolves, including the Mexican wolf, based on their interpretation of other authors' work (most notably Leonard et al. 2005 relative to mtDNA monophyly); however there is broad concurrence in the scientific literature that the Mexican wolf is differentiated from other gray wolves by multiple morphological and genetic markers (and see Fredrickson et al. 2015). Further, Leonard et al. (2005) found that haplotypes associated with the Mexican wolf are related to other haplotypes that have a southerly distribution they identified as a southern clade. A clade is a taxonomic group that includes all individuals that are related and sometimes assumed to have descended from a common ancestor. The Service continues to recognize the Mexican wolf as a subspecies of gray wolf (80 FR 2488-2567, January 16, 2015). Limited discussion of the historical range of the Mexican wolf is ongoing in the scientific literature (see below).

The Mexican wolf is the smallest extant gray wolf in North America; adults weigh 23-41 kilogram (kg) (50-90 pounds (lbs)) with a length of 1.5-1.8 meters (m) (5-6 feet (ft)) and height at shoulder of 63-81 centimeters (cm) (25-32 inches (in)) (Young and Goldman 1944, Brown 1988). Females are typically smaller than males in weight and length. Mexican wolves are typically a patchy black, brown to cinnamon, and cream color, with primarily light underparts (Brown 1988); solid black or white Mexican wolves have never been documented as seen in other North American gray wolves (Figure 4).



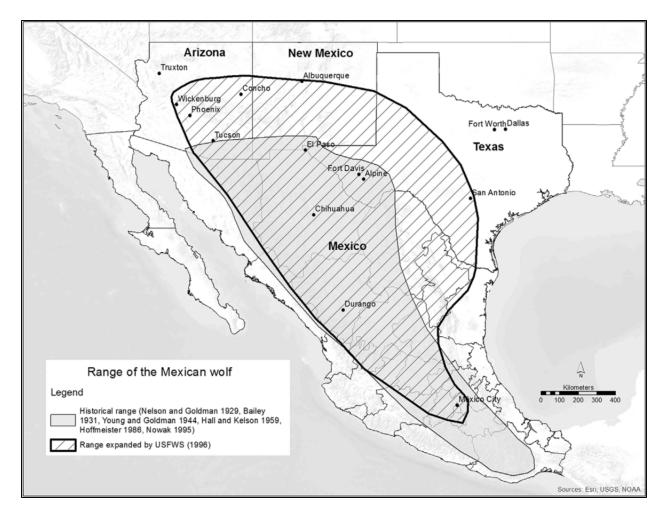
**Figure 4.** Mexican wolf (credit: U.S. Fish and Wildlife Service).

#### Distribution

As explained by Heffelfinger et al. (2017), when the Mexican wolf was more common on the landscape and originally described in the literature, its range was defined as southern Arizona, southwestern New Mexico, and the Sierra Madre of Mexico south at least to southern Durango (Nelson and Goldman 1929). In the following decades, observers working in this region reaffirmed this geographic range based on body size and skull morphology through first-hand observation and examination of Mexican wolves and specimens (Bailey 1931; Young and Goldman 1944; Hoffmeister 1986; Nowak 1995, 2003, as cited by Heffelfinger et al. 2017). (See above discussion of Taxonomy and our discussion of historical range in our final listing rule "Endangered Status for the Mexican Wolf" (80 FR 2488-2567, January 16, 2015)). The taxonomic issues surrounding the validity of the Mexican wolf subspecies are largely resolved, but there remain some differing opinions in the literature of what areas should be considered for recovery.

Bogan and Mehlhop (1983) analyzed measurements from 253 adult wolf skulls from throughout the Southwest and reported that wolves from northern New Mexico and southern Colorado were distinct from Mexican wolves in southeastern Arizona, southern New Mexico, and Mexico.

 Specimens from the Mogollon Rim in central Arizona were intermediate between those two forms, with females showing affinity to the larger northern group and males being more similar to Mexican wolves in the south. They recognized the Mogollon Rim as a wide zone of intergradation, but suggested including wolves from this area (*C. l. mogollonensis*) and Texas (*C. l. monstrabilis*) with Mexican wolves. In the 1982 Mexican Wolf Recovery Plan, the Service cited Bogan and Mehlhop (1983) as support for reintroducing wolves into the areas previously considered the historical ranges of *C. l. mogollonensis* and *C. l. monstrabilis*. Subsequently, the Service adopted the expanded historical range for *C.l. baileyi* proposed by Parsons (1996), with a 200-mile northward extension of the historical range of *C. l. baileyi* into central New Mexico and east-central Arizona, based on potential dispersal patterns (USFWS 1996; 63 FR 1752; January 12, 1998) (Figure 5). The Service's adoption of Parsons' (1996) historical range was used to support reintroduction of the Mexican wolf north of *C. l. baileyi*'s range as originally described in early accounts (e.g., Nelson and Goldman 1929; Young and Goldman 1944; Hall and Kelson 1959, Nowak 1995, 2003, Chambers et al. 2012).



**Figure 5.** Generalized historical range of the Mexican wolf defined by most authorities compared with the range expanded by Parsons (1996) and adopted by the United States Fish and Wildlife Service (USFWS 1996:1–4) as "probable historic range" (map and title from Heffelfinger et al. 2017).

In recent years, the analysis of molecular markers has led some to suggest the historical range of the Mexican wolf may have extended as far north as Nebraska and northern Utah (Leonard et al. 2005), and as far west as southern California (Hendricks et al. 2015, 2016). Distribution of those molecular markers has led those researchers and others to suggest a larger geographic area could be used for recovery of the Mexican wolf. Heffelfinger et al. (2017) counter that these interpretations and recommendations overstep the power of the studies' limited data sets, inappropriately discount historical accounts of distribution, and conflict with phylogeographic concordance Mexican wolves share with other southwestern species and subspecies associated with the Madrean Pine-Oak woodland.

The Service acknowledges that intergradation zones between Mexican wolves and other gray wolf populations likely occurred in central Arizona and New Mexico (Bogan and Mehlhop 1983, Heffelfinger et al. 2017) as incorporated into the historical range expanded by Parsons (1996). The Service continues to recognize the concordance in the scientific literature depicting the Sierra Madre of Mexico and southern Arizona and New Mexico as Mexican wolf core historical range and will continue to recognize the expanded range as per Parsons (1996) that extends into central New Mexico and Arizona (USFWS 1996). We note that although Heffelfinger 2017 depicts Mexican wolf historical range with definitive lines (Figure 5), "fuzzy", or broader lines would likely better delineate the historical distribution of Mexican wolves. The Service will continue to monitor the scientific literature for exploration of this topic.

# Life History

Gray wolves have a relatively simple life history that is well documented in the scientific literature and generally familiar to the public. Published studies specific to the Mexican wolf subspecies are less readily available, but can be inferred from gray wolf information, given the similarity in life history. Our monitoring data from the MWEPA is useful in pointing out Mexican wolf characteristics or needs that may differ from the gray wolf. Although Mexico has not gathered extensive data due to the short timeframe of their reintroduction, we use available information to the extent possible. Because we previously summarized life history information for the gray wolf/Mexican wolf in our Mexican Wolf Conservation Assessment (USFWS 2010), only a brief summary is provided here to highlight the essential needs of the Mexican wolf at the level of the individual animal and the population as they relate to conditions for viability.

Mexican wolves are social animals born into a family unit referred to as a pack. A wolf pack is typically some variation of a mated (or breeding) pair and their offspring, sometimes of varying ages (Mech and Boitani 2003). Pack size in the MWEPA between 1998 and 2016 has ranged from 2 to 12 (mean = 4.1) wolves (U.S. Fish and Wildlife Service files), consistent with historical pack size estimates (Bednarz 1988 (two to eight wolves); Brown 1988 (fewer than six wolves). Pack size in Mexico between 2011 and 2017 has ranged from 2 to 14 Mexican wolves (personal communication Dr. López-González, Universidad Autónoma de Querétaro, April 10, 2017).

Gray wolves reach sexual maturity just before two years of age and have one reproductive cycle per year. Females are capable of producing a litter of pups, usually four to six, each year (Mech 1970). In the wild, Mexican wolf pups are generally born between early April and early May (Adaptive Management and Oversight Committee and Interagency Field Team [AMOC and IFT]

2005) and remain inside the den for three to four weeks. Some pup mortality is expected prior to den emergence. Our data suggest that on average 4.65 pups are born while 3.25 are counted post den emergence (U.S. Fish and Wildlife Service files). Mexican wolves typically live for four to five years in the wild, although we have documented wolves living to 13 years (U.S. Fish and Wildlife Service files); this is consistent with average gray wolf life expectancy documented in other populations (Mech 1988). Annual survival rate of yearling and adult gray wolves is estimated at 0.55 to 0.86 (Fuller et al. 2003: table 6.6). In the MWEPA, survival rate of pups, yearlings, and adults is estimated at 0.50 (inclusive of den bound mortality), 0.67, and 0.81, respectively between 2009 and 2014 (U.S. Fish and Wildlife Service files).

A wolf pack establishes and defends an area, or territory, within which pack members hunt and find shelter (Mech and Boitani 2003). Daily and seasonal movements of individual wolves and the pack vary in response to the distribution, abundance, and availability of prey, and care of young. Wolf pack territories vary in size depending on prey density or biomass and pack size; minimum territory size is the area in which sufficient prey exist to support the pack (Fuller et al. Bednarz (1988) predicted that reintroduced Mexican wolves would likely occupy territories ranging from approximately 78 to 158 square miles (mi<sup>2</sup>) (200-400 square kilometers (km<sup>2</sup>), and hypothesized that Mexican wolf territories were historically comparable in size to those of small packs of northern gray wolves, but possibly larger, due to habitat patchiness (mountainous terrain that included areas of unsuitable lowland habitat) and lower prey densities associated with the arid environment. Between 1998 and 2015, home range size of 138 denning packs in the MWEPA population averaged 197 mi<sup>2</sup> +/- 125mi<sup>2</sup> (SD) (510 km<sup>2</sup> +/- 324 km<sup>2</sup> (Mexican Wolf Annual Reports 1998-2002 & 2004-2015). The average home range size for 30 non-denning packs during the same time period was 343 mi<sup>2</sup> +/- 313 mi<sup>2</sup> (SD) (888km<sup>2</sup> +/- 811 km<sup>2</sup>). Average pack home range size for denning packs has remained fairly consistent during the last 10 years. In Mexico, no estimates of denning versus non-denning pack home ranges have been made. However, López González et al. (2017) estimated the area of activity of 20 Mexico wolf individuals, belonging to three packs, from July to December 2016 ranged from: 1) 23.73 to 34.94 km<sup>2</sup> in Pies ligeros pack; 2) 137.5 to 200.9 km<sup>2</sup> for the Mesa de lobos pack; and 3) 4.26 to 837.9 km<sup>2</sup> for the La Escalera pack.

An individual wolf, or rarely a group, will disperse from its natal pack in search of vacant habitat or a mate, typically between nine to 36 months of age. These dispersals may be short trips to a neighboring territory, or a long distance journey of hundreds of miles (Packard 2003). Wolves that disperse and locate a mate and an unoccupied patch of suitable habitat usually establish a territory (Rothman and Mech 1979, Fritts and Mech 1981). Dispersing wolves tend to have a high risk of mortality (Fuller et al. 2003). In the MWEPA population, some dispersal events events ended in mortality (16.5 %). In addition, dispersal was hindered by a rule from 1998 through 2014 that prohibited Mexican wolf occupancy outside the boundaries of the Gila and Apache National Forests (63 FR 1752; January 12, 1998; and see "Abundance, Trend, and Distribution of Mexican Wolves in the United States"). Therefore, a proportion of dispersal events ended with the removal or translocation of the wolf due to the boundary rule (12%). However, 55% of dispersal events documented between 1998-2015 ended with the wolf successfully locating a mate (U.S. Fish and Wildlife Service files). In Mexico, mortality associated with dispersal has not yet been analyzed (personal communication, Dr. López-González, Universidad Autónoma de Ouerétaro, April 10, 2017).

### **Ecology and Habitat Characteristics**

Historically, Mexican wolves were associated with montane woodlands characterized by sparsely to densely-forested mountainous terrain and adjacent grasslands in habitats found at elevations of 1,219-1,524 m (4,500-5,000 ft) (Brown 1988). Wolves were known to occupy habitats ranging from foothills characterized by evergreen oaks (*Quercus* spp.) or pinyon (*Pinus edulis*) and juniper (*Juniperus* spp.) to higher elevation pine (*Pinus* spp.) and mixed conifer forests. Factors making these habitats attractive to Mexican wolves likely included an abundance of prey, availability of water, and the presence of hiding cover and suitable den sites. Early investigators reported that Mexican wolves probably avoided desert scrub and semidesert grasslands that provided little cover, food, or water (Brown 1988). Wolves traveled between suitable habitats using riparian corridors, and later, roads or trails (Brown 1988).

We recognize that the suitability of an area to sustain wolves is influenced by both biophysical (vegetation cover, water availability and prey abundance) and socioeconomic (human population density, road density, and land status) factors (Sneed 2001). Today, we generally consider the most important habitat attributes needed for wolves to persist and succeed in pack formation to be forest cover, high native ungulate density, and low livestock density, while unsuitable habitat is characterized by low forest cover, and high human density and use (74 FR 15123, pp. 15157-15159, Oakleaf et al. 2006; see the Service's 2009 Northern Rocky Mountains distinct populations segment delisting rule for more information on wolf habitat models (74 FR 15123, pp. 15157-15159). Suitable wolf habitat has minimal roads and human development, as human access to areas inhabited by wolves can result in increased wolf mortality (e.g., due to illegal killing, vehicular mortality, or other causes). Public lands such as national forests are considered to have more appropriate conditions for wolf reintroduction and recovery efforts in the United States than other land ownership types because they typically have minimal human development and habitat degradation (Fritts and Carbyn 1995). Recovery of Mexican wolves in the MWEPA relies on the occupancy of national forests (USFWS 2014). The reestablishment effort in Mexico is also located in an area of low human density and roads, although not on federal lands. Land tenureship in Mexico differs in that the federal government does not hold large tracts of land; rather, private lands and communal landholdings, such as ejidos, comprise the largest forms of land tenure in Mexico (Valdez et al. 2006) (see Species' Current Conditions).

### Description of the MWEPA in the United States

As described by Wahlberg et al. 2016, the MWEPA varies considerably in elevation and topography, ranging from 3,048 m (10,000 ft) in the mountains to below 305 m (1,000 ft) in southwestern Arizona. The dominant physical feature is in the southern-most portion of the Colorado Plateau, known as the Mogollon Rim, which extends from central Arizona to west-central New Mexico. The Mogollon Rim forms the source of the Gila-Salt-Verde River system, which combine in Arizona and flow westward into the Colorado River. The eastern portion of the Mogollon Rim forms the western boundary of the Rio Grande River valley in New Mexico, which has its origin in Colorado, north of the MWEPA, and flows north to south. East of the Rio Grande Valley, mountains also separate the Rio Grande from the Pecos River, which flows south to join the Rio Grande in Texas. In southeastern Arizona/southwestern New Mexico, the isolated mountain ranges separating these river systems are referred to as the "Sky Islands" of the Southwest.

The drainages associated with these river systems contain riparian vegetation dependent on the water table and stream flows, with elevation and disturbance patterns influencing the specific type of vegetation. The amount of riparian vegetation (Table 1), though less than 1% of the total MWEPA, is very important to wolves since it provides water, and in many cases cover, and often serves as a means of easy movement in areas with rapid changes in elevation (Wahlberg et al. 2016).

The elevation variations found within the MWEPA result in considerable variation in vegetation communities. The low elevation areas of southern Arizona and southern New Mexico are desert communities dominated by creosote bush (*Larrea tridentata*) and succulent species (e.g., *Agave* spp., *Opuntia* spp.), intergrading to semi-desert grasslands and shrublands at higher elevation. Much of the area in southeastern New Mexico is part of the southwestern Great Plains. Together, the desert communities and grasslands make up more than 70% of the area of the MWEPA (Table 1) (Wahlberg et al. 2016).

Between 900-1200 m (approximately 3,000 to 4,000 ft in elevation, transition to woodlands begins. Most woodlands in the MWEPA are dominated by junipers (*Juniperus* spp.), with pinyon (*Pinus* spp.) and oaks (*Quercus* spp.) also present. Woodlands make up more than 16% of the MWEPA (Table 1), and are typically found just below the high-elevation forest communities. These higher elevation forest communities (beginning at approximately 1500 m (approximately 5,000 ft), are characterized by Ponderosa pine (*Pinus ponderosa*) at the lower elevations, with increasing occurrence of Douglas fir (*Pseudotsuga menziesii*), true firs (*Abies* spp.) and spruce (*Picea* spp.) higher in elevation. While only about 7% of the total area of the MWEPA (Table 1) is composed of these vegetation types, forested communities dominate most of the Mogollon Rim and at higher elevations of the Sky Islands in southeastern Arizona, and southwestern and southeastern New Mexico (Wahlberg et al. 2016).

More than 40% of the MWEPA is administered by Federal agencies, with the Bureau of Land Management and Forest Service administering the most land. The BLM lands are predominately desert and grassland communities (approximately 89% of BLM lands, 17% of the MWEPA), while the Forest Service lands are predominately woodland and forest (approximately 72% of national forests, 11% of the MWEPA). Approximately 31% of the MWEPA is privately owned; about 19% of these privately owned lands are grasslands, and about 10% are either desert or woodlands. Very little forest land is in private ownership, compared with a substantial amount of riparian areas that are in private ownership (Table 1) (Wahlberg et al. 2016).

State and Tribal lands comprise approximately 25% of the MWEPA. As with private lands, much of these lands are deserts, grasslands, and woodlands, though forests constitute a higher percentage on tribal lands than either state or private lands (Table 1) (Wahlberg et al. 2016).

**Table 1.** Land ownership and vegetation types (acreage and percentage) within the Mexican Wolf Experimental Population Area (or MWEPA), United States (derived from Wahlberg et al. 2016). 1

Vegetation	BLM	Forest Service	Other Federal	State	Tribal	Private	Total
Developed/ Non- vegetated	251,100	122,100	214,500	138,800	54,500	311,800	1,092,900
	(0.30%)	(01.10%)	(0.20%)	(0.10%)	(0.10%)	(0.30%)	(0.10%)
Riparian	59,500	226,100	118,600	59,700	52,300	236,700	752,900
	(0.10%)	(0.20%)	(0.10%)	(0.10%)	(0.00%)	(0.20%)	(0.70%)
Desert	9,024,400	855,200	6,290,000	4,303,400	3,386,400	5,278,500	29,137,900
	(9.20%)	(0.90%)	(6.40%)	(4.50%)	(3.50%)	(5.60%)	(30.20%)
Grassland	7,866,100	2,042,000	1,369,200	8,073,900	2,222,200	18,326,000	39,899,400
	(8.10%)	(2.10%)	(1.40%)	(8.50%)	(2.30%)	(19.30%)	(41.70%)
Shrubland	530,500	1,101,700	108,700	803,100	484,900	1,415,700	4,444,700
	(0.40%)	(1.10%)	(0.10%)	(0.40%)	(0.40%)	(0.50%)	(3.00%)
Woodland	1,266,400	6,196,900	286,800	1,574,000	2,158,000	4,664,700	16,146,700
	(1.30%)	(6.30%)	(0.30%)	(1.60%)	(2.20%)	(4.70%)	(16.40%)
Forest	87,000	4,720,800	42,900	98,700	1,322,000	493,800	6,765,100
	(0.10%)	(4.80%)	(0.00%)	(0.10%)	(1.30%)	(0.50%)	(6.90%)
Total MWEPA Acres	19,085,000 (19.40%)	15,264,900 (15.50%)	8,430,700 (8.60%)	15,051,600 (15.30%)	9,680,300 (9.90%)	30,727,300 (31.30%)	98,239,800 (100.00%)

Due to the variety of terrain, vegetation, and human land use within the MWEPA, a mixture of suitable and unsuitable habitat for Mexican wolves exists. We previously estimated that approximately 68,938 km² (26,617 mi²) of suitable habitat exists in the MWEPA (of 397,027 km² (153,293 mi²) including Zone 3 of the MWEPA; not including tribal lands) (USFWS 2014). More recently, Martínez-Meyer et al. (2017) estimate 33,674 km² (13,001 mi²) of high quality habitat exists in the MWEPA.

### Description of the Sierra Madre Occidental in Mexico

The Sierra Madre Occidental is the longest mountain range in Mexico, extending from near the U.S.-Mexico border to northern Jalisco (González-Elizondo et al. 2013). It has a rugged physiography of highland plateaus and deeply cut canyons, with elevations ranging from 300 to 3,340 m (984 to 10,958 ft) (González-Elizondo et al. 2013). Three primary ecoregions occur in the Sierra Madre Occidental, the Madrean, Madrean Xerophylous and Tropical regions (González-Elizondo et al. 2013). Five major vegetation associations occur within the Madrean region, including pine forests, mixed conifer forests, pine-oak forests, oak forests, and temperate mesophytic forests (González-Elizondo et al. 2013). Two major vegetation types occur within the Madrean Xerophylous region, including oak or pine-oak woodland and evergreen juniper scrub (González-Elizondo et al. 2013).

<sup>&</sup>lt;sup>1</sup> Totals may not add up due to rounding acres to the nearest 100.

In Mexico, López González et al. (2017) found that Mexican wolves use pine oak forest and pine forest according to availability, but avoid other types of vegetation, thus indicating a preference for pine oak and pine forests (Figure 6). According to González-Elizondo et al. (2013) pine-oak forests cover about 30% of the Sierra Madre Occidental from 1,250 to 3,200 m (4,101 to 10,498 ft), while pine forests cover 12% of the Sierra Madre Occidental and occur between 1,600 and 3,320 m (5,249 to 10,892 ft). Other major vegetation types in the Sierra Madre Oriental include oak forests which cover almost 14% and occur from 340 to 2,900 m (1,115 to 9,514 ft), and oak or pine-oak woodlands which cover more than 13% and occur from 1,450 to 2,500 m (4,757 to 8,202 ft) (González-Elizondo et al. 2013).

Martínez-Meyer et al. (2017, Table 10) estimate there are two large patches of high quality habitat of 25,311 km² (9,773 mi²) and 39,610 km² (15,293 mi²) in the Sierra Madre Occidental that are connected by areas of lower quality habitat and small interstitial patches of high quality habitat. Three Áreas Naturales Protegidas (or Natural Protected Areas) in Chihuahua (Tutuaca-Papigochi, Campo Verde, and Janos), one in Sonora (Ajos-Bavispe) and one in Durango (La Michilía, as well as the proposed protected area Sierra Tarahumara) partially overlap with the largest high-quality Mexican wolf habitat patches in the Sierra Madre Occidental. Between 2011 and 2017, wolves have occasionally been documented in these natural protected areas; use of these areas may increase as the wolf population expands (personal communication, Dr. López-González, Universidad Autónoma de Querétaro, April 10, 2017).



**Figure 6.** Mexican wolf habitat in Chihuahua, Mexico (credit: Laura Saldivar, Universidad Autónoma de Querétaro/CONANP).

682 Mexican Wolves and Prey

Wolves are highly-adaptable prey generalists that can efficiently capture a range of ungulate prey species of widely varying size. Studies of gray wolf hunting behavior indicate that wolf hunting strategy is plastic and capable of adjusting for variously sized prey (MacNulty 2007, Smith et al. 2004) by varying the age, size (males vs. females), behavior, and hunting group size within one pack depending on the situation and species of prey (MacNulty et al. 2009, 2012). Wolf density is positively correlated to the amount of ungulate biomass available and the vulnerability of ungulates to predation (Fuller et al. 2003).

Wolves play a variable and complex role in ungulate population dynamics depending on predator and prey densities, prey productivity, vulnerability factors, weather, alternative prey availability, and habitat quality (Boutin 1992, Gasaway et al. 1992, Messier 1994, Ballard et al. 2001). Ungulates employ a variety of defenses against predation (e.g., aggression, altered habitat use, behavioral, flight, gregariousness, migration) (MacNulty et al. 2007, Creel et al. 2008, Liley and Creel 2008), and wolves are frequently unsuccessful in their attempts to capture prey (Mech and Peterson 2003, Smith et al. 2004). Generally, wolves tend to kill young, old, or injured prey that may be predisposed to predation (Mech and Peterson 2003, Eberhardt et al. 2007, Smith and Bangs 2009). Wolves have been found to regulate prey populations at lower densities, but only in extreme circumstances have they been documented exterminating a prey population, and then only in a relatively small area (Dekker et al. 1995, Mech and Peterson 2003, White and Garrott 2005, Becker et al. 2009, Hamlin and Cunningham 2009).

Elk (*Cervus elaphus*), which are common in portions of the MWEPA (USFWS 2014), comprise the bulk of the biomass in the diet of wolves in the MWEPA (Paquet et al. 2001, Reed et al. 2006, Carrera et al. 2008, Merkle et al. 2009). Although white-tailed deer (*Odocoileus virginianus*) and mule deer are present, Mexican wolves' preference for elk may be related to the gregariousness, higher relative abundance, and consistent habitat use by elk. There is also a possibility that the methodologies of diet studies may be biasing data analysis because only large scats were collected and analyzed to minimize the probability of including coyote scat (Reed et al. 2006, Carrera et al. 2008, Merkle et al. 2009). This may have excluded some adult and all juvenile Mexican wolves from the analyses. However, investigations of ungulate kill sites using locations from GPS-collared wolves support the scat analysis showing most ungulates killed are elk (Arizona Game and Fish Department files). Mexican wolves in the MWEPA have also been found to feed on adult and fawn deer, cattle, small mammals, and occasionally birds (Reed et al. 2006, Merkle et al. 2009).

In Mexico, Salvídar Burrola (2015) detected the presence of 16 distinct prey species in the scat of reintroduced Mexican wolves. White-tailed deer was the most important prey both in terms of frequency of occurrence (37.6) and percentage biomass consumed (30.65). Other prey items included cattle (*Bos taurus*), Eastern cottontail (*Sylvilagus floridanus*), yellow-nosed cotton rat (*Sigmodon ochrognathus*), woodrats (*Neotoma*), skunks (*Mephitis* and *Spilogale*), as well as other rodents and birds. Domestic pigs (*Sus scrofa*), which were provided as supplemental food for wolves, were also an important food item (Salvídar Burrola 2015). Hidalgo-Mihart et al. (2001) found that coyotes in southern latitudes had a greater dietary diversity and consumed smaller prey items than northern latitudes. The small endangered red wolf also has a diet that

includes more small items than does the diet of larger northern wolves (Phillips et al. 2003, Dellinger et al. 2011).

Mexico. In the MWEPA, between 1998 and 2015, 288 confirmed cattle depredations were documented with an average depredation rate of 27 cattle per 100 wolves per year. This depredation rate may represent an underestimate due to incomplete detection of wolf-killed cattle (Oakleaf et al. 2003, Breck et al. 2011). In Mexico, from 2013 to 2017, 16 confirmed cattle depredations were documented in Chihuahua from Mexican wolves (Garcia Chavez et al. 2017). In both the MWEPA and Mexico, Mexican wolves receive supplemental/diversionary feeding of ungulate carcasses or carnivore logs (ground horse meat and meat byproduct ) for various management reasons, such as to allow a pair or pack to adapt to the wild after release (supplementary) or to reduce the likelihood of cattle depredation (diversionary).

Historically, Mexican wolves were believed to have preyed upon white-tailed deer, mule deer (*Odocoileus hemionus*), elk, collared peccaries (javelina) (*Pecari tajacu*), pronghorn (*Antilocapra americana*), bighorn sheep (*Ovis canadensis*), jackrabbits (*Lepus spp.*), cottontails (*Sylvilagus spp.*), wild turkeys (*Meleagris gallopavo*), and small rodents (Parsons and Nicholopoulos 1995). White-tailed deer and mule deer were believed to be the primary sources of prey (Brown 1988, Bednarz 1988, Bailey 1931, Leopold 1959), but Mexican wolves may have consumed more vegetative material and smaller animals than gray wolves in other areas (Brown 1988) as do coyotes in southern latitudes (Hidalgo-Mihart et al. 2001). The difference between historical versus current prey preference in the United States is likely due to the lack of elk in large portions of historical Mexican wolf range.

Ungulate population dynamics in the Southwest differ from that of the same species in other ecoregions due to the lower overall primary productivity of the habitat (Short 1979). Although vegetation and climate vary across the range of the Mexican wolf, the region as a whole is generally more arid than other regions of North America with recovered gray wolf populations such as the Northern Rocky Mountains and Western Great Lakes, resulting in lower primary productivity in the range of the Mexican wolf than in these areas (Carroll et al. 2006). The lower productivity of the vegetative community influences productivity through several trophic levels resulting in lower inherent herbivore resiliency in the Southwest than their northern counterparts (Heffelfinger 2006). Deer species available to Mexican wolves may be smaller in size, have lower population growth rates, exist at lower densities, and exhibit patchy distributions. However, lack of widespread winterkill of ungulates means that lower recruitment is able to sustain a stable population compared to northern ungulate populations. Southwestern deer herds (mule deer and white-tailed deer) require 35-50 fawns per 100 does to remain stable (Heffelfinger 2006), while those in the northern Rocky Mountains require 66 fawns per 100 does for population maintenance (Unsworth et al. 1999).

Predator-prey dynamics may differ in the Southwest compared to other systems as well. Predator populations are sustained more by the productivity of prey populations than by the standing biomass at one point in time (Seip 1995, National Research Council 1997, Carbone and Gittleman 2002). In southwestern deer populations, a compensatory response in deer survival or recruitment would not be expected because deer density is usually kept below the fluctuating

carrying capacity through chronically low recruitment (Deyoung et al. 2009, Bowyer et al. 2014). Computer population simulations of Arizona and New Mexico deer herds showed that an increase in adult doe mortality by only 5-10% was enough to cause population declines because of low and erratic recruitment and no compensatory response (Short 1979). When excluding human harvest, adult female elk survival has been found to be relatively high (Ballard et al. 2000). As such, additional adult mortality sources of adult female elk would tend to be more additive and may contribute to population declines.

Kill rates of individual gray wolves vary significantly, from 0.5 to 24.8 kg/wolf/day (1 to 50 lbs/wolf/day), based on a variety of factors such as prey selection, availability and vulnerability of prey, and the effects of season or weather on hunting success (Mech and Peterson 2003, see Table 5.5). Minimum daily food requirements of a wild, adult gray wolf have been estimated at 1.4 kg/wolf (3 lbs/wolf) to 3.25 kg/wolf (7 lbs/wolf), or about 13 to 30 adult-sized deer per wolf per year, with the highest kill rate of deer reported as 6.8 kg/wolf/day (15 lbs/wolf/day) (Mech and Peterson 2003, Peterson and Ciucci 2003).

The Mexican Wolf Interagency Field Team used clusters of wolf GPS locations to estimate kill rates (prey killed/wolf/day) (or kg/wolf/day). The results indicated that during 2015 and 2016 a single Mexican wolf would kill on average the equivalent of 16.5 cow elk, scavenge 1.2 cow elk, and kill 3.9 mule deer does and 0.5 white-tailed deer annually, which equates to 7.19 kg/wolf/day. However, the Interagency Field Team notes that: "The average standardized impacts of Mexican wolves on prey we calculated are likely overestimated because of the four months of hunting season outside of the winter and summer study periods when scavenging likely makes up a significant portion of the diet of Mexican wolves. This estimate is slightly higher than the average, but within the range observed in similar studies conducted on northern gray wolves."

Wolves may also affect ecosystem diversity beyond that of their immediate prey source in areas where their abundance affects the distribution and abundance of other species (sometimes referred to as "ecologically effective densities") (Soule et al. 2003, 2005). For example, in a major review of large carnivore impacts on ecosystems, Estes et al. 2011 concluded that structure and function as well as biodiversity is dissimilar between systems with and without carnivores. Wolves could affect biodiversity and ecosystem processes through two mechanisms: a behaviorally mediated or numeric response on prey – or both (Terborgh et al. 1999). Such trophic cascade effects have been attributed to gray wolf reintroduction in Yellowstone National Park and elsewhere (e.g., Ripple and Beschta 2003, Wilmers et al. 2003, Ripple and Beschta 2004, Hebblewhite et al. 2005, Hebblewhite and Smith 2010, Ripple and Beschta 2011, Baril et al. 2011).

Kauffman et al. (2010) used a more rigorous experimental design than previous studies and found no widespread general reduction in browsing on aspen, nor an increase in plant height that would be evidence of a behaviorally mediated trophic cascade. They noted that plant height and browsing are both strongly influenced by many environmental forces unrelated to wolves (Kauffman et al. 2013). Middleton et al. (2013) found no relationship between the risk of an elk being preyed upon by wolves and elk body fat and pregnancy. These finding also failed to support the existence of behaviorally mediated trophic cascades operating in Yellowstone

National Park. The dramatic numerical reduction in elk abundance in Yellowstone National Park has relaxed browsing pressure on some plants and resulted in a spatially inconsistent recovery of riparian vegetation, but not to the extent reported widely in the popular media.

Numerous studies conducted in the Northern Range of Yellowstone National Park demonstrate that fire and hydrologic changes strongly influence willow growth and recruitment (Johnston et al. 2007, Bilyeu et al. 2008, Tercek et al. 2010), snow strongly influences elk habitat selection (Mao et al. 2005), use of aspen sites (Brodie et al. 2012), and intensity of browsing versus grazing (Creel and Christianson 2009). Studies in Yellowstone National Park also cast doubt on the cascading effects of wolf recovery on willows (Bilyeu et al. 2008; Johnston et al. 2007, 2011; Wolf et al. 2007; Creel and Christianson 2009; Tercek et al. 2010). In addition, other ecological changes that can impact vegetation recovery have occurred in Yellowstone National Park concurrent with wolf recovery. Moose abundance has declined markedly following the extensive fires in 1988 (Tyers 2006), grizzly bear abundance has increased dramatically (Schwartz et al. 2006) with a threefold increase in elk calf predation rates (Barber-Meyer et al. 2008), a drought in the mid- to late-1990s, human antlerless elk harvest, and heavy winter snows have impacted elk population abundance (Creel and Christianson 2009). It is now widely understood that assuming the presence of wolves is responsible for all variance in plant growth or recovery in Yellowstone National Park (Beschta and Ripple 2013) is an oversimplification of a complex system.

# Wolves and Non-prey

Wolves also interact with non-prey species. Although these interactions are generally not well documented, competition and coexistence may occur between wolves and other large, medium, or small carnivores (Ballard et al. 2003). In the Southwest, Mexican wolves may interact with coyotes, mountain lions (*Puma concolor*), and black bears (*Ursus americanus*) (AMOC and IFT 2005; USFWS 2010). We do not have data suggesting competition with non-prey species is impacting population dynamics for Mexican wolves in the MWEPA or Mexico under current population levels for these predators: however, predator population changes could result in differing impacts to Mexican wolves.

### Wolf – Human Interactions

Wolves' reactions to humans include a range of non-aggressive to aggressive behaviors, and may depend on their prior experience with people. For example, wolves that have been fed by humans, reared in captivity with frequent human contact or otherwise habituated to humans may be more apt to show greater fearless or aggressive behavior towards humans than wild wolves; diseased wolves may also demonstrate fearless behavior (McNay 2002, Fritts et al. 2003). In North America, wolf-human interactions have increased in the last three decades, likely due to increasing wolf populations and increasing visitor use of parks and other remote areas (Fritts et al. 2003). Generally, wild wolves are not considered a threat to human safety (McNay 2002). In 2014, we summarized wolf-human interactions in the MWEPA in our EIS, "Final Environment Impact Statement for the Proposed Revision to the Regulations for the Nonessential Experimental Population of the Mexican Wolf" (USFWS 2014). In short, prior to the extirpation of Mexican wolves in Arizona and New Mexico in the 1970s, there are no confirmed or reliable reports of Mexican wolf attacks that occurred on humans, or wolf-caused human fatalities. Subsequent to the 1998 initiation of the reintroduction of Mexican wolves, wolf-human

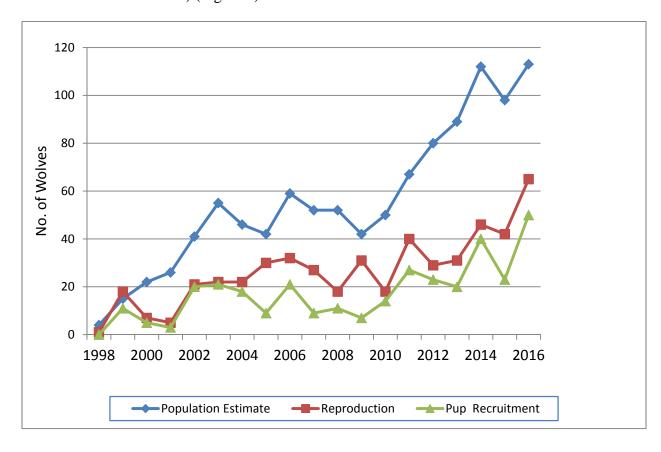
interactions have occurred but there have been no attacks on humans (USFWS 2014). In Mexico, since the reintroduction in 2011, no attacks or aggression toward humans by wolves have been documented (personal communication Dr. López-González, Universidad Autónoma de Querétaro, April 10, 2017).

Humans can be a significant source of mortality for wolves. Human-caused mortality is a function of human densities in and near occupied wolf habitat and human attitudes toward wolves (Kellert 1985, Fritts and Carbyn 1995, Mladenoff et al. 1995). Sources of mortality may include accidental incidents such as vehicle collision, or intentional incidents such as shooting (including legal shooting to protect livestock, pets, or rarely for human safety). In areas where humans are tolerant to the presence of wolves, wolves demonstrate an ability to persist in the presence of a wide range of human activities (e.g., near cities and congested areas) (Fritts et al. 2003). In the most recent analysis of habitat suitability, Martínez-Meyer et al. (2017) used 1.52 humans/km² as a threshold of Mexican wolf habitat suitability based on Mlandenoff (1995). In the MWEPA, gunshot related mortality is the biggest mortality source for Mexican wolves (USFWS 2017b; 80 FR 2488, January 16, 2015).

#### SPECIES' CURRENT CONDITION

# Abundance, Trend, and Distribution of Mexican Wolves in the United States

The MWEPA population can be characterized as a relatively small but growing population. After exhibiting moderate growth in the initial years of the reintroduction (1998-2003), followed by a period of relative stagnation from 2003-2009, the MWEPA has exhibited sustained population growth for the last seven years (with the exception of 2014-2015) with relatively high adult survival. The 2016 annual minimum population estimate for the MWEPA was 113 wolves, the largest population size reached by the MWEPA population in its 19 years (U.S. Fish and Wildlife Service files) (Figure 7).



**Figure 7.** Annual Minimum Population Estimate of Mexican Wolves in the MWEPA, 1998-2016 (U.S. Fish and Wildlife Service files).

The demographic performance of the MWEPA population is influenced by both natural and anthropogenic forces, which is not surprising given the intensity of management of wild wolves. In 2016, all of the wolves in the MWEPA were wild-born, with the exception of surviving cross-fostered pups from captivity (a minimum of one), demonstrating that population growth is driven by natural reproduction rather than the release of wolves from captivity; only 10 initial releases, including 6 cross-fostered pups from captivity, were conducted between 2009-2016. 2016 marked the 15<sup>th</sup> consecutive year in which wild born wolves bred and raised pups in the wild. Our data suggest that probability of an adult pair producing pups in the wild is a function of age

of the dam and relationship of the paired female to her mate (i.e., the predicted inbreeding coefficient of the pups). Average litter size in the MWEPA has been estimated at 4-5 pups between 1998-2016 (U.S. Fish and Wildlife Service files). However, our monitoring data suggest that the maximum number of pups in the summer is affected by feeding efforts. Packs that have received diversionary feed (road-killed native prey carcasses or carnivore logs) are larger than those that have not, likely due to improved summer survival of pups due to reduced pup mortality (See Miller 2017, "Calculation of litter size").

> Survival, or conversely mortality, of Mexican wolves in the MWEPA is substantially affected by anthropogenic forces. The average Mexican wolf in the MWEPA is 3.37 years old and has been monitored for 2 years at the time of its mortality or removal from the wild, with estimated survival rates of 0.5 for pups (0-1 year old, inclusive of estimated mortality from time of birth to one year based on observational (4.652 pups born versus 2.699 pups observed prior to September 30) and radio collar information after September 30), 0.67 for subadults (1-2 years old), and 0.81 for adults (greater than 2 years old) from 2009 to 2014 (See Appendix D in Miller 2017 for more information). Causes of Mexican wolf mortality in the MWEPA have been largely humanrelated, including vehicle collision and gunshot and trapping related incidents. Natural causes such as dehydration, disease, intraspecific and interspecific attack account for less than 17% of documented mortality, and unknown causes have been documented to account for 11% of known mortality. The combination of human caused mortality from shooting and trapping incidents (77 of 133 documented mortalities [only four of these were trapping incidents], or 58% of total documented mortalities) and human caused mortality from vehicular collision (16 of 133 documented mortalities, or 12% of total mortalities) accounts for 70% of documented wolf mortalities from 1998 to 2016 (USFWS 2017b).

Our removal of Mexican wolves from the MWEPA for management reasons is also functionally the same as mortality to the wild population. The majority of wolf removals are the result of conflicts or interactions with humans, including removals associated with livestock. Wolf removals were conducted in response to livestock depredation (76, including 13 lethal removals), boundary violations (49; conducted under the previous 1998 10(j) rule), nuisance behavior (24), and other reasons (28) (USFWS 2017b). In some years, wolf mortality in addition to removals and missing wolves has resulted in decreasing or stagnant population trends, such as the period from 2004-2009 (AGFD 2007; USFWS 2004, 2005, 2006, 2008, 2009).

Over the course of the reintroduction, our management of the MWEPA population has impacted its performance. We consider the MWEPA population to have gone through three stages of management: the period from 1998 through 2003, which was characterized by a high number of initial releases and translocations and a moderate number of removals; the period from 2004 through 2009, during which we conducted a moderate number of initial releases and translocations and a high number of removals; and the period from 2010 through 2016, which was characterized by a low number of releases and translocations but also a low number of removals (Miller 2017:figure 1).

Our shift in management response to depredating wolves was the driving factor behind the transition from the second to the third management stage. For several years (in particular 2005-2007) we conducted a high number of depredation-related removals to address social and

economic concerns from local ranching communities. After observation of the negative impact the high number of removals was having on population performance, we lessened our removal rate by focusing on working with landowners and permittees to implement proactive management techniques such as range riders, fladry, and non-lethal ammunitions to minimize the likelihood of depredations. One of our proactive techniques is diversionary feeding. Diversionary food caches are road-killed native prey carcasses or carnivore logs provided to denning wolves to reduce potential conflicts with livestock in the area. Diversionary food caches have been used on increasing proportions of the population since 2009, providing about 10 pounds of meat per wolf every two to three days sometimes for several months when the likelihood of depredations are high (e.g., during denning season). In 2016, we provided diversionary feeding for approximately 70% of the breeding pairs during denning season (U.S. Fish and Wildlife Service files). This management change away from wolf removal and toward proactive management, coupled with a shift toward mostly wild-born wolves was accompanied by a lower mortality rate in the population.

The wolf distribution in the MWEPA is also influenced by both natural and anthropogenic forces, primarily habitat availability and quality, and management of dispersing wolves. Mexican wolves occupied 13,329 mi<sup>2</sup> (34,522 km<sup>2</sup>) of the MWEPA during 2015 (USFWS 2015). We expect that over the next few years the distribution of the population will continue to expand naturally within the MWEPA as the size of the population increases. As previously described, Mexican wolves are capable of dispersing long distances. Our management regime curtailed the natural movement patterns of Mexican wolves in the MWEPA due to the geographic regulatory restrictions from 1998 to 2014 requiring capture of wolves that dispersed outside of the Gila and Apache National Forests (63 FR 1752; January 12, 1998) and Fort Apache Indian Reservation: 12% of dispersal events resulted in mortality due to the boundary rule (U.S. Fish and Wildlife Service files). Similarly, wolves are now not allowed to disperse beyond the revised MWEPA boundaries established in 2015 (80 FR 2512-2567, January 16, 2015). The revised boundaries, although considerably more expansive than the boundaries originally established in 1998, may still limit some dispersal movements. (The revised regulations expand the total area Mexican wolves can occupy from 7,212 mi<sup>2</sup> -- the size of the Gila and Apache National Forests in the 1998 regulations -- to 153,293 mi<sup>2</sup> -- Zones 1, 2, and 3 in the new regulations). Our dispersal data for the MWEPA is, and may continue to be, limited in its ability to inform our complete understanding of the frequency, duration, or distance of longer dispersal events that would typically occur and related changes in distribution.

## Abundance, Trend, and Distribution of Mexican Wolves in Mexico

The Mexican wolves that occupy northern Sierra Madre Occidental can be characterized as an extremely small, establishing population. In October 2011, Mexico initiated the establishment of a wild Mexican wolf population in the Sierra San Luis Complex of northern Sonora and Chihuahua, Mexico, with the release of five captive-bred Mexican wolves into the San Luis Mountains in Sonora just south of the US-Mexico border (SEMARNAT e-press release, 2011). Since that time, from 2012 to 2016, 41 Mexican wolves have been released into the state of Chihuahua, 18 of which died within a year after release (Garcia Chavez et al. 2017). Out of 14 adults released from 2011 to 2014, 11 died or were believed dead, and 1 was removed for veterinary care. Of these 11 Mexican wolves that died or were believed dead, 6 were due to illegal killings (4 from poisoning and 2 were shot), 1 wolf was presumably killed by a mountain

lion, 3 causes of mortality are unknown (presumed illegal killings because collars were found, but not the carcasses), and 1 disappeared (neither collar nor carcass has been found) (80 FR 2491, January 16, 2015). One pair released in 2013 in Chihuahua has produced three litters (Garcia Chavez et al. 2017). This pair first reproduced in 2014, with 5 pups documented, marking the first successful reproductive event in Mexico since reintroductions were initiated in 2011 (80 FR 2491, January 16, 2015). As of April 2017, approximately 28 wolves inhabit the northern portion of the Sierra Madre Occidental in the state of Chihuahua (Garcia Chavez et al. 2017).

### Genetic Status of the Mexican Wolf

In Captivity

The Mexican wolf captive population is an intensively managed but genetically depauperate population. The small number of founders of the captive population and the resultant low gene diversity available with which to build a captive population have been a concern since the beginning of the project (Hedrick et al. 1997) and remain a concern today (Siminski and Spevak 2016).

As of 2016, the captive population has retained approximately 83% of the gene diversity of the founders, which is lower than the recommended retention of 90% for most captive breeding programs (Siminski and Spevak 2016). In its current condition, the population would be expected to retain 75% gene diversity over 60 years and only 70.22% in 100 years. Long-term viability or adaptive potential depends on genetic variability. It is desirable to retain as much genetic variability as possible, but it is uncertain when loss of variability could have negative impacts on individuals or populations (Soulé et al 1986). Loss of variability might manifest in compromised reproductive function or physical and physiological abnormality. Reducing the rate of loss could be achieved by increasing the annual population growth rate, increasing the representation of under-represented founders, and by using the genome bank (Siminski and Spevak 2016).

The SSP actively supports both the MWEPA and northern Sierra Madre Occidental reintroductions. Today, relatively few initial releases are conducted into the MWEPA compared with the early years of the program (i.e., 74 captive wolves released in the first five years) because the population is established and population growth occurs via natural reproduction rather than augmentation through releases from captivity (USFWS 2017b). Initial releases are conducted into the MWEPA mostly for genetic management or other specific management purposes, and we expect this pattern to continue. Mexico, currently in the early phase of reintroduction, will likely continue to release a higher number of captive wolves to grow its population for the next few years (i.e., 41 wolves released in the first five years, including both initial releases and translocated wolves from the MWEPA). Releases in Mexico can simultaneously achieve demographic and genetic management objectives. For both wild populations, it is desirable to establish adequate gene diversity while the population is small, and then allow the population to grow.

The major challenges facing the SSP include: the limited number of founders; insufficient captive space; and the current demographic instability of the population. The number and relationship of animals founding the SSP population limit the amount of genetic diversity

available to the SSP program. As a result, the SSP manages breeding to minimize the rate of loss of the genetic diversity over generations. This includes planned annual pairings with priority to those wolves with the least genetic representation in the population. It also means slowing the rate of loss over time by cryopreserving sperm and eggs beyond the natural life of the individual wolf for use in artificial pairings in the future. The development and application of assisted reproductive technologies like artificial insemination and in vitro fertilization are a priority for the SSP. The SSP established the genome bank in 1990 by collecting and preserving eggs and sperm from Mexican wolves. Males are selected for collection based on their representation in the gamete bank; as of 2016, material from 155 males has been cryopreserved. The collection process for females involves removing the ovaries resulting in permanent sterilization. Therefore, females are selected for collection opportunistically (prior to scheduled euthanasia, for example) or as individuals reach reproductive senecense. As of 2016, material from 51 females has been cryopreserved. Techniques to use the material in the gamete bank such as artificial insemination are still under development but have been used successfully in a limited number of instances (Siminski and Spevak 2016). For example, in 2017 the SSP documented successful production of a healthy Mexican wolf pup produced through artificial insemination using frozen semen (U.S Fish and Wildlife Service, our files).

The SSP seeks to increase the number of holding facilities in recognition that a larger population will retain genetic diversity longer than a small population. In order to promote demographic stability, the SSP needs to breed a greater proportion of its population each year. This requires increased space and greater efficiency in managing the SSP population. Improvements in SSP wolf husbandry through regular revisions of its husbandry manual are another priority for the SSP.

The captive population is currently demographically unstable because the age pyramid of the population is top heavy with older animals (that is, the population consists of many more older animals than young). The SSP population grew slowly from its founding in the late 1970s through the 80s, and then grew exponentially through the 90s hitting a peak population in 2008 of 335 wolves. In response to the reduction in releases to the wild and having reached maximum capacity in about 47 holding facilities, the SSP deliberately reduced its reproduction to stabilize the SSP population below 300 wolves within a stable age pyramid in the mid-2000s. Maintaining a stable age pyramid between 280 and 300 has proven difficult however, and the SSP estimates it may take another five years to achieve a stable age pyramid at a population size below 300.

In the Wild

The genetic status of Mexican wolves in the wild is as much or more of a concern as that of the captive population, namely due to high mean kinship (or, relatedness of individuals to one another) in the MWEPA, as well as ongoing loss of gene diversity and concerns over the potential for inbreeding depression to have negative demographic impacts on either the MWEPA or Mexico populations in the future. Unlike the captive breeding program, where specific wolves can be paired to maximize the retention of gene diversity, we cannot control which wolves breed in the wild. Due to this, and because introductions of wolves from the captive population is limited to those wolves that are over-represented in captivity, we expect gene diversity in the wild to be lower than in the captive population. As of 2016, the MWEPA population has a retained gene diversity of 75.91% of the founding population, while the wolves

in Mexico have a retained gene diversity of 66.26%. In the early phase of the MWEPA reintroduction, we intended to mirror the SSP's original goal for lineage representation: 80% McBride, 10% Aragon, and 10% Ghost Ranch. This SSP goal has since been modified to slowly increase the lineage representation for Ghost Ranch and Aragon (Siminski and Spevak 2016). The representation of the three lineages in the MWEPA are 76.97% McBride, 7.21% Aragon, and 15.83% Ghost Ranch, and 60.94% McBride, 19.79% Aragon and 19.27% Ghost Ranch in Mexico. While lineage representation is still monitored and reported, current evaluation to select release candidates, for example, focuses more directly on under-representation which inherently serves to improve founder, or lineage, representation (i.e., a wolf that is considered under-represented in the wild is likely to contribute positively to lineage representation).

As of 2016, Mexican wolves in the MWEPA population were on average as related to one another as siblings. This "relatedness," as measured through population mean kinship, in the MWEPA was 0.2409, and in Mexico was 0.3374 (Siminski and Spevak 2016). High relatedness is concerning because of the risk of inbreeding depression (the reduction in fitness associated with inbreeding). Inbreeding depression may affect traits that reduce population viability, such as reproduction (Fredrickson et al. 2007), survival (Allendorf and Ryman 2002), or disease resistance (Hedrick et al. 2003) (and see USFWS 2010 and 80 FR 2504-2506). Improving gene diversity and reducing population mean kinship of both wild populations can be achieved by the introduction of under-represented wolves from the captive population.

 Recent exploration of inbreeding depression has been conducted in the captive and MWEPA populations. Fredrickson et al. (2007) analyzed 39 litters (1998-2006) from the MWEPA and reported a negative association between pup inbreeding coefficient (f) and "litter size" (maximum number of pups counted during the summer). However, a more recent analysis of 89 wild litters from 1998 to 2014 found no significant relationship using all available data (Clement and Cline 2016 in Miller 2017, Appendix C). Clement and Cline (ibid) found estimated effect of inbreeding differed during different time periods. The effect of pup f on maximum pup count was negative in the early period (1998-2006), not significant for the entire time period (1998-2014), and positive but not significant for the late time period (2009-2014). They went on to state, "Given the lack of experimental control, it is difficult to understand the cause of the changing relationship through time. However, it could be due to a shift in the population from captive-born animals to wild-born animals, changes in population density, changes in the survey protocol for wild animals, or some unmeasured individual effect" (see Miller 2017, Appendix B for detailed description of methodology changes through time).

We are able to positively influence the genetic condition of the MWEPA and northern Sierra Madre Occidental population through the release of genetically advantageous Mexican wolves to the wild from captivity, cross-fostering genetically-valuable pups, translocating wolves between wild populations, or potentially by removing Mexican wolves whose genes are over-represented. Management recommendations suggest that the Aragon and Ghost Ranch lineages should be increased to as much as 25% each in the MWEPA (Hedrick et al. 1997) because wolves from these lineages are currently under-represented (Siminski and Spevak 2016).

We have been striving to decrease mean kinship and increase the retention of gene diversity in the MWEPA through the release of wolves from the captive breeding program. In 2014, the Service and our interagency partners began utilizing a technique referred to as cross-fostering. Instead of releasing adult wolves from captivity into the wild, which have a lower survival rate than wild born wolves and a higher incidence of nuisance behavior (AMOC and IFT 2005), we have placed genetically advantageous pups from captive litters into wild dens to be raised with the wild litter. In our first cross-fostering event in 2014, we placed two pups from one wild litter into another wild litter. In 2016, we placed six pups from captivity into three wild litters (two pups into each litter). The success of cross-fostering efforts is measured by pups surviving and breeding, such that their genetic material is integrated into the wild population. To date, we are aware of one instance in which a cross-fostered pup has survived and bred, but a second was paired with a mate at the end of 2016 (U.S. Fish and Wildlife Service files). We will continue to monitor the success of cross-fostering efforts.

Several other genetic issues, including hybridization (between Mexican wolves and dogs or coyotes) and introgression of gray wolves with Mexican wolves are of potential concern to our management of wild Mexican wolves. In the MWEPA population, three hybridization events between Mexican wolves and dogs have been documented since wolves were first reintroduced in 1998. In each case, hybrid litters were humanely euthanized with the exception of one pup of unknown status (80 FR 2504, January 15, 2016). No hybridization events between Mexican wolves and coyotes have been documented. No hybridization events with coyotes or dogs have been documented in Mexico (personal communication Dr. López-González, Universidad Autónoma de Querétaro, April 10, 2017). We recognize that hybridization events could occur and therefore have management protocols in place to respond swiftly if hybridization is detected; however, hybridization is not a significant genetic or management concern to Mexican wolves at the level at which it has occurred to date.

 We recognize the potential for introgression of gray wolves into Mexican wolf range. Several long-distance dispersal events from other gray wolf populations in recent years suggest that gray wolves could disperse into the MWEPA, where they could breed with Mexican wolves. While the introduction of gray wolf genes into the MWEPA population could result in genetic rescue of the population (Hedrick and Fredrickson 2010, Whiteley et al. 2015), multiple introgression events could quickly swamp the Mexican wolf genome by introducing alleles that might change the natural history or behavior of the population (e.g., Fitzpatrick et al. 2010). Careful evaluation of the potential effects of introgression of gray wolves is needed to determine whether allowing gray wolves to breed with Mexican wolves could be appropriate during a later stage of recovery or after recovery (Hedrick and Fredrickson 2010). Until such evaluation occurs and pending its results, we would manage against such breeding events occurring in the MWEPA.

### **Stressors**

The most important biological stressors, or conditions, that may influence the current and ongoing recovery potential of the Mexican wolf include: 1) adequate habitat availability and suitability; 2) excessive human-caused mortality; 3) demographic stochasticity associated with small population size; and 4) continuing or accelerated loss of genetic diversity in the captive or wild populations. In addition to their individual impacts, these stressors can have synergistic effects. For example, high mortality rates may result in declining populations that become less demographically stable and lose gene diversity more rapidly than a more stable, growing population.

Habitat availability/suitability

Wolf reintroduction and recovery efforts require large areas. As previously discussed, suitable habitat for the Mexican wolf is forested, montane terrain containing adequate biomass of wild prey (elk, white-tailed deer, mule deer, and other smaller prey) to support a wolf population. Suitable habitat has minimal roads and human development, as human access to areas inhabited by wolves can result in wolf mortality by facilitating illegal killing. A recent habitat assessment conducted by Martínez-Meyer et al. (2017) assessed information on abiotic climatic variables, land cover and vegetation types, ungulate biomass, human population density, and road density to determine the extent of suitable habitat in the southwestern United States and Mexico. Their study identifies the MWEPA and two areas in the Sierra Madre Occidental of Mexico as the most suitable areas within historical range (per Parsons 1996) to establish Mexican wolf populations to contribute to recovery. These areas have been identified in previous habitat assessments (summarized in USFWS 2010) and two of the three areas (the MWEPA and the northern Sierra Madre Occidental site in Mexico) are the current locations of Mexican wolf reintroductions.

As Martínez-Meyer et al. (2017) recognize, ground-truthing is needed to verify the results of their niche modeling exercise to ensure the areas identified as suitable habitat adequately contain the biological characteristics necessary to support Mexican wolves. Specifically, verifying the availability of ungulate biomass in Mexico is of particular importance, as wolf density is positively correlated to the amount of ungulate biomass available and the vulnerability of ungulates to predation (Fuller et al. 2003). Adequate ungulate monitoring data are available for the MWEPA to inform our understanding of the size of Mexican wolf populations that could be supported. We previously estimated that a population of 300-325 Mexican wolves could be supported in the MWEPA without unacceptable impacts to ungulates (USFWS 2014). However, in Mexico ungulate monitoring methodologies are more variable and data are not readily available in the area of interest, making predictions about ungulate biomass as a characteristic of habitat suitability less certain (Martínez-Meyer et al. 2017). We recognize that ungulate availability is lower in the Sierra Madre Occidental sites compared with the MWEPA, in large part due to the absence of elk in Mexico, as well as lower deer densities (Martínez-Meyer et al. 2017). Lower density of ungulates in Mexico would suggest that wolves in Mexico will likely have smaller pack sizes and larger home ranges relative to wolves in the MWEPA (Fuller et al. 2003). Historically Mexican wolves subsisted in this area, likely with a larger proportion of small mammals in their diet compared to wolves in other areas (Brown 1988). As Mexico continues efforts to establish a population of Mexican wolves in the Sierra Madre Occidental, information about ungulate (or other prey) abundance and density will be informative to more fully understand the area's ability to support wolves.

In addition to ecological differences between the United States and Mexico reintroduction sites, we also recognize that land tenure in areas of suitable habitat in each country is significantly different. Land tenure differences may result in different opportunities and challenges in each country to establish and maintain Mexican wolf populations. In the United States, we consider federal land to be an important characteristic of the quality of the reintroduction area. Federal lands such as National Forests are considered to have the most

appropriate conditions for Mexican wolf reintroduction and recovery efforts because they typically have significantly less human development and habitat degradation than other landownership types (Fritts and Carbyn 1995). The majority of suitable habitat for Mexican wolves in the MWEPA occurs on the Apache, Sitgreaves, Coconino and portions of the Tonto, Prescott, and Coronado National Forests in Arizona, as well as on the Fort Apache Indian Reservation and San Carlos Apache tribal lands. In New Mexico, the Gila and portions of the Cibola and Lincoln National Forests are important large blocks of public land (USFWS 2014).

In Mexico, there are three primary types of land: federal, private, and communal (Valdez et al. 2006). Large tracts of federally owned lands managed solely for conservation do not exist in Mexico. Ejidos are a type of communal property distributed among individuals but owned by the community that may have conservation objectives but are typically managed for multiple uses including extraction of natural resources such as timber or mining (Valdez et al. 2006). Natural Protected Areas are managed by the federal government in Mexico for the protection, restoration, and sustainable use of the natural resources, but many have native or rural communities living within their boundaries, and are a mix of private, federal, and communal land. Most Natural Protected Areas do not have comprehensive management plans, and extractive uses are allowed (Valdez et al. 2006). Because the Mexican landscape is dominated by privately and communally owned lands, landowner approval is necessary before Mexican wolves can be released onto private land. As in the United States, landowner support for the reintroduction of Mexican wolves ranges from supportive to antagonistic (López González and Lara Díaz 2016). Federal agencies in Mexico continue to work with landowners to seek support for the reintroduction of Mexican wolves and have obtained signed agreements from several cooperative landowners who have allowed for the reintroductions to date.

 Successful Mexican wolf recovery will require that Mexican wolf populations occupy large areas of ecologically suitable habitat. Prey availability will need to be adequate to support populations, and land tenure and management, although potentially different between the two countries, will need to support the occupancy and management of Mexican wolves across the landscape.

## **Human-Caused Mortality**

Results from research on gray wolves (Fuller et al. 2003, Carroll et al. 2006), our monitoring data, and the Vortex population modeling analysis (Miller 2017) suggest that Mexican wolf populations are highly sensitive to adult mortality. For populations to grow or maintain themselves at demographic recovery targets, mortality rates will need to stay below threshold levels (Miller 2017).

As previously described, human-caused mortality is the most significant source of documented mortality in the MWEPA (USFWS 2017b; 80 FR 2488, January 16, 2015), and therefore the most important single source of mortality to address during the recovery process. The impact of human-caused mortality has varied from a small impact in a given year to reducing the population by about 20% (U.S. Fish and Wildlife Service files). Human-caused mortality may occur at levels significant enough to cause a population

decline, or at lower levels may hinder how quickly the population grows (that is, the population is still able to grow, but at a slower rate than it otherwise would). Ongoing and increased law enforcement presence and education to reduce misinformation will continue to be necessary in the MWEPA for the full extent of the recovery effort.

We have also observed that wolves experience a greatly increased likelihood of mortality in their first year after initial release or translocation. Survival of released or translocated wolves is markedly lower than average survival rates for wild wolves (See Miller 2017, Table 3). Functionally this means that a greater number of wolves need to be released to the wild than the number expected to survive and contribute to the population (e.g., we release 10 wolves in order to get 2 wolves that survive as potentially reproductive members of the population).

As we have observed in the MWEPA, the combination of mortality and management removals (which serve as mortality to a population) can have a significant impact on population performance. While some level of removal is a useful management tool to address conflicts with livestock or humans, excessive removals can be counterproductive to population performance, particularly during years when the population is experiencing higher mortality rates or slower growth. Livestock depredations and conflicts with humans are the major causes of management removals that are likely to continue in the future, and therefore the most important source of removal to consider as it relates to the recovery of the Mexican wolf. Many considerations are taken into account when determining whether to remove wolves, including the status of the population and the genetics of individual wolves. During years in which a population exhibits robust growth (low mortality rates), higher levels of removal could occur without hindering the population (Miller 2017). During years with higher mortality rates, removal rates would need to be lessened or eliminated to support population stability. Maintaining and expanding the use of proactive techniques to deter depredation events will continue to be necessary throughout the recovery effort, and possibly indefinitely.

In summary, populations that contribute to recovery will need to experience levels of human-caused mortality that do not hinder population growth. Furthermore, while we recognize that management removals will remain a useful management tool during the recovery process, we envision that the populations that contribute to recovery will be managed with a suite of tools to reduce conflicts, of which removal will be only one. To track the impact of mortality and removals, ongoing monitoring and data collection will need to continue in both the MWEPA and Mexico, with frequent adjustments in management to respond to the status and performance of populations. Improving the survival of released and translocated wolves could greatly improve our progress toward demographic or genetic recovery goals.

Demographic stochasticity

As explained in the final listing rule for the Mexican wolf, Mexican wolves in the wild have a high demographic risk of extinction due to small population size. Scientific theory and practice generally agree that a subspecies represented by a small population faces a higher risk of extinction than one that is widely and abundantly distributed (Goodman 1987, Pimm et al. 1988). One of the primary causes of this susceptibility to extinction is the sensitivity of small populations to random demographic events (Shaffer 1987, Caughley 1994). In small populations, even those that are growing, random changes in average birth or survival rates could cause a population decline that would result in extinction. This phenomenon is referred to as demographic stochasticity. As a population grows larger and individual events tend to average out, the population becomes less susceptible to extinction from demographic stochasticity and is more likely to persist.

At their current sizes, both the MWEPA and northern Sierra Madre Occidental populations have a high risk of extinction that must be ameliorated during the recovery process. Miller 2017, suggests that if both populations were maintained at or near their current population size for 100 years, the MWEPA would have approximately a 45% risk of extinction, and then northern Sierra Madre Occidental wolves would have a 99% risk of extinction (see Conclusions and Discussion: Analysis of the Status Quo).

We envision populations that contribute to recovery to exhibit moderately low levels of demographic stochasticity, meaning that they demonstrate population dynamics (as growing or stable populations) that suggest they are unlikely to go extinct now or in the foreseeable future (50-100 year time horizon). Neither the ESA nor the Service equate a specific extinction risk with the definitions of "endangered" or "threatened", but rather the Service recognizes this is a species specific determination that should be explored during the development of conservation measures and recovery plans for listed species. Therefore, population growth will be necessary for both populations to reduce the risk of stochastic population fluctuations that could threaten their ability to persist over time (see additional discussion in subsection "Resiliency").

Loss of genetic diversity

As described above, both the captive and wild Mexican wolf populations lose gene diversity every year as animals die or reach reproductive senescence. Because there are no new founders to bring new genes to the population, we focus our efforts on slowing the rate of loss of diversity. This is more easily accomplished in captivity than the wild due to our ability to manage pairings.

Inbreeding depression is not currently operating at a level that is suppressing demographic performance in the MWEPA (in fact, the population has exhibited robust growth in recent years), yet we remain aware that the population has high levels of mean kinship and does not likely contain an adequate amount of the gene diversity available to it from the captive population. Currently, our data analysis suggests that inbreeding depression is impacting the probability of producing a litter, but is not significantly influencing litter size as previously thought (see discussion of genetic threats under Factor D at 80 FR 2488, January 16, 2015). However, we also recognize that the high level of supplemental feeding may be clouding our ability to detect inbreeding impacts on litter size (see Miller 2017, "Calculation of litter size"). The recent growth of the MWEPA in its current genetic condition compounds our concern, because it becomes harder to improve gene diversity as the population grows larger. In other words, releasing more Mexican wolves would be necessary to shift the genetic composition of the population than at a smaller population size. Miller 2017 demonstrates that without active genetic management in the form of releases and translocations (including cross-fostering) in either reintroduction area, genetic drift leads to reduced genetic variability over time (see

- Scenario Set 1). When active genetic management is conducted, populations in the Vortex model are able to maintain a more robust genetic condition that minimizes the likelihood of genetic issues and may provide for longer term adaptive potential (Miller 2017, Scenario Set 2).
- We are unable to make statements about the degree to which genetic issues may be influencing the demographic performance of the northern Sierra Madre Occidental wolves due to the short time frame of the reintroduction effort and specifically a lack of data on reproduction.
- We envision populations that contribute to recovery will be sufficiently genetically robust as to not demonstrate demographic-level impacts from inbreeding depression or other observable, detrimental impacts. We expect that active genetic management will be necessary during the recovery process through a combination of initial releases, translocations, cross-fostering events, and removals, as a precautionary measure to avoid the negative impacts that may occur at higher levels of inbreeding depression, such as reduced likelihood of litter production or other reproductive effects.

#### RESILIENCY, REDUNDANCY, AND REPRESENTATION

The Service has recently begun using the concepts of resiliency, redundancy, and representation to identify the conditions needed for species recovery. We previously assessed the resiliency, redundancy, and representation of Mexican wolves in the MWEPA in our 2010 Conservation Assessment (USFWS 2010). Since that time, the MWEPA population has grown in abundance and distribution, and Mexico has initiated the establishment of a population in Mexico. We incorporate this new information in our updated discussion of the "3 R's". In combination with our identification of stressors, assessing the resiliency, redundancy, and representation of the MWEPA and northern Sierra Madre Occidental populations will guide development of an effective recovery strategy in our revised recovery plan for the Mexican wolf that will result in recovered populations across its range.

The Service describes resiliency, redundancy, and representation as follows (USFWS 2016):

*Resiliency* describes the ability of the populations to withstand stochastic events. Measured by the size and growth rate of each population, resiliency gauges the probability that the populations comprising a species are able to withstand or bounce back from environmental or demographic stochastic events.

*Redundancy* describes the ability of a species to withstand catastrophic events. Measured by the number of populations, their resiliency, and their distribution (and connectivity), redundancy gauges the probability that the species has a margin of safety to withstand or can bounce back from catastrophic events.

*Representation* describes the ability of a species to adapt to changing environmental conditions. Measured by the breadth of genetic or environmental diversity within and among populations, representation gauges the probability that a species is capable of adapting to environmental changes.

Lengthier descriptions of these concepts and their applicability to Mexican wolf conservation and recovery are provided in the 2010 Conservation Assessment (USFWS 2010).

### Resiliency

We used population viability analysis to explore the conditions for viability, or resiliency, of wild Mexican wolf populations in the United States and Mexico (Miller 2017). We consider a resilient population to be one that is able to maintain approximately a 90% or greater likelihood of persistence over a 100 year period. Given that the Service does not equate specific levels of viability with endangered or threatened status, we use 90% persistence as a general guideline indicating that populations are highly demographically stable, rather than as an absolute threshold. This benchmark is well supported by the community of practice in recovery planning (Doak et al. 2015) and is appropriate because we have a high degree of certainty of the status of populations based on monthly and annual monitoring, we recognize that wolf populations are able to grow and rebound from population fluctuations rapidly (Fuller et al. 2003), and we want to strike a balance between achieving a reasonable level of viability while also considering the needs of local communities and the economic impact of wolves on some local businesses. In

addition to the natural variability in demographic rates used as input for the analysis, an element of extreme stochasticity was incorporated in the model in all scenarios to ensure populations are able to withstand single year reductions in population growth or reproductive rate (See "Catastrophic Event") as may occur during disease events or other unexpected "catastrophes."

Miller's (2017; Scenario Set 1) results suggest that resiliency (~90% persistence over 100 years) of wild Mexican wolf populations can be achieved by various combinations of population size and mortality rate, with larger population sizes needed to accommodate higher mortality rates. The MWEPA population is able to achieve the 90% guideline when managed for a long term abundance of around 300 wolves when adult mortality is below 25%. Given predicted annual variation in abundance, managing for a population of around 300 wolves means that in some years the population will grow larger than 300. At higher mortality rates, larger population sizes are needed to achieve and maintain resiliency. In the northern Sierra Madre Occidental, a population of less than 200 wolves is unable to reach the 90% benchmark except at the lowest tested mortality rate (approximately 19%), which is well below the population's current average adult mortality rate and expected to be unlikely to be achieved during the early years of the reintroduction. Larger population sizes at or above 200-250 are needed for persistence of this population at a mortality rate of approximately 25%, while populations of 200-250 are not able to achieve persistence at mortality rates of 28% and 31%.

# Redundancy

The scientific literature does not recommend a specific number or range of populations appropriate for conservation efforts, although rule of thumb guidelines for the reintroduction of a species from captivity recommends that at least two populations be established that are demographically and environmentally independent (Allendorf and Luikart 2007). Recent habitat analysis (Martínez-Meyer et al. 2017) supports previous findings (see USFWS 2010) that there are limited areas within the core historical range of the Mexican wolf with the ecological conditions and size necessary to support Mexican wolf populations: the MWEPA in the United States, and two locations in the Sierra Madre Occidental of Mexico. Previous studies (Carroll et al. 2004; Carroll et al. 2006) identified potential areas north of the MWPEA with suitable habitat for Mexican wolf reintroduction.

The Mexican wolf is currently distributed in the MWEPA and northern Sierra Madre Occidental in different phases of establishment, as discussed in Current Conditions. The initiation of the reintroduction effort in northern Mexico demonstrates progress in establishing *redundancy* since the 2010 Conservation Assessment (USFWS 2010), but it does not yet fully satisfy this objective. To achieve *redundancy*, populations in these two geographic areas, at minimum, will need to demonstrate sufficient *resiliency* (as described above) such that they provide a true measure of security against extinction for one another. If the southern Sierra Madre Occidental area were used as a reintroduction site and managed to establish *resiliency* and *representation* (see below), this area could provide an additional level of *redundancy*. Therefore, at minimum we expect *redundancy* can be satisfied by the maintenance of two *resilient*, *representative* populations in the MWEPA and northern Sierra Madre Occidental, with the southern Sierra Madre Occidental potentially providing support to the northern Sierra Madre Occidental site or independently functioning as another opportunity for *redundancy*. The relationship between

redundant populations (whether they are connected by natural or assisted migration) is described below in Representation.

# 1478 <u>Representation</u>

We consider *representation* to have both genetic and ecological aspects that are important to recovery of the Mexican wolf. The population viability analysis of Miller (2017) enabled us to quantify and predict the maintenance of gene diversity in wild and captive populations over time, while the habitat assessment conducted by Martínez-Meyer et al. 2017 enabled our understanding of the ecological conditions across the range of the Mexican wolf, together providing a detailed assessment of *representation*.

We consider the degree to which wild populations contain the gene diversity available from the captive population to be an important indication of genetic *representation* for recovery. As Miller (2017:17) states, "As the SSP population represents the origin of all wolves following the taxon's extirpation to the wild, it is the source of all genetic variation that can be transferred to wild populations." Additionally, translocation of wolves between wild populations may also be a method for transferring gene diversity between wild populations. Ensuring wild populations represent approximately 90% of the gene diversity retained by the captive population provides a guideline for *representation* based on community of practice in the management of captive populations (Siminski and Spevak 2016). We consider approximately 90% to be a reasonable bar for recovery because it ensures wild populations contain a high degree of the genetic diversity available, while recognizing that we cannot control breeding events in the wild and need flexibility in our management of wolves (e.g., removals may impact the gene diversity the population).

 Using the pedigree maintained by the SSP for the captive and wild populations, Miller tracked gene diversity (expected levels of heterozygosity) of Mexican wolf populations across several scenario sets of initial release and translocation combinations that could be conducted to improve the genetic condition of wild populations (Miller 2017, table 2). Miller's results suggest that the number of initial releases from the SSP to the MWEPA that we recommended in our 2014 EIS to improve the genetic condition of the MWEPA (USFWS 2014) would be insufficient for attaining the approximately 90% guideline we consider for recovery. We note that these results were predicted based on assumed survival of only 0.284 of adult wolves their first year of release from captivity (Miller 2017, table 3). Model results suggest that this guideline could be reached by increasing the number of releases, increasing survival of released animals, or a combination. We recognize there may be additional release and translocation combinations (including crossfostering and selective removals) beyond those explored by Miller (2017) by which MWEPA or Sierra Madre Occidental populations could reach the genetic diversity guideline.

Ecological representation is addressed by the distribution of Mexican wolves across large portions of their range in the United States and Mexico. Habitat conditions vary between the MWEPA and Sierra Madre Occidental sites in both terrain and vegetation, as well as the abundance and distribution of prey. As previously discussed, historically Mexican wolves likely preyed upon a larger proportion of smaller prey in Mexico than the United States. Our data from the MWEPA and northern Sierra Madre Occidental currently show that Mexican wolves are likely to reestablish this pattern, given the lack of elk in Mexico and lower deer densities in

portions of the Sierra Madre Occidental compared to the MWEPA. We anticipate that genetically diverse wild populations in both reintroduction areas will be better able to respond to not the current range of habitat conditions, but also future changing conditions such as shifts in prey availability, drought, or other environmental fluctuations.

Martinez-Meyer et al.'s (2017) habitat model shows that large patches of high quality habitat in the MWEPA and Sierra Madre Occidental are connected by large patches of low quality habitat in the U.S.-Mexico border region (see Martinez-Meyer et al. 2017, figure 19). These results and monitoring data from the MWEPA and northern Sierra Madre Occidental were used to inform Miller's (2017) exploration of whether natural connectivity via dispersing wolves is likely to occur between reintroduction sites and whether connectivity between these redundant populations is necessary for recovery of the Mexican wolf. We recognize benefits and drawbacks to either connected or isolated populations, as described in our 2010 Conservation Assessment. Miller (2017) assumed a low level of dispersal between the MWEPA and northern Sierra Madre Occidental population, and a slightly higher level of dispersal between the northern and southern Sierra Madre Occidental populations (see "Metapopulation Dynamics"). Modeling results predict that assumed levels of natural dispersal would not be sufficient to maintain the desired genetic representation for the Mexican wolf (Miller 2017, Scenario Set 1). Therefore, genetic management such as releases, translocations, and cross-fostering of pups is a necessary tool to achieve appropriate representation (Miller 2017, Scenario Set 2). This management is a form of artificial, or assisted, connectivity that will be necessary for at least portions of the recovery process.

#### Conclusion

The recovery of the Mexican wolf is well underway, with reintroduction occurring in the MWEPA in the United States and the northern Sierra Madre Occidental in Mexico. The MWEPA population, which has shown a positive growth trend in recent years, needs to continue to increase in size. Meanwhile, the release of wolves from captivity (including cross-fostered pups) into the MWEPA needs to continue in order to improve the genetic condition of the population. In Mexico, the establishing population will be strengthened by continued releases from captivity (or translocations) to both assist in population growth as well as improving the gene diversity of that population. The MWEPA and northern Sierra Madre Occidental sites, potentially supported by wolves in the southern Sierra Madre Occidental in the future, have the potential to provide *representation*, *resiliency*, and *redundancy* for the recovery of the Mexican wolf.

### LITERATURE CITED

15571558

- Allendorf, F. W., and N. Ryman. 2002. The role of genetics in population viability analysis.
- Pages 50-85 in S. R. Beissinger, D. R. McCullough, eds. Population Viability Analysis.
- 1561 University of Chicago Press, Chicago, Illinois.

1562

- 1563 Allendorf, F. W. and G. H. Lukhart. 2007. Conservation and genetics of populations. Malden,
- 1564 MA: Blackwell Publishing Google Scholar. 2007.

1565

- Arizona Game and Fish Department [AGFD]. 2012. Arizona's State Wildlife Action Plan: 2012-
- 1567 2022. Arizona Game and Fish Department, Phoenix, Arizona.

1568

- Arizona Game and Fish Department [AGFD], New Mexico Department of Game and Fish, U.S.
- 1570 Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services,
- 1571 U.S. Fish and Wildlife Service, and White Mountain Apache Tribe. 2007. Mexican Wolf Blue
- 1572 Range Reintroduction Project Interagency Field Team Annual Report Reporting Period: January
- 1573 1 December 31, 2007.

1574

- 1575 Bailey, V. 1931. Mammals of New Mexico. United States Department of Agriculture Bureau of
- 1576 Biological Survey North American. Fauna No. 53. 412 pages.

1577

- Ballard, W. B., H. A. Whitlaw, B. F. Wakeling, R. L. Brown, J. C. DeVos, Jr., and M. C.
- Wallace. 2000. Survival of female elk in northern Arizona. Journal of Wildlife Management
- 1580 64:500-504

1581

- Ballard, W. B., D. Lutz, T. W. Keegan, L. H. Carpenter, and J. C. deVos, Jr. 2001. Deer-
- 1583 Predator Relationships: A Review of Recent North American Studies with Emphasis on Mule
- and Black-Tailed Deer. Wildlife Society Bulletin 29:99-115.

1585

- Ballard, W. B., L. N. Carbyn, and D. W. Smith. 2003. Wolf interactions with non-prey. Pages
- 1587 259-271 in L. D. Mech and L. Boitani, editors. Wolves: behavior, ecology, and conservation.
- 1588 University of Chicago Press, Chicago, Illinois.

1589

- Barber-Meyer, S. M., L. D. Mech, and P. J. White. 2008. Elk calf survival and mortality
- 1591 following wolf restoration to Yellowstone National Park. Wildlife Monographs 169:1–30.

1592

- Baril, L.M., A. J Hansen, R. Renkin, and R. Lawrence. 2011. Songbird response to increased
- willow (Salix spp.) growth in Yellowstone's northern range. Ecological Applications 21:2283-
- 1595 2296.

1596

- Becker, M.S., R.A. Garrott, P.J. White, R. Jaffe, J.J. Borkowski, C.N. Gower, and E.J. Bergman.
- 1598 2009. Wolf kill rates: predictably variable. In R.J. Garrott, P.J. White, and F.G.R. Watson,
- editors. The ecology of large mammals in central Yellowstone: sixteen years of integrated field
- studies. Academic Press, New York, pp 339-340.

- Bednarz, J.C. 1988. The Mexican wolf: biology, history, and prospects for reestablishment in
- New Mexico. Endangered Species Report Number 18. U.S. Fish and Wildlife Service, Region
- 1604 2, Albuquerque, New Mexico, USA.

Beschta, R. L., and J. Ripple. 2013. Are wolves saving Yellowstone's aspen? A landscape-level test of a behaviorally mediated trophic cascade: comment. Ecology 93:1420–1425.

1608

Bilyeu, D. M., D. J. Cooper, and N. T. Hobbs. 2008. Water tables constrain height recovery of willow on Yellowstone's northern range. Ecological Applications 18:80–92.

1611

- Bogan, M. A., and P. Mehlhop. 1983. Systematic relationships of gray wolves (Canis lupus) in southwestern North America. Occasional papers of the Museum of Southwestern Biology No. 1.
- 1614 21 pp.

1615

Boutin, S. 1992. Predation and moose population dynamics: a critique. Journal of Wildlife Management 56:116-127.

1618

- Bowyer , R.T, V.C. Bleich, K.M. Stewart, J.C. Whiting, K.L. Monteith. 2014. Density
- dependence in ungulates: a review of causes and concepts with some clarifications." California
- 1621 Fish and Game 100(3):550-572.

1622

- Breck, S.W., B.M. Kluever, M. Panasci, J. Oakleaf, T. Johnson, W. Ballard, L. Howery, D.L.
- Bergman. 2011. Domestic calf mortality and producer detection rates in the Mexican wolf
- recovery area: Implications for livestock management and carnivore compensation schemes.
- 1626 Biological Conservation: online edition.

1627

- Brodie, J. F., E. Post, F. Watson, and J. Berger. 2012. Climate intensification of a trophic
- 1629 interaction: snow, herbivory, and aspen recruitment. Proceedings of the Royal Society B
- 1630 279:1366–1370.

1631

- Brown, D. E., editor. 1988. The wolf in the southwest: the making of an endangered species.
- 1633 University of Arizona Press, Tucson, Arizona. 195 pp.

1634

- 1635 Carbone, C., and J. L. Gittleman. 2002. A common rule for the scaling of carnivore density.
- 1636 Science 295: 2273–2276.

1637

- 1638 Carrera, R., W. Ballard, P. Gipson, B. T. Kelly, P. R. Krausman, M. C. Wallace, C. Villalobos,
- and D. B. Wester. 2008. Comparison of Mexican wolf and coyote diets in Arizona and New
- Mexico. Journal of Wildlife Management 72:376-381.

1641

- 1642 Carroll, C., M.K. Phillips, C. A. Lopez-Gonzalez. 2004. Spatial analysis of restoration potential
- and population viability of the wolf (Canis lupus) in the southwestern United States and northern
- Mexico. Final Report, Prepared for the Turner Endangered Species Fund. 70 pp.

- 1646 Carroll, C., M. K. Phillips, C. A. Lopez-Gonzalez, and N. A. Schumaker. 2006. Defining
- recovery goals and strategies for endangered species: the wolf as a case study. Bioscience 56:25-
- 1648 37.
- 1649
- 1650 Caughley, G. 1994. Directions in Conservation Biology. Journal of Animal Ecology, 63(2), 215-
- 1651 244.
- 1652
- 1653 Chambers, S. M., S. R. Fain, B. Fazio, and M. Amaral. 2012. An account of the taxonomy of
- North American wolves from morphological and genetic analyses. North American Fauna.
- 1655 No.77. 67pp.
- 1656
- 1657 Creel, S., and D. Christianson. 2009. Wolf presence and increased willow consumption by
- 1658 Yellowstone elk: implications for trophic cascades. Ecology 90:2454–2466.
- 1659
- 1660 Creel, S., J. A. Winnie, D. Christianson, and S. Liley. 2008. Time and space in general models of
- antipredator responses: tests with wolves and elk. Animal Behavior 76(4):1139-1146
- 1662
- 1663 Cronin, M.A., A. Canovas, D. L. Bannasch, A. M. Oberbauer, J. F. Medrano. 2014. Single
- nucleotide polymorphism (SNP) variation of wolves (Canis lupus) in Southeast Alaska and
- 1665 comparison with wolves, dogs, and coyotes in North America. Journal of Heredity 106(1): 26-
- 1666 36.
- 1667
- Dekker, D., W. Dellinger, Bradford, and J.R. Gunson. 1995. Elk; and wolves in Jasper National
- Park, Alberta, from historical times to 1992. Pages 85-94 in L.N. Carbyn, S.H. Fritts, and D.R.
- 1670 Seip, editors. Ecology and conservation of wolves in a changing world. Canadian Circumpolar
- 1671 Institute Occasional Publication Number 35.
- 1672
- Dellinger J. A., B. L. Ortman, T. D. Steury, J. Bohling, L. P. Waits. 2011. Food habits of red
- wolves during pup-rearing season. Southeastern Naturalist 10:731–740.
- 1675
- Deyoung, C.A., D.L. Drawe, T.E. Fulbright, D.G. Hewitt, S.W. Stedmen, D.R. Synatzske. 2009.
- Density dependence in deer populations: managing in variable environments. In Wildlife
- 1678 Science: Linking Ecological Theory and Management Applications.
- 1679
- Doak, D. F., G. K. Himes Boor, V. J. Bakker, W. F. Morris, A. Louthan, S. A. Morrison, A.
- Stanley, and L. B. Crowder. 2015. Recommendations for Improving Recovery Criteria under the
- US Endangered Species Act. BioScience 65: 189-199.
- 1683
- Eberhardt, L.L., P.J. White, R.A. Garrott, D.B. Houston. 2007. A seventy-year history of trends
- in Yellowstone's northern elk herd. The Journal of Wildlife Management 71:594-602.
- 1686
- Estes, J.A., J. Terborgh, J.S. Brashares, M.E. Power, J.Berger, W.J. Bond, S.R. Carpenter, T.E.
- Essington, R.D. Holt, J.B.C. Jackson, R. J. Marquis, L. Oksanen, T. Oksanen, R.T. Paine, E.K.
- Pikitch, W.J. Ripple, S.A Sandin, M. Scheffer, T.W. Schoener, J.B. Shurin, A.R.E. Sinclair,
- 1690 M.E. Soulé, R. Virtanen, D.A. Wardle. 2011 Trophic Downgrading of Planet Earth. Science,
- 1691 Vol 333.

- Fitspatrick, B. M., J. R. Johnson, D. K. Kumpc, J. J. Smith, S. R. Voss, and H. B. Shaffer. 2010.
- Rapid spread of invasive genes into a threatened native species. PNAS 107: 3606-3610.

1695

Fredrickson, R. J., P. Siminski, M. Woolf, and P. W. Hedrick. 2007. Genetic rescue and inbreeding depression in Mexican wolves. Proceedings of the Royal Society B 274: 2365-2371.

1698

- 1699 Fredrickson, R.J., P.W. Hedrick, R.K. Wayne, B.M. vonHoldt, and M.K. Phillips. 2015.
- 1700 Mexican wolves are a valid subspecies and an appropriate conservation target. J. Hered.
- 1701 106:415-416.

1702

Fritts, S. H., and L. N. Carbyn. 1995. Population viability, nature reserves, and the outlook for gray wolf conservation in North America. Restoration Ecology 3:26-28.

1705

Fritts, S.H. and L.D. Mech. 1981. Dynamics, movements and feeding ecology of a newly protected wolf population in northwestern Minnesota. Wildlife Monographs 80:1-79.

1708

- 1709 Fritts, S.H., R.O. Stephenson, R.D. Hayes, and L. Boitani. 2003. Wolves and humans. Pages
- 1710 289-316 in Mech, L.D., and L. Boitani, editors. Wolves: behavior, ecology, and conservation.
- 1711 The University of Chicago Press, Chicago, Illinois, USA.

1712

- Fuller, T. K., L. D. Mech, and J. F. Cochrane. 2003. Wolf population dynamics. Pages 161–191
- in L. D. Mech and L. Boitani, editors. Wolves: behavior, ecology, and conservation. University
- 1715 of Chicago Press, Chicago, Illinois, USA.

1716

- 1717 Garcia Chavez, C., C. Aguilar Miguel, and C.A. López-González. 2017. Informe al USFWS
- 1718 sobre la depredación de ganado y abundancia por lobo mexicano reintroducidos en México.
- 1719 Universidad Autonoma de Queretaro.

1720

- Garcia-Moreno, J., M. D. Matocq, M. S. Roy, E. Geffen, and R. K. Wayne. 1996. Relationships
- and genetic purity of the endangered Mexican wolf based on analysis of microsatellite loci.
- 1723 Conservation Biology 10:376-389.

1724

- Gasaway, W.E., R.D. Boertje, D.V. Grangaard, D.B. Kelleyhouse, R.O. Stephenson, and D.G.
- 1726 Larsen. 1992. The role of predation in limiting moose at low densities in Alaska and Yukon and
- implications for conservation. Wildlife Monographs, Number 120. The Wildlife Society,
- 1728 Bethesda, Maryland, USA.

1729

- 1730 Goldman, E. A. 1944. The wolves of North America. Part 2. Classification of wolves. Pages
- 1731 389 636 in S. P. Young and E. A. Goldman, eds. The wolves of North America. Dover, New
- 1732 York and American Wildlife Institute, Washington, D.C.

- González-Elizondo, M. S., M. González-Elizondo, L. Ruacho González, I.L. Lopez Enriquez,
- 1735 F.I. Retana Rentería, and J.A. Tena Flores. 2013. Ecosystems and Diversity of the Sierra Madre
- Occidental. Pages 204-211 in: Gottfried, Gerald J.; Ffolliott, Peter F.; Gebow, Brooke S.; Eskew,
- Lane G.; Collins, Loa C., comps. 2013. Merging science and management in a rapidly changing

- world: Biodiversity and management of the Madrean Archipelago III; 2012 May 1-5; Tucson,
- 1739 AZ. Proceedings. RMRS-P-67. Fort Collins, CO: U.S. Department of Agriculture, Forest
- 1740 Service, Rocky Mountain Research Station.

Goodman, D. 1987. The demography of chance extinction.

1743

- Hall, E. R., and K. R. Kelson. 1959. The mammals of North America. The Ronald Press
- 1745 Company, New York. 1083 pp.

1746

- Hamlin, K. L. and J. A. Cunningham. 2009. Monitoring and assessment of wolf-ungulate
- interactions and population trends within the Greater Yellowstone Area, southwestern
- Montana, and Montana statewide: Final Report. Montana Department of Fish, Wildlife,
- and Parks, Wildlife Division, Helena, Montana, USA.

1751

- Hebblewhite, M., C.A. White, C.G. Nietvelt, J.A. McKenzie, T.E. Hurd, J.M. Fryxell, S.E.
- Bayley, and P.C. Paquet. 2005. Human activity mediates a trophic cascade caused by wolves.
- 1754 Ecology 86 (8):2135-2144.

1755

- Hebblewhite, M. and D. Smith. 2010. Wolf community ecology: Ecosystem effects of recovering
- wolves in Banff and Yellowstone National Parks. In: The world of wolves: New perspectives on
- Ecology, behavior and management. Editors: M. Musiani, L. Boitani, and P.C. Paquet.

1759

- Hedrick, P. W., P. S. Miller, E. Geffen, and R. K. Wane. 1997. Genetic evaluation of three
- 1761 captive Mexican wolf lineages. Zoo Biology 16:47-69.

1762

- Hedrick, P. W., R. J. Fredrickson. 2010. Genetic rescue: guidelines an example from Mexican
- wolves and Florida panthers. Conservation Genetics 11: 615–626.

1765

- Hedrick, P.W., R.N. Lee, and C. Buchanan. 2003. Canine parvovirus enteritis, canine
- distemper, and Major Histocompatibility Complex genetic variation in Mexican wolves. Journal
- 1768 of Wildlife Diseases 39(4):909-913.

1769

- 1770 Heffelfinger, J. R., R. M. Nowak, and D. Paetkau. 2017. Clarifying historical range to aid
- recovery of the Mexican wolf. Journal of Wildlife Management. doi:10.1002/jwmg.21252.

1772

- Heffelfinger, J. 2006. Deer of the Southwest. A complete guide to the natural history, biology,
- and management of southwestern mule deer and white-tailed deer.

1775

- Hendricks, S. A., P. Charruau, J. P. Pollinger, R. Callas, P. Figura, and R. K. Wayne. 2015.
- 1777 Polyphyletic ancestry of historic gray wolves inhabiting U.S. Pacific states. Conservation
- 1778 Genetics 16:759–764.

- Hendricks, S. A., P. R. Sesink Clee, R. J. Harrigan, J. P. Pollinger, A. H. Freedman, R. Callas, P.
- J. Figurae, and R. K. Wayne. 2016. Re-defining historical geographic range in species with
- sparse records: Implications for the Mexican wolf reintroduction program. Biological
- 1783 Conservation 194:48–57.

- 1785 Hidalgo-Mihart, M.G., L. Cantú-Salazar, C.A. López-González, E. Martínez-Meyer, and A.
- 1786 González-Romero. 2001. Coyote (Canis latrans) food habits in a tropical deciduous forest of
- western Mexico. American Midland Naturalist 146:210-216.

1788

Hoffmeister, D.F. 1986. The mammals of Arizona. University of Arizona Press.

1790

- Johnston, D. B., D. J. Cooper, and N. T. Hobbs. 2007. Elk browsing increases aboveground
- growth of water-stressed willows by modifying plant architecture. Oecologia 154:467–
- 1793 478.

1794

Johnston, D. B., Cooper, D. J., T. Hobbs, N. 2011. Relationship between groundwater use, water table, and recovery of willow on Yellowstone's Northern Range. Ecosphere 2(2).

1797

Kauffman, M. J., J. F. Brodie, and E. S. Jules. 2010. Are wolves saving Yellowstone's aspen? A landscape-level test of behaviorally mediated trophic cascade. Ecology 91:2742–2755.

1800

Kauffman, M. J., J. F. Brodie, and E. S. Jules. 2013. Are wolves saving Yellowstone's aspen? A landscape-level test of behaviorally mediated trophic cascade: reply. Ecology 94:1425-1431.

1803

Kellert, S.R. 1985. Public perceptions of predators, particularly the wolf and coyote. Biological Conservation 31:167-189.

1806

Leonard, J. A., C. Vilá, and R. K. Wayne. 2005. Legacy lost: genetic variability and population size of extirpated US grey wolves (Canis lupus). Molecular Ecology 14:9-17.

1809

Leopold, A. S. 1959. Wildlife of Mexico: the game birds and mammals. University of California Press, Berkeley. 581 pages.

1812

Liley, S.G., and S. Creel. 2008. What best explains vigilance in elk: characteristics of prey, predator, or the environment? Behavioral Ecology 19(2):245-254

1815

1816 López González, C. A. and N. E. Lara Díaz. 2016. It's complicated: Mexican wolf recovery 1817 efforts in Mexico. International Wolf, Fall 2016.

1818

- 1819 López González, C.A., N. E. Lara Díaz, C. Aguilar Miguel, and C. García Chávez. 2017.
- 1820 Mexican wolf in Mexico: Assessment of the conservation actions in the Sonora-Chihuahua area.
- Partial report submitted to Arizona Game and Fish Department. 126 pp.

1822

MacNulty, D.R., L.D. Mech, and D.W. Smith. 2007. A proposed ethogram of large-carnivore predatory behavior, exemplified by the wolf. Journal of Mammalogy 88:596-605.

1825

- MacNulty, D.R. D.W. Smith, J.A. Vucetich, L.D. Mech, D.R. Stahler, and C Packer. 2009.
- 1827 Predatory senescence in ageing wolves. Ecology Letters 12: 1-10.

- MacNulty, D.R., D.W. Smith, L.D. Mech, J.A. Vucetich, and C. Packer. 2012. Nonlinear effects
- of group size on the success of wolves hunting elk. Behavioral Ecology 23:75-82
- 1831
- Mao, J. S., M. S. Boyce, D. W. Smith, F. J. Singer, D. J. Vales, J. M. Vore, and E. H. Merrill.
- 1833 2005. Habitat selection by elk before and after wolf reintroduction into Yellowstone National
- 1834 Park. Journal of Wildlife Management 69:1691–1707.
- 1835
- 1836 Martínez-Meyer, E., A. González-Bernal, J. A. Velasco, T. L. Swetnam, Z. Y. González-
- 1837 Saucedo, J. Servín, C. A. López González, N. E. Lara Díaz, C. Aguilar Miguel, C. Chávez
- 1838 García, and J. K. Oakleaf. 2017. Mexican wolf habitat suitability analysis in historical
- range in the Southwestern US and Mexico. Final report, April 2017. 86 pp.

- 1841 McNay, M.E. 2002. Wolf-human interactions in Alaska and Canada: a review of the case
- history. Wildlife Society Bulletin 30(3):831-843.

1843

- 1844 Mech, L. D., and L. Boitani. 2003. Wolf social ecology. Pages 1-34 in L. D. Mech and L.
- 1845 Boitani, eds. Wolves: behavior, ecology, and conservation. University of Chicago Press,
- 1846 Chicago, Illinois. 448 pp.

1847

- 1848 Mech, L.D. 1970. The wolf: the ecology and behavior of an endangered species. The Natural
- 1849 History Press, Garden City, New York, USA.

1850

1851 Mech, L.D. 1988. Longevity in wild wolves. Journal of Mammology 69:197-198.

1852

- Mech, L.D. and R.O. Peterson. 2003. Wolf-Prey Relations. Pages 131-160 in Mech, L.D. and
- Boitani L, editors. Wolves: behavior, ecology, and conservation. The University of Chicago
- 1855 Press, Chicago, Illinois, USA.

1856

- Merkle, J. A., P. R. Krausman, D. W. Stark, J. K. Oakleaf, and W. B. Ballard. 2009. Summer
- diet of the Mexican gray wolf (Canis lupus baileyi). The Southwestern Naturalist 54:480-485.

1859

- 1860 Messier, F. 1994. Ungulate population models with predation: a case study with the North
- 1861 American moose. Ecology 75:478-88.

1862

- 1863 Middleton, A.D., M.J. Kauffman, D.E. McWhirter, M.D. Jimenez, R.C. Cook, J.G. Cook, S.E.
- Albeke, H. Sawyer, and P.J. White. 2013. Linking anti-predator behaviour to prey demography
- reveals limited risk effects of an actively hunting large carnivore. Ecology Letters 16(8):1023-
- 1866 1030.

1867

- 1868 Miller, P.S. 2017. Population viability analysis for the Mexican wolf (Canis lupus baileyi):
- 1869 Integrating wild and captive populations in a metapopulation risk assessment model for recovery
- planning. Prepared for U.S. Fish and Wildlife Service, Albuquerque, NM. .

1871

- 1872 Mills, L.S. 2007. Conservation of Wildlife Populations: Demography, Genetics, and
- 1873 Management. Blackwell Publishing, Malden, MA.

- 1875 Mladenoff, D. J., T. A. Sickley, R. G. Haight, and A. P. Wydeven. 1995. A regional landscape
- analysis and prediction of favorable gray wolf habitat in the northern Great Lakes region.
- 1877 Conservation Biology 9: 279-294.

National Research Council. 1997. Wolves, Bears, and Their Prey in Alaska: Biological and Social Challenges in Wildlife Management. The National Academies Press, Washington D.C.

1881

Nelson, E. W., and E. A. Goldman. 1929. A new wolf from New Mexico. Journal of Mammalogy 10:165-166.

1884

- Nowak, R. M. 1995. Another look at wolf taxonomy. Pages 375-397 in L. N. Carbyn, S. H.
- 1886 Fritts, and D. R. Seip, eds. Ecology and conservation of wolves in a changing world.
- Occasional Publication No 35, Canadian Circumpolar Institute, Edmonton, Alberta. 642 pp.

1888

- Nowak, R.M. 2003. Wolf evolution and taxonomy. Pages 239-258 in Mech, L.D. and L.
- 1890 Boitani, editors. Wolves: behavior, ecology, and conservation. The University of Chicago
- 1891 Press, Chicago, Illinois, USA.

1892

Oakleaf, J.K., C. Mack, and D.L. Murray. 2003. Effects of wolves on livestock calf survival and movements in central Idaho. Journal of Wildlife Management 67(2):299-306.

1895

- Oakleaf, J.K., D.L Murray, J.R. Oakleaf, E.E. Bangs, C.M. Mack, D.W. Smith, J.A. Fontaine,
- 1897 M.D. Jimenez, T.J. Meier, C.C. Niemeyer. 2006. Habitat selection by recolonizing wolves in
- the northern Rocky Mountains of the United States. The Journal of Wildlife Management: 70(2).

1899

- 1900 Packard, J.M. 2003. Wolf behavior: reproductive, social, and intelligent. Pages 35-65 in Mech,
- 1901 L.D. and L. Boitani, editors. Wolves: behavior, ecology, and conservation. The University of
- 1902 Chicago Press, Chicago, Illinois, USA.

1903

- 1904 Paquet, P.C., J.A. Vucetich, M.K. Phillips, and L.M. Vucetich. 2001. Mexican wolf recovery:
- 1905 three-year program review and assessment. Prepared by the Conservation Breeding Specialist
- 1906 Group for the United States Fish and Wildlife Service, Albuquerque, New Mexico. Apple
- 1907 Valley, Minnesota, USA.

1908

- 1909 Parsons, D. 1996. Case study: the Mexican wolf. Pages 101-123 in Herrera, E.A. and L.F.
- 1910 Huenneke, editors. New Mexico's natural heritage: biological diversity in the Land of
- 1911 Enchantment. New Mexico Journal of Science 36.

1912

- 1913 Parsons, D. R., and J.E. Nicholopoulos. 1995. Status of the Mexican wolf recovery program in
- the United States. Pages 141-146 in Carbyn, L.N., S.H. Fritts, and D.R. Seip, editors. Ecology
- and conservation of wolves in a changing world. Occasional Publication No. 35. Canadian
- 1916 Circumpolar Institute, University of Alberta, Edmonton, Alberta, Canada.

- 1918 Peterson, R.O. and P. Ciucci. 2003. The wolf as a carnivore. Pages 104-130 in Mech, L.D. and
- 1919 L. Boitani, editors. Wolves: behavior, ecology, and conservation. The University of Chicago
- 1920 Press, Chicago, Illinois, USA.

- 1922 Phillips, M.K, V.G. Henry, and B.T. Kelly. 2003. Restoration of the red wolf. Pages 272- 288
- in Mech, L.D. and L. Boitani, editors. Wolves: behavior, ecology, and conservation. The
- 1924 University of Chicago Press, Chicago, Illinois, USA.

1925

- 1926 Pimm, S.L., H.L. Jones, and J. Diamond. 1988. On the risk of extinction. The American
- 1927 Naturalist 132:757-785.

1928

- Reed, J. E., W. B. Ballard, P. S. Gipson, B. T. Kelly, P. R. Krausman, M. C. Wallace, and D. B.
- 1930 Wester. 2006. Diets of free-ranging Mexican gray wolves in Arizona and New Mexico.
- 1931 Wildlife Society Bulletin 34:1127-1133.

1932

- 1933 Ripple, W. J. and R. L. Beschta. 2003. Wolf reintroduction, predation risk, and cottonwood
- recovery in Yellowstone National Park. Forest Ecology and Management 184: 299-313.

1935

- Ripple, W. J. and R. L. Beschta. 2004. Wolves, elk, willows, and trophic cascade in the upper
- 1937 Galatin Range of southwestern Montana. Forest Ecology and Management 200:161-181.

1938

- 1939 Ripple, W. J. and R. L. Beschta. Trophic cascades in Yellowstone: The first 15 years after wolf
- reintroduction. 2011. Biological Conservation (2011), doi:10.1016/j.biocon.2011.11.005

1941

- Rothman, R.J. and L.D. Mech. 1979. Scent-marking in lone wolves and newly formed pairs.
- 1943 Animal Behavior 27:750-760.

1944

- 1945 Salvídar Burrola, L. L. 2015. Hábitos alimentarios del lobo Mexicano (Canis lupus baileyi) en el
- 1946 noroeste de Chihuahua. B.S. Thesis (Tesis). Universidad Autónoma de Ciudad Juárez,
- 1947 Chihuahua. 62 pp.

1948

- 1949 Schwartz, C. C., M. A. Haroldson, G. C. White, R. B. Harris, S. Cherry, K. A. Keating, D.
- 1950 Moody, and C. Servheen. 2006. Temporal, spatial, and environmental influences on the
- demographics of grizzly bears in the Greater Yellowstone Ecosystem. Wildlife Monographs
- 1952 161:1–68.

1953

- 1954 Secretaría de Medio Ambiente y Recursos Naturales (SEMARNAT). 2010. NORMA Oficial
- 1955 Mexicana NOM-059-SEMARNAT-2010, Protección ambiental-Especies nativas de México de
- 1956 flora y fauna silvestres-Categorías de riesgo y especificaciones para su inclusión, exclusión o
- cambio-Lista de especies en riesgo. Secretaría de Medio Ambiente y Recursos Naturales, Jueves
- 1958 30 de diciembre de 2010. Estados Unidos Mexicanos.

1959

- 1960 Seip, D. R. 1995. Introduction to wolf-prey interactions. In L. N. Carbyn, S. H. Fritts, and D. R.
- 1961 Seip, eds. Ecology and conservation of wolves in a changing world. Canadian Circumpolar
- 1962 Institite, University of Alberta, Edmonton, Canada.

- Shaffer, M. L. 1987. Minimum viable populations: coping with uncertainty. Pages 69-86 in M.
- 1965 E. Soulé, editor. Viable populations for conservation. Cambridge University Press, Cambridge,
- 1966 UK.

- 1968 Short, H.L. 1979. Deer in Arizona and New Mexico: Their ecology and a theory explaining
- 1969 recent population decreases. General Technical Report RM-70. Rocky Mountain Forest and
- 1970 Range Experiment Station. Forest Service, U.S. Department of Agriculture.

1971

- 1972 Siminski, P. and E. Spevak. 2016. Population analysis and breeding and transfer plan: Mexican
- 1973 wolf Species Survival Plan yellow program. Association of Zoos and Aquariums, Silver Spring,
- 1974 Maryland U.S.A. 93pp.

1975

- 1976 Smith, D.W., T.D. Drummer, K.M. Murphy, D.S. Guernsey, and S.B. Evans. 2004. Winter prey
- selection and estimation of wolf kill rates in Yellowstone National Park, 1995-2000. Journal of
- 1978 Wildlife Management 68:153-168.

1979

- 1980 Smith, D.W. and E.E. Bangs. 2009. Reintroduction of wolves to Yellowstone National Park:
- History, Values and ecosystem restoration. In: Reintroduction of Top-order Predators. Editors M.
- 1982 Hayward and M. Somers. Wiley-Blackwell.

1983

- 1984 Sneed, P. G. [Sneed]. 2001. The Feasibility of Gray Wolf Reintroduction to the Grand Canyon
- 1985 Ecoregion Endangered Species Update. Vol. 18 No. 4 2001.

1986

- 1987 Soulé, M. E., J. A. Estes, B. Miller, and D. L. Honnold. 2005. Strongly interacting species:
- conservation policy, management, and ethics. BioScience 55:168-176.

1989

- 1990 Soulé, M. E., J. A. Estes, J. Berger, and C. Martinez del Rio. 2003. Ecological effectiveness:
- 1991 conservation goals for interactive species. Conservation Biology 17:1238-1250.

1992

- 1993 Soule, M., M. Gilpin, W. Conway, and T. Foose. 1986. The Millenium Ark: How Long a
- 1994 Voyage, How Many Staterooms, How Many Passengers? Zoo Biology 5:101-113.

1995

- 1996 Terborgh, J., J.A. Estes, P.C. Paquet, K. Ralls, D. Boyd-Heger, B. Miller, and R. Noss. 1999.
- Role of top carnivores in regulating terrestrial ecosystems. Pages 39-64 in Soule, M.E., and J.
- 1998 Terborgh, editors. Continental conservation: design and management principles for long-term,
- regional conservation networks. Island Press, Washington, D.C.

2000

- 2001 Tercek, M. T., R. Stottlemyer, and R. Renkin. 2010. Bottom-up factors influencing riparian
- 2002 willow recovery in Yellowstone National Park. Western North American Naturalist 70:387–
- 2003 399.

2004

Tyers, D. B. 2006. Moose population history on the northern Yellowstone winter range. Alces

2006 42:133–149.

2007

- 2008 U.S. Fish and Wildlife Service [USFWS]. 1996. Reintroduction of the Mexican wolf within its
- 2009 historic range in the Southwestern United States Final Environmental Impact Statement. Region
- 2010 2, Albuquerque, New Mexico. http://www.fws.gov/southwest/es/mexicanwolf/documents.shtml.

2017

2020

2023

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2040

2044

2048

- U.S. Fish and Wildlife Service [USFWS]. 2002. Mexican wolf recovery program: Mexican wolf reintroduction progress report 5. Technical Report. Region 2, Albuquerque, New Mexico, USA.
- 2015 U.S. Fish and Wildlife Service [USFWS]. 2004. Mexican wolf recovery program: Mexican wolf reintroduction progress report 7. Technical Report. Region 2, Albuquerque, New Mexico, USA.
- 2018 U.S. Fish and Wildlife Service [USFWS]. 2005. Mexican wolf recovery program: Mexican wolf reintroduction progress report 8. Technical Report. Region 2, Albuquerque, New Mexico, USA.
- U.S. Fish and Wildlife Service [USFWS]. 2006. Mexican wolf recovery program: Mexican wolf reintroduction progress report 9. Technical Report. Region 2, Albuquerque, New Mexico, USA.
- U.S. Fish and Wildlife Service [USFWS]. 2008. Mexican wolf recovery program: Mexican wolf reintroduction progress report 11. Technical Report. Region 2, Albuquerque, New Mexico, USA.
- U.S. Fish and Wildlife Service [USFWS]. 2009. Mexican wolf recovery program: Mexican wolf reintroduction progress report 12. Technical Report. Region 2, Albuquerque, New Mexico, USA.
- U.S. Fish and Wildlife Service [USFWS 2010]. Mexican Wolf Conservation Assessment.
   Region 2, Albuquerque, New Mexico, USA.
- U.S. Fish and Wildlife Service [USFWS]. 2014. Final environmental impact statement for the proposed revision to the regulations for the nonessential experimental population of the Mexican wolf. Albuquerque, New Mexico. Available online at https://www.fws.gov/southwest/es/mexicanwolf/pdf/EIS\_for\_the\_Proposed\_Revision\_to\_the\_Re gulations\_for\_the\_Nonessential\_Experimental\_Population\_of\_the\_Mexican\_Wolf.pdf
- 2041 U.S. Fish and Wildlife Service [USFWS]. 2015. Mexican Wolf Recovery Program: Progress 2042 Report #18. Reporting period: January 1 December 31, 2015. Albuquerque, New Mexico. Available online at <a href="https://www.fws.gov/southwest/es/mexicanwolf/documents.cfm">https://www.fws.gov/southwest/es/mexicanwolf/documents.cfm</a>
- 2045 U.S. Fish and Wildlife Service [USFWS]. 2016. Recovery Plan Development and 2046 Implementation. Memorandum from Deputy Director to Regional Directors, September 21, 2017.
- U.S. Fish and Wildlife Service [USFWS]. 2017a. News release: 2016 Mexican wolf population survey reveal gains for experimental population. February 17, 2017. Available online at <a href="https://www.fws.gov/southwest/es/mexicanwolf/pdf/NR\_2016\_Mexican\_Wolf\_Annual\_Count.p">https://www.fws.gov/southwest/es/mexicanwolf/pdf/NR\_2016\_Mexican\_Wolf\_Annual\_Count.p</a> df
- 2054 U.S. Fish and Wildlife Service [USFWS]. 2017b. Mexican wolf population information. Available online at https://www.fws.gov/southwest/es/mexicanwolf/MWPS.cfm 2056

- 2057 Unsworth, J. W., F.D. Pac, G. C. White, and R. M. Bartmann. 1999. Mule deer survival in
- 2058 Colorado, Idaho, and Montana. The Journal of Wildlife Management 63:315–326.
- 2059
- Valdez, R., J. C. Guzmán-Aranda, F. J. Abarca, L. A. Tarango- Arámbula, and F. Clemente
- 2061 Sánchez. 2006. Wildlife Conservation and Management in Mexico. Wildlife Society Bulletin
- 2062 34:270-282.
- 2063
- vonHoldt, B. M., J. P. Pollinger, D. A. Earl, J. C. Knowles, A. R. Boyko, H. Parker, E. Geffen,
- 2065 M. Pilot, W. Jedrzejewski, B. Jedrzejewska, V. Sidorovich, C. Greco, E. Randi, M. Musiani, R.
- 2066 Kays, C. D. Bustamante, E. A. Ostrander, J. Novembre, and R. K. Wayne. 2011. A genome-wide
- 2067 perspective on the evolutionary history of enigmatic wolf-like canids. Genome Research 21:
- 2068 1294-1305.
- 2069
- Wahlberg, M.; Triepke, F.J.; Robbie, W.; Stringer, S.H.; Vandencriesche, D., Muldavin, E.;
- 2071 Malusa, J.; and P. Shahani. 2016. DRAFT Ecological Response Units of the Southwestern
- 2072 United States. US Department of Agriculture, Forest SErvice, Southwestern Region. 197 pp.
- 2073
- White, P.J. and R.A. Garrott. 2005. Northern Yellowstone elk after wolf restoration. Wildlife
- 2075 Society Bulletin 33:942-955.
- 2076
- Whiteley, A. R., S. W. Fitzpatrick, W. C. Funk, and D. A. Tallmon. 2015. Genetic rescue to the
- rescue. Trends in Ecology and Evolution 30: 42–49.
- 2079
- Wilmers, C.C., R.L. Crabtree, D.W. Smith, K.M. Murphy, and W.M. Getz. 2003. Trophic
- 2081 facilitation by introduced top predators: grey wolf subsidies to scavengers in Yellowstone
- 2082 National Park. Journal of Animal Ecology 72:909-916.
- 2083
- Wolf, E. C., D. J. Cooper, and N. T. Hobbs. 2007. Hydrologic regime and herbivory stabilize an
- 2085 alternative state in Yellowstone National Park. Ecological Applications 17:1572–1587.
- 2086
- Young, S. P., and E. A. Goldman. 1944. Wolves of North America. American Wildlife Institute,
- 2088 Washington, D.C.
- 2089

2090	<b>APPENDIX A.</b> Population Viability Analysis for the Mexican Wolf ( <i>Canis lupus baileyi</i> ):
2091	Integrating Wild and Captive Populations in a Metapopulation Risk Assessment Model for
2092	Recovery Planning (Miller 2017).
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**APPENDIX B.** Mexican Wolf Habitat Suitability Analysis in Historical Range in the Southwestern US and Mexico (Martínez-Meyer et al. 2017). 2096

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15	Report prepared by
16	Philip S. Miller, Ph.D.
17	Senior Program Officer
18	IUCN SSC Conservation Breeding Specialist Group
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20	In consultation with
21	Mexican Wolf PVA Development Team
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Population Viability Analysis for the Mexican Wolf (*Canis lupus baileyi*): Integrating Wild and Captive Populations in a Metapopulation Risk Assessment Model for Recovery Planning Philip S. Miller, Ph.D. Senior Program Officer **IUCN SSC Conservation Breeding Specialist Group** In consultation with Mexican Wolf PVA Development Team 

#### Introduction

This document describes the demographic and genetic simulation model developed for population viability analysis (PVA) of the Mexican wolf (Canis lupus baileyi) to assist in the recovery planning effort for the species in the United States and Mexico. The modeling tool used in this analysis is the stochastic individual-based software Vortex (Lacy and Pollak 2017). This most current PVA project, initiated in December 2015, builds upon previous work led by Rich Fredrickson and Carlos Carroll in 2013-2015 (itself based on the published analysis of Carroll et al. (2014)). The previous analysis relied on demographic information from other wolf populations, most notably the Greater Yellowstone Ecosystem, while this analysis uses a majority of data collected through direct observation of Mexican wolves in the wild. In addition, the earlier effort used an older version of the *Vortex* software platform; an important new feature of this latest effort is the explicit addition of a captive population component to the metapopulation model. This new capability now allows us to incorporate the pedigree of all existing wild and captive wolves, thereby establishing an accurate portrayal of the genetic relationships among all living wolves. Using this expanded capability, we can explore specific scenarios of wolf release from the captive population (based on specific genetic criteria) to existing populations in the U.S. or Mexico, or to currently unoccupied habitat patches in Mexico as defined by the ongoing habitat suitability analysis (Martinez-Mayer et al. 2017) conducted as part of the larger recovery planning process. In addition, we can more accurately track the changes in gene diversity (expected heterozygosity) over time across all wild and captive populations – thereby providing more useful guidance in deriving both demographic and genetic population recovery criteria.

Presentation of the extensive model input datasets is organized by population. Specification of wild population input data focuses strongly on the Mexican Wolf Experimental Population Area (MWEPA) which has been the subject of targeted research and monitoring since 1998 by biologists from the U. S. Fish and Wildlife Service and cooperating state wildlife agencies. The separate population currently inhabiting northern portions of Mexico's Sierra Madre Occidental, hereafter referred to as Sierra Madre Occidental – North or simply SMOCC-N, was established much more recently; consequently, we have comparatively little detailed knowledge of its demographic dynamics. A second habitat patch in the southern Sierra Madre Occidental, hereafter referred to as SMOCC-S, is currently unoccupied. Any model of wolf population dynamics in this area must assume demographic rates based on those that define both MWEPA and SMOCC-N populations. Input data for the captive population, hereafter referred to as the SSP (Species Survival Plan) population, are derived from analysis of the Mexican Wolf International Studbook (as of 31 December 2015) compiled annually by P. Siminski. Where appropriate, captive

population input data have been checked with the recently completed demographic analysis of this population (Mechak et al. 2016) through the assistance of Kathy Traylor-Holzer (CBSG).

Population viability analysis (PVA) can be an extremely useful tool for investigating current and future demographic dynamics of Mexican wolf populations in the northern portion of the species' range. The need for and consequences of alternative management strategies can be modeled to suggest which practices may be the most effective in managing Mexican wolf populations. *Vortex*, a simulation software package written for PVA, was used here as a vehicle to study the interaction of a number of Mexican wolf life history and population parameters, and to test the effects of selected management scenarios.

The *Vortex* package is a simulation of the effects of a number of different natural and human-mediated forces – some, by definition, acting unpredictably from year to year – on the health and integrity of wildlife populations. *Vortex* models population dynamics as discrete sequential events (e.g., births, deaths, sex ratios among offspring, catastrophes, etc.) that occur according to defined probabilities. The probabilities of events are modeled as constants or random variables that follow specified distributions. The package simulates a population by recreating the essential series of events that describe the typical life cycles of sexually reproducing organisms.

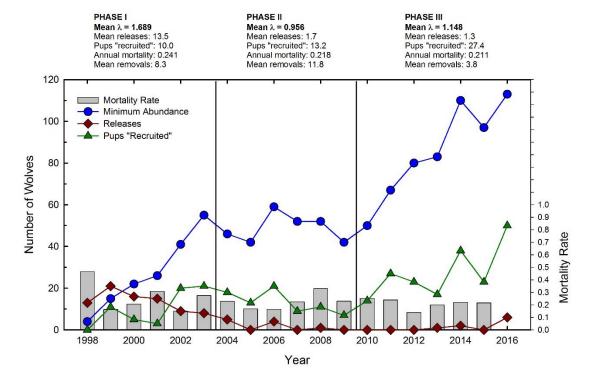
PVA methodologies such as the *Vortex* system are not intended to give absolute and accurate "answers" for what the future will bring for a given wildlife species or population. This limitation arises simply from two fundamental facts about the natural world: it is inherently unpredictable in its detailed behavior; and we will never fully understand its precise mechanics. Consequently, many researchers have cautioned against the exclusive use of absolute results from a PVA in order to promote specific management actions for threatened populations (e.g., Ludwig 1999; Beissinger and McCullough 2002; Reed et al. 2002; Ellner et al. 2002; Lotts et al. 2004). Instead, the true value of an analysis of this type lies in the assembly and critical analysis of the available information on the species and its ecology, and in the ability to compare the quantitative metrics of population performance that emerge from a suite of simulations, with each simulation representing a specific scenario and its inherent assumptions about the available data and a proposed method of population and/or landscape management. Interpretation of this type of output depends strongly upon our knowledge of Mexican wolf biology, the environmental conditions affecting the species, and possible future changes in these conditions. Under thoughtful and appropriate interpretation, results from PVA efforts can be an invaluable aid when deriving meaningful and justifiable endangered species recovery criteria (Doak et al. 2015).

# Guidance for PVA Model Development

An important set of information that can be used to guide the development of a proper PVA model input dataset is the recent trend in Mexican wolf population abundance in the MWEPA – the largest, oldest, and most well-studied wild population of Mexican wolves currently in existence. The abundance trend for this population is shown in Figure 1 from its initiation in 1998 to 2016. These data can shed light on population growth rates across different phases of population management following the initial releases, and can also be used to propose mechanistic hypotheses to explain differences in population growth across these different phases of the release program. Such an analysis is critical for retrospectively analyzing our model to determine overall realism and reliability when forecasting future abundance trends under alternative management scenarios.

While recognizing the value of this retrospective analysis of historic demographic data as a means of assessing PVA model realism, it is important to recognize that our projections of future Mexican wolf abundance and genetic structure encompass a broad range of potential demographic states that may or may not be diagnostic of existing wild wolf populations. These exploratory analyses are designed to

identify demographic conditions that are likely to lead to long-term wild population recovery, i.e., will result in an acceptably low risk of a population's decline to extinction or an acceptably small extent of loss of population genetic viability (gene diversity).



**Figure 1**. Population statistics for the MWEPA Mexican wolf population, 1998-2016. Data include minimum abundance, annual adult mortality rate, number of animals released from the SSP ex situ population, and the number of pups "recruited" (defined here as surviving to 31 December of their year of birth). Primary data sources: Annual USFWS Population Reports.

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# Input Data for PVA Simulations: Wild Populations

# **Initial Population Specification**

All models for this analysis are based on the status of the wild and captive populations as of 31 December, 2015. This specification allows us to construct a full pedigree of all populations up to the date we choose to begin the population projection. This pedigree, uploaded to the software as a simple text file, includes the age and gender of all animals produced since the initiation of the captive management program between 1961 and 1980 (Hedrick et al. 1997). Additionally, the pedigree flags those adults that are paired at the time of initiation of the simulation, thereby providing a starting point for the population breeding structure. Based on information collated by the US Fish and Wildlife Service and Mexico's Protected Areas Commission (CONANP), we set the population abundance for MWEPA at 97 individuals and for SMOCC-N at 17 individuals.

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#### Reproductive Parameters

*Breeding system*: Wolves display a long-term monogamous breeding system. In the context of *Vortex* model development, adult breeding pairs are assumed to remain intact until either individual in the pair dies.

*Age of first reproduction*: We assume that both females and males are capable of producing pups when they are two years of age.

Maximum breeding age / longevity: In our demographic specification of wolf breeding biology, wolves remain capable of producing pups throughout their adult lifespan, i.e., reproductive senescence is not a feature of our models. We assume that wild Mexican wolves will not live beyond eleven years of age, based in part on the very low frequency of observing a wolf of this age or greater in the MWEPA. Also note that the approximate generation length for Mexican wolves is four years; therefore, a 100-year projection constitutes approximately 25 generations.

*Litters per year*: Wolves will produce one litter of pups per year.

Maximum number of pups per litter: For our modeling purposes, we are defining pup production at the mean time of first observation at or near the den. We recognize, therefore, that this does not account for *in utero* mortality or the unobserved death of pups before they are first seen after emergence from the den. With this as our definition, the largest litter documented from the MWEPA population is 7 pups. We will use this as our maximum litter size, recognizing that it is a rare occurrence. Note that the specification of litter size for each successfully breeding female in a given year is determined by a complex function involving a number of independent variables (see "Distribution of litters per year" below).

*Sex ratio of observed pups*: This ratio will be set at 50:50 for wild populations, with the understanding that the actual ratio within any one litter may deviate from this expected value through random variability.

Percentage of adult females "breeding" in a given year: For our specific Mexican wolf model, this input parameter is more accurately defined as the percentage of adult females that pair up with an adult male in a given year. This parameter is calculated through the complex function FPOOL derived by R. Fredrickson in the earlier 2013 PVA modeling effort. FPOOL determines which adult females pair within any one year, as a function of whether they were paired last year, the availability of breeding-age males in the population, and adult female age. We have retained this function for our current model. The long-term annual mean expected proportion of paired adult females was set at 0.78. In other words, we expect approximately 78% of the wild adult females in a given year to be paired with an adult male. This value was informed by two sets of data analyzed by J. Oakleaf and M. Dwire, USFWS: (1) direct observations of collared animals age 2+ that were seen to be paired, and (2) estimates of the number of females (1+ years old) in the entire population at time *t*-1 compared to the number of observed pairs at time *t*. Each of these two methods have inherent biases that serve to either underestimate or overestimate this parameter; consequently, the group decided to use the mean parameter value obtained by these two

parameter value.

Male mate availability is controlled by another related parameter, MPOOL, also derived by R. Fredrickson as part of the previous PVA modeling effort. This function identifies male mates on the basis of their current paired status and adult male age. We also assume that wolves will avoid pairing with their siblings or their parents in an attempt to avoid excessive levels of inbreeding. This assumption is based on limited observation of successful reproduction (one pack) through the 2016 breeding season, although a full-sib mating observed in 2017 has produced a litter whose fate is currently unknown.

methods as model input. See Appendix A for more information on the process used to derive this

Probability of litter production among paired females: Once the identification of pairs is complete using FPOOL and MPOOL above, we must specify the proportion of those paired adult females that fail to produce pups. Detailed analysis by J. Oakleaf and M. Dwire (USFWS) of the probability of live birth among wild adult females, using data on both denning behavior and litter production, indicates that probability of litter production is a function of both the age of the dam and the kinship (KIN) of that

- 215 female with her mate (equal to the inbreeding coefficient of the resulting litter). The functional
- 216 relationship was obtained through logistic regression; therefore, the direct expression for probability of
- 217 litter production takes the form
- 218 Pr(pair produces a litter) =  $\frac{1}{(1+e^{-x})}$ , with
- 219 x = 1.266 + 1.819 (8.255 \* KIN) for females age 2-3;
- x = 1.266 + 2.2645 (8.255\*KIN) for females age 4 8; and
- 221 x = 1.266 (8.255 \* KIN) for females age 9+.

See Appendix B for more information on the derivation of this function. Among prime-aged breeding females age 4-8, the above functions predicts that approximately 95% of paired females are expected to produce a litter with a kinship coefficient with her mate of 0.1. This probability drops to approximately 80% when the kinship coefficient of the pair increases to 0.3. The reduction in probability of litter production among paired females is greater among younger (age 2-3) and older (age 8+) paired females.

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Calculation of litter size: Once the litters have been assigned to each successful adult female breeder, the size of each litter for each breeding female must be determined. Extensive analysis of the available breeding data appears to indicate only a very weak relationship between litter size and inbreeding coefficient of either the dam or the pups. This differs from the conclusion previously reported by Fredrickson et al. (2007), suggesting that the larger dataset now available no longer demonstrates the deleterious impacts of inbreeding affecting litter size. [Note that some inbreeding depression is now captured in the calculation of litter production as described above.] It is recognized that some unknown magnitude of inbreeding depression for various aspects of fitness may currently be masked by confounding factors such as the presence of diversionary feeding. Furthermore, issues around small available sample sizes and associated detection difficulties make the specification of inbreeding depression effects in wild wolf populations difficult at best. In light of this, our detailed analyses of the best available data indicate a relatively modest inbreeding impact across the demographic components that were studied. In contrast, the presence of supplemental (diversionary) feeding, which started in earnest in 2009 in response to significant rates of wolf removal following an increase in cattle depredation rates, does appear to influence litter size. Detailed statistical analysis of the available data by M. Clement (AZ Game and Fish Dept.) and M. Cline (NM Dept. of Game and Fish), ultimately led to the group to conclude that the presence of diversionary feeding was a causal factor influencing mean litter size, along with the age of the dam producing the litter.

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- The Poisson regression yields a result that is transformed through exponentiation to generate the final form of the functional relationship:
- 250 Litter size =  $e^x$ , with
- 251  $x = 1.0937 + (0.49408*Fed) + (0.09685*((FAge-5.292)/2.217)) + (-0.12114*((FAge-5.292)/2.217)^2)$
- where
- 253 FAge = female age;
- Fed = categorical variable describing if a female is fed (1 if fed, 0 if not fed).

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Note that *FAge* is *z*-transformed to accommodate the structure of the Poisson regression. Among 6-year-old adult females, the analysis shows that reproducing dams receiving diversionary feeding produced litters of 5 pups on average, while those that were not fed produced litters of 3 pups on average. Each female that is determined to produce a litter in a given year is evaluated as to whether or not she receives diversionary feeding, according to a random number draw against a specified probability (see "Dynamic Diversionary Feeding" below for more information on this parameter). The size of her litter is then

determined based on her age and the presence of feeding. See Appendix C for more information on the derivation of this function.

Annual environmental variability in reproduction: Expected mean reproductive rates will vary from year to year in response to variability in external environmental fluctuations. This process is simulated by specifying a standard deviation around the mean rate. The mean and variance for parameters defining reproductive success follow binomial distributions. We set the environmental variation (standard deviation) for the probability of pairing at 0.105 based on the extent of observed annual variation in pairing rates. Additionally, the standard deviation for mean litter size was set at 1.8 in accordance with the dispersion of data on litter size observed among wild reproducing females. Explicit estimation of natural variability in reproductive success from MWEPA data is tenuous at best, given the ongoing intensive management of this population since its inception.

Density-dependent reproduction: Wolves are likely to exhibit lower rates of pup production as population density increases towards the habitat's ecological carrying capacity. However, because of the mechanics of wolf management expected to take place on the landscape (see below), it is considered highly unlikely to see wolf densities approach a level where this effect would be observed. Consequently, we have not implemented a density-dependent mechanism for reproduction in our model.

#### **Mortality Parameters**

Data were used from the most recent phase of Mexican wolf population management in MWEPA (2009 – 2015) to develop baseline age-specific mortality estimates. This time period is characterized by a management strategy generating relatively robust population growth due to high pup survival rates and few individual removals after conflict with local human populations. Furthermore, it is likely that this strategy will continue into the future, making it an appropriate context for establishing baseline conditions. These baseline estimates were used as a guide to inform model scenarios exploring threshold mortality rates consistent with wolf population recovery. We assume no difference in mortality between males and females, in accord with available data and with other studies of wolf population demographics (e.g., Fuller et al. 2003, Adams et al. 2008, Smith et al. 2010). For more information on data collection related to age-specific wolf mortality in MWEPA, and the analytical methods used to estimate these mortalities, refer to Appendix D.

Pup (0-1) mortality:  $28.2 \pm 10\%$ . The mortality estimate consists of two phases: an early phase from first observation of pups after emergence from the den (before 30 June) to the time of collaring (approx. mid-September), and a second phase from time of collaring to the next breeding season. The survival rates for these two phases are estimated as 0.83 and 0.865, respectively. Therefore, the total pup mortality rate from first observation to the next breeding cycle is 1 - [(0.83)\*(0.865)] = 0.282.

*Subadult* (1-2) *mortality*:  $32.7 \pm 6.5\%$ .

Adult (2+) mortality:  $18.9 \pm 6\%$ . The recent period of population growth is at least in part characterized by a strong rate of adult survival. Specifically, radio-collar data indicates a mean annual adult mortality rate of 18.9%. This rate is likely to be on the low end of rates observed in other wolf populations exhibiting positive growth, such as the Greater Yellowstone Area population described by Smith et al. (2010) with an average adult rate of 22.9%. Therefore, for the purposes of using the PVA tool to explore demographic conditions that can lead to population recovery, we developed a set of scenarios featuring alternative estimates of mean annual adult mortality rates in addition to the aforementioned baseline value: 21.9%, 24.9%, 27.9%, and 30.9%. We focus on adult mortality and its impact on population performance because this parameter is a major factor driving population dynamics in wolves and other species with a similar life history (e.g., Carroll et al. 2014).

- 312 We have retained the density-dependent function for adult mortality that was included in the most recent
- 313 PVA modeling effort (Carroll et al. 2014). This functional relationship is loosely based on observations of
- wolf dynamics in the Greater Yellowstone Area (Smith et al. 2010), although these same authors note the 314
- 315 difficulty in detecting and interpreting this mode of density dependence across different wolf populations.
- 316 We also must recognize that Mexican wolves in both the MWEPA and the Sierra Madre Occidental will
- likely persist at relatively low population densities, and therefore may not be significantly influenced by 317
- 318 density-dependent processes.

#### 320 "Catastrophic" Event

- 321 The most recent PVA effort (Carroll et al. 2014) identified an "episodic threat" to wolf populations in the
- 322 form of a disease outbreak, with the primary impact targeting pup survival. They used data on canine
- distemper outbreaks in the Greater Yellowstone wolf population (Almberg et al. 2010) to specify the 323
- 324 characteristics of this event. Participants in the current PVA effort broadened this definition of
- 325 catastrophe to include any kind of event that would lead to major pup loss, with some associated
- 326 increased mortality among adults.

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- 328 The Yellowstone data suggest that three such outbreaks occurred there over a 20-year period, yielding an
- 329 annual probability of occurrence of approximately 0.15. In the absence of data specific to Mexican
- 330 wolves, we assumed the same frequency for a similar type of event occurring in the future in either the
- 331 MWEPA or SMOCC populations. If such an event were to occur, the Yellowstone wolf population data
- 332 cited above were used to estimate the impact to survival of both pups and adults in the year of the event.
- 333 We assume that pup survival is reduced by 65% during the event, while adult mortality is reduced by 5%.
- 334 As the primary impact of the simulated event is targeting pup survival, we do not incorporate an
- 335 additional impact in the form of reduced reproductive output of adults.

336 337

# Carrying Capacity

- 338 Estimates of the ecological carrying capacity (K) for all habitat areas to be considered in the recovery
- 339 planning process are specified in the model. In the typical *Vortex* modeling framework, a population is
- 340 allowed to increase in abundance under favorable demographic conditions until K is reached, after which
- 341 time individuals are randomly removed from the population to bring the population back down to the
- 342 value of K, thereby simulating a ceiling-type density dependence. Estimates of K for each population in
- 343 this analysis are based on the habitat suitability analysis of Martínez-Meyer et al. (2017). Based on this
- 344 analysis, we estimate K for the MWEPA, SMOCC-N and SMOCC-S populations to be 1000, 300, and
- 345 350 individuals, respectively. Note that this parameter is different from the management target parameter
- 346 used to manage wolf populations at a specified abundance (see below). Because the population-specific
- 347
- management targets described below are less than the estimates for carrying capacity, the simulated
- 348 populations will not increase in abundance beyond the targets and approach K. Nevertheless, the carrying
- 349 capacity is specified for purposes of model completeness.

350 351

### Management Target

- 352 In contrast to the ecological carrying capacity parameter described above, a critical feature of the current
- 353 demographic model is the specification of a management target abundance. This target is defined as the
- wolf population abundance that is both biologically viable (according to identified recovery criteria) as 354
- 355 well as socially acceptable in light of the expected ongoing issues around livestock depredation and other
- 356 forms of wolf-human conflict.

- 358 Within the mechanics of the PVA model, the management target works much like the ecological carrying
- 359 capacity parameter, except that population regulation in response to the management target is
- 360 implemented through a type of "harvest" within the *Vortex* model framework. If a given population

exceeds its management target abundance in a given year, both adults and pups are "harvested" from the population in equal numbers until the target abundance is reached. For example, if the population abundance at the beginning of the removal step is 320 and the management target is 300, *Vortex* would be expected to remove, on average, ten adults and ten pups at random from the population, with some variability around that mean resulting from random sampling of individuals for removal. This "harvest" occurs only if the population abundance exceeds the specified management target after the year's cycles of pup production and age-specific mortality have occurred.

An important goal of this PVA was to identify those population-specific management targets that would generate long-term population dynamics that are consistent with recovery. Therefore, we explored a range of reasonable management targets for analysis: 300, 340, and 379 for MWEPA; and 150, 200, and 250 for both SMOCC-N and SMOCC-S. The largest management target explored for MWEPA is based on previous analyses within the scope of this project, and is partly informed by existing management regulations for the Mexican wolf population in the United States. Under the elk abundance estimate utilized in the EIS for the MWEPA (80,811 elk: USFWS 2014), the wolf:elk ratio for the management targets of 300, 340 and 379 are estimated to be 3.7, 4.2, and 4.7 wolves per 1000 elk, respectively. These ratios are near the level (4-6 wolves per 1000 elk) where impacts have been proposed to begin occurring in the Northern Rockies (Hamlin et al. 2009). However, there is considerable uncertainty related to wolf:elk ratios and the climatic, hunting and prey refugia characteristics in the Southwest that would trigger the onset of these impacts (Hamlin et al. 2009; Vucetich et al. 2011; Hebblewhite 2013).

### Dynamic Diversionary Feeding

As described earlier in the explanation of litter size calculations for wild adult females, the presence of diversionary feeding influences the size of that female's litter. Management authorities in the United States and Mexico estimate that about 70% of pairs are currently receiving diversionary feeding in each country. As the populations grow, the extent of feeding will decline due to logistical complexities and other sociological factors. The rate at which feeding declines will be a function of the rate of population growth to the management target; populations that are growing at a faster rate will experience a more rapid decline in the rate at which they are fed.

This dynamic diversionary feeding process was incorporated into all our population simulations. We assumed that feeding will begin to decline five years into the simulation, with the subsequent rate of decline from 70% feeding determined by the extent of growth toward that population's management target. Authorities assume that the long-term feeding rate will not drop to zero but will likely be maintained at approximately 15% to allow for management of occasional livestock depredations.

# Metapopulation Dynamics

Our PVA model features a metapopulation structure in which wolves may naturally disperse from one population to another according to defined probabilities. We assume that only younger (1 to 4 years old), unpaired individuals are capable of dispersal, with males and females displaying equal tendencies to disperse. Furthermore, we assume a form of "stepping stone" model, where both the northernmost MWEPA population and the southernmost SMOCC-S populations are linked by dispersal to the central SMOCC-N population. In this linear spatial configuration, we assume that there is no functional connectivity between MWEPA and SMOCC-S (See Martínez-Meyer 2017 for more information on the geography of these populations).

Rates of dispersal among candidate individuals are based loosely on wolf behavioral dynamics, the distances between populations and the nature of the intervening terrain. We assume that the distance from MWEPA to SMOCC-N, along with the presence of an international border subject to intense scrutiny, will severely limit the extent of demographic connectivity. In contrast, while the intervening terrain

- between the two Sierra Madre Occidental populations is more rugged than that across the international
- border, the closer proximity between these two Mexico habitat units likely increases the probability of
- successful dispersal among them. Therefore, in the absence of specific dispersal data for Mexican wolves
- across this recovery landscape, we set the individual dispersal probability between MWEPA and
- 415 SMOCC-N at 0.175% and between Mexican SMOCC populations 0.875%. These rates are symmetric
- between pairs of populations and are within the range of plausible values suggested by wolf population
- biologists participating in the current PVA effort. In addition, we assume that wolves pay a high cost to
- 418 attempt cross-country dispersal. We use the estimate of 37.5% dispersal survival from the most recent
- 419 PVA effort based on the published analysis of Carroll et al. (2014). In terms of absolute numbers and with
- a candidate population of 100 unpaired wolves age 1-4, the MWEPA SMOCC-N rate corresponds to
- 421 approximately one wolf dispersing to the recipient population every sixteen years. Note that the dispersal
- survival estimate does not include the probability of successful reproduction among dispersing animals.

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Input Data for PVA Simulations: SSP Population

# 426 <u>Initial Population Specification</u>

- 427 All models for this analysis are based on the status of the wild and captive populations as of 31
- December, 2015. This specification allows us to construct a full pedigree of all populations up to the date
- we choose to begin the population projection. This pedigree, uploaded to the software as a simple text
- 430 file, includes the age and gender of all animals produced since the initiation of the captive management
- program between 1961 and 1980 (Hedrick et al. 1997). Additionally, the pedigree file includes the
- following information: age, sex, ID of the parents, reproductive status (number of offspring previously
- produced), ID of the current mate (if paired), and the SSP status (in the managed population or a non-
- breeder that is excluded from the genetic analysis). Based on information collated by the Mexican wolf
- SSP, we set the initial abundance for the captive population at 214 individuals, with the appropriate age-
- 436 sex structure.

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438 Reproductive Parameters

Breeding system: Wolves display a long-term monogamous breeding system. In the context of *Vortex* model development, adult breeding pairs are assumed to remain intact until either individual in the pair dies.

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Age of first reproduction: We assume that both females and males are capable of producing pups when they are two years of age.

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Maximum breeding age / longevity: Studbook data indicate that captive female wolves can reproduce through 12 years of age (14 for males), and can live in a post-reproductive state until about 17 years of age.

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Litters per year: Wolves will produce one litter of pups per year.

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Maximum number of pups per litter: Pup production in captivity is defined slightly differently from that in the wild, as litters are often observed at an earlier age in an intensively managed setting. Studbook analysis reveals a maximum litter size of 10-11 pups in rare occurrences. Note that the specification of litter size for each successfully breeding female in a given year is determined by a complex function involving a number of independent variables (see "Distribution of litters per year" below).

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Sex ratio of observed pups: This ratio will be set at 50:50 for captive-born litters, with the understanding that the actual ratio within any one litter may deviate from this expected value through random variability.

Percentage of adult females "breeding" in a given year: As in the specification of this parameter for wild populations, we define this parameter as the proportion of adult females that are paired across years.
 Initial pairs for the onset of the simulation are specified in the studbook file, and all adults of suitable breeding age are considered a part of the "managed SSP population" and therefore capable of producing a litter in a given year.

Probability of litter production among paired females: The probability of a paired female successfully producing a litter is a complex function of a number of variables: dam age, sire age, age difference between dam and sire, and the past reproductive success of each adult (a categorical variable set to 1 if the individual has produced pups in the past and set to 0 otherwise). Data from the studbook are analyzed using logistic regression (J. Sahrmann, St. Louis Zoo, unpubl.); therefore, the functional form of the relationship is the inverse logit of the regression results:

Pr(pair produces a litter) =  $\frac{1}{(1+e^{-x})}$ , with

$$473 \qquad x = -1.489 + (0.479*MAge) - (0.048*MAge^2) + (0.415*MPar) - (0.062*FAge) + (1.092*FPar) + (0.11803*dAge) + (0.11803*d$$

474 where

MAge = male age;

FAge = female age;

*MPar* = male parity (reproductive success);

*FPar* = female parity (reproductive success); and

dAge = absolute value of difference in male and female age.

This gives a different probability of success for each pair. For example, a pair of 5-year-old proven breeders has a 71% chance of producing a litter, while a pair of 11-year-old wolves, neither of which have previously bred, has a 6% chance of success.

Calculation of litter size: Analysis of the studbook reveals that the size of a given litter among captive Mexican wolves is best predicted by a functional expression that includes the inbreeding coefficient of the dam, her age, and her past reproductive success (parity) as before. The Poisson regression yields a result that is transformed through exponentiation to generate the final form of the functional relationship:

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Litter size = e^x, with

491 x = 1.64 - (2.70*FDam) - (0.274*FPar) + (0.0823*FAge) - (0.0000866*(FAge^4)

492 where

493 FDam = inbreeding coefficient of the dam;

494 FPar = female parity (reproductive success); and

495 FAge = female age.
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Using the above expression, we estimate that a middle-aged adult female with an inbreeding coefficient of 0.13 (mean F in the captive population as of 31 December 2015) would be expected to produce a litter of 4-5 pups, depending on whether or not she had produced a litter in the past. This is consistent with the mean litter size of just over 4 pups estimated from studbook analysis (Mechak et al. 2016). Variability in litter size (standard deviation around the mean) as analyzed from the studbook was 2.5 pups.

# **Mortality Parameters**

Based on studbook data, we were able to generate the following age-specific mortality schedule (Table 1) that closely resembles that of Mechak et al. (2016):

**Table 1**. Age/sex-specific annual mortality rates for the Mexican wolf SSP population.

	Rate $q(x)$				
Age	Male	Female			
0 - 1	39.0	36.0			
1 - 2	2.0	2.0			
2 - 5	2.0	2.0			
6 - 9	6.0	6.0			
10 - 12	15	10.0			
13	25	15			
14	36	35			
15	42	40			
16	71	67			

There is little to environmental stochasticity in the relatively highly controlled captive environment; therefore, we do not specify a standard deviation for these mean mortality rates and allow variability across years to result purely from demographic stochasticity.

# **Carrying Capacity**

The concept of carrying capacity for a captive population is different than that for a wild population. In the captive setting, K is functionally defined by the number of spaces (enclosures) available across all the zoological institutions currently holding the species of interest. Additionally, the institutions may choose to manage the breeding among adult pairs so as to maintain the population at a level slightly below the space allotment, thereby minimizing the risk of producing more animals than the available space can support. In our models, we define K for the SSP at 255 individuals, representing an abundance slightly below the maximum number of spaces to allow for some flexibility in long-term population management. If the population increases above K in a given year, Vortex will apply a small additional mortality risk to each wolf to try to bring the population back to 255 animals. Reproduction will also be slowed to allow just enough breeding to keep the population around K and not produce excess pups (see below). This is all simulated stochastically, so the population will show small fluctuations around K.

# Simulating the SSP Masterplanning Process

Each year *Vortex* calculates the number of litters that are required to maintain the population at or near the maximum abundance (K), based on available space and the current population abundance and age structure (to estimate the expected number of deaths). The model algorithm then uses the demographic input data for the captive population, couple with an average breeding success rate of 42% (based on studbook analysis) to determine the number of breeding recommendations to create in that year. *Vortex* will initiate the pairing process at the top of the list of genetically important animals (ranked by the metric mean kinship, MK) and will assign a breeding recommendation to those high-priority females needed to produce the desired number of litters, taking into account the probability of breeding success (e.g., assuming a 25% success rate, a target of three 3 litters means the identification of sufficient breeding recommendations given to the top-ranked females to result in 12 pairings). The further the population is below available capacity, the more recommendations that would be made. If a recommended female does not have a mate, she is paired with the next highest ranked available male. As in the wild population component of the model, *Vortex* will not put together full siblings or parent-offspring pairs for mating.

Breeding pairs are split up, with the animals available to receive a new mate, under the following conditions:

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- One of the wolves dies or becomes post-reproductive (i.e., turns 13 years old if a female, 15 years old if a male)
- One of the wolves has a mean kinship value that has dropped below the average MK value for the entire population.
- The pair has been together for two years but has not produced any offspring.

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# Input Data for PVA Simulations: Transfer (Release and Translocation) Dynamics

In order to enhance the viability of wild Mexican wolf populations, management authorities in the United States and Mexico want to use the PVA modeling effort to evaluate the potential benefits of (1) continued releases of wolves from the SSP to the existing MWEPA and SMOCC-N populations; (2) starting releases of wolves from the SSP to a new SMOCC-S population; and (3) proposed translocations of wolves from the larger MWEPA population to one or both SMOCC populations. These management alternatives can be simulated using the "Harvest" and "Supplement" modules of *Vortex*. Specifically, we can instruct the software to conduct an explicit transfer of individual wolves from one population to another, thereby retaining their individual demographic and genetic identities for the potential benefit of the recipient (and sometimes source) population.

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A consistent feature of both releases and translocations is the transfer of an adult pair and their associated offspring (assuming that pair produced offspring in the year of their transfer). Unfortunately, while the software is sufficiently flexible to incorporate this mechanic, the current Mexican wolf model structure does not allow us to precisely identify a mated pair, along with the exact offspring they produced in that year, for transfer. Instead, we more simply choose an adult female and adult male, and three Age-0 individuals, to be designated for transfer. This simplification to our model mechanics will likely overestimate the genetic impact of a given release, since a set of two adults and three pups selected for release will not represent a true family unit but will be made up of animals that are likely to be unrelated (given the stochastic nature of animal selection in the model algorithm). The magnitude of this overestimate is unknown at present but could be the subject of more detailed future study. On the other hand, this overestimate will be diminished by the rather low survival rate of released and translocated animals (see Table 3 below). The transfer of one pair with pups therefore constitutes the removal of a total of five animals from the source population, while transferring two or four pairs means the removal of 10 or 20 animals, respectively. Our choice of the number of pups to be transferred is based on the assumption of some level of pup mortality between birth and the time of release. Where appropriate, the gender of the pups is assigned randomly by *Vortex* through probabilistic rounding.

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Releases from the SSP: The choice of specific animals to release from the SSP is to a large degree informed by genetic criteria. Specifically, animals are chosen for release whose individual mean kinship (MK) is greater than the average MK of the full captive population. With this criterion in place, we are choosing individuals for release into the wild that are genetically over-represented in captivity. The strategy is meant to preserve the genetic integrity of the captive population, while also not compromising the genetic status of the wild population. Moreover, we are choosing younger adults, less than five years old, for release in order to increase their reproductive value to the wild population.

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First, we included the actual release of wolves from the SSP to SMOCC-N that took place in 2016. Given that our simulations were initialized as of 1 January 2016, we wanted to include these releases to Mexico in order to more accurately portray the early dynamics of this population following the substantial demographic and genetic augmentation received from the SSP. While a total of 18 wolves were released

- in two separate events during the second half of the year, it is estimated that only 12 of those animals
- survived to the next breeding season: nine pups (seven females, two males) and three subadults (all male).
- This release takes place in all simulations in model year 1 (calendar year 2016).
- Second, the current Mexican Wolf EIS states that releases from the SSP to MWEPA will be conducted according to the following generic schedule:
  - Release of two pairs with pups in model years 2 and 6;
  - Release of one pair with pups in model years 10, 14 and 18.

This strategy, referred to hereafter as the "EIS" strategy, was included in all of the release scenarios discussed below. The interval between releases was to roughly correspond to the duration of one average wolf generation.

Third, in addition to the EIS releases into MWEPA, we evaluated releases from the SSP into the SMOCC-N and SMOCC-S populations. Either two or four pairs with pups were released every year into the Mexico populations over a total period of five years. Releases into SMOCC-N would begin in simulation year 2 (corresponding to calendar year 2017, given the initiation of our models on 1 January 2016), while releases into SMOCC-S would not begin until simulation year 7 (calendar year 2022).

*Translocations from MWEPA*: In addition to the releases of captive-bred wolves, we evaluated the utility of translocating wild-born wolves from MWEPA to either or both of the SMOCC populations. Either two or four pairs with pups were harvested from MWEPA and delivered to the SMOCC-N and SMOCC-S populations, with translocation events into each recipient population occurring every other year. A total of five events were scheduled for each population. We assumed that translocations into SMOCC-N would begin early in the simulation (model year 2), while translocations into SMOCC-S would require more time for organization and local approval, thereby beginning in model year 7.

Taken together, our analyses focused on four alternative wolf transfer strategies (Table 2):

- "000\_00": No releases or translocations taking place throughout the duration of the simulation, thereby evaluating the potential to generate at least two viable wild Mexican wolf populations in the absence of additional transfer events beyond calendar year 2016.
- "EIS20\_20": EIS releases into MWEPA; releases of two pairs with pups into SMOCC-N every year for five years (in addition to 2016 releases); no releases into SMOCC-S; translocations from MWEPA to SMOCC-N of two pairs with pups every other year in model years 2-10; no translocations from MWEPA to SMOCC-S.
- "EIS40\_40": EIS releases into MWEPA; releases of four pairs with pups into SMOCC-N every year for five years (in addition to 2016 releases); no releases into SMOCC-S; translocations from MWEPA to SMOCC-N of four pairs with pups every other year in model years 2-10; no translocations from MWEPA to SMOCC-S.
- "EIS22\_22": EIS releases into MWEPA; releases of two pairs with pups into SMOCC-N every year for five years (in addition to 2016 releases); releases of two pairs with pups into SMOCC-S every year for five years; translocations from MWEPA to SMOCC-N (two pairs with pups every other year in model years 2-10); translocations from MWEPA to SMOCC-S (two pairs with pups every other year in model years 7-15).

In addition to this base set of transfer schemes, a second set of strategies was developed to address specific issues that emerged from analysis of the original strategy set. This second set is composed of the following three strategies:

- "[EISx2]20\_20": Based closely on the standard "EIS20\_20" scheme, but now featuring a doubling of the extent of initial releases from the SSP to MWEPA. This means that four pairs with pups are transferred from the SSP to MWEPA in model years 2 and 6, and two pairs with pups are transferred in years 10, 14 and 18.
- "[EISx2]30\_10": Doubled releases from SSP to MWEPA; releases of three pairs with pups from SSP to SMOCC-N every year for five years (in addition to 2016 releases); no releases into SMOCC-S; translocations from MWEPA to SMOCC-N of one pair with pups every other year in model years 2-10; no translocations from MWEPA to SMOCC-S.
- "[EISx2]40\_00": Doubled releases from SSP to MWEPA; releases of four pairs with pups from SSP to SMOCC-N every year for five years (in addition to 2016 releases); no releases into SMOCC-S; no translocations from MWEPA to SMOCC-N or SMOCC-S.

All scenarios using these additional strategies feature a mean annual adult mortality rate of 24.9%, and the population management targets for the MWEPA and Sierra Madre Occidental populations were set at 379 and 200, respectively.

Note that, in practice, a translocation event could involve a wild-born wolf being brought into captivity for some length of time and then being returned to the wild in another location. The *Vortex* model used for this PVA does not keep track of the long-term location history of individuals to this level of detail; consequently, we simulate translocations only as direct wild-wild transfers.

The numbers in Table 2 actually refer to the number of wolves that are removed from the source population (either SSP or MWEPA) – not the final number of animals that survive after release. Detailed analysis of release data from MWEPA by J. Oakleaf indicate that a substantial fraction of those wolves released from the SSP die within the first year following release from captivity or after translocation from another wild population. The results of this analysis are presented in Table 3. Translocation data include those events that involve an intermediate stop in a captive facility as described in the previous paragraph. These survival rates (mean only) were incorporated directly into the *Vortex* supplementation module, thereby specifying an "effective" number of released or translocated individuals that are assumed to survive to the next breeding season. For example, if we were to release two pairs with pups from the SSP to MWEPA, we would harvest four adults from the SSP but would only successfully release [4\*0.284] = 1.136 adults into the MWEPA population. Those individuals that do not "survive" (are not selected for release) would be permanently removed from the simulation. In using this mechanic, we assume that all mortality takes place relatively quickly after the transfer event – thereby preventing those animals from reproducing before they die. This is consistent with recent observations of wolf transfers into and among wild populations. For more information on how these post-transfer mortalities were derived, refer to Appendix D.

Mexican Wolf PVA Draft Report 13 June, 2017

**Table 2.** Release / translocation schedules for three of the four alternative transfer strategies included in the Mexican wolf PVA. The "EIS" label refers to the proposed schedule of wolf releases from the SSP to MWEPA currently described in the Mexican Wolf EIS. The first pair of two numbers after the "EIS" label refers to the scheduled number of adult pairs to be released from the SSP to the SMOCC-N and/or SMOCC-S population, respectively. The second pair of numbers refers to the scheduled number of adult pairs to be translocated from the MWEPA population to the SMOCC-N and/or SMOCC-S population, respectively. The information presented within each table cell describing a scheduled transfer is of the format [#pairs x (#adults,#pups)]. See accompanying text for more information on the strategies and their simulation in the PVA model.

		EIS20_20			EIS40_40			EIS22_22								
Model Year	Calendar Year	SSP – MWEPA	SSP – SMOCC-N	SSP – SMOCC-S	MWEPA – SMOCC-N	MWEPA – SMOCC-S	SSP – MWEPA	SSP – SMOCC-N	SSP – SMOCC-S	MWEPA – SMOCC-N	MWEPA – SMOCC-S	SSP – MWEPA	SSP – SMOCC-N	SSP – SMOCC-S	MWEPA – SMOCC-N	MWEPA – SMOCC-S
1	2016															
2	2017	2 x (2,3)	2 x (2,3)		2 x (2,3)		2 x (2,3)	4 x (2,3)		4 x (2,3)		2 x (2,3)	2 x (2,3)		2 x (2,3)	
3	2018		2 x (2,3)					4 x (2,3)					2 x (2,3)			
4	2019		2 x (2,3)		2 x (2,3)			4 x (2,3)		4 x (2,3)			2 x (2,3)		2 x (2,3)	
5	2020		2 x (2,3)					4 x (2,3)					2 x (2,3)			
6	2021	2 x (2,3)	2 x (2,3)		2 x (2,3)		2 x (2,3)	4 x (2,3)		4 x (2,3)		2 x (2,3)	2 x (2,3)		2 x (2,3)	
7	2022													2 x (2,3)		2 x (2,3)
8	2023				2 x (2,3)					4 x (2,3)				2 x (2,3)	2 x (2,3)	
9	2024													2 x (2,3)		2 x (2,3)
10	2025	1 x (2,3)			2 x (2,3)		1 x (2,3)			4 x (2,3)		1 x (2,3)		2 x (2,3)	2 x (2,3)	
11	2026													2 x (2,3)		2 x (2,3)
12	2027															
13	2028															2 x (2,3)
14	2029	1 x (2,3)					1 x (2,3)					1 x (2,3)				
15	2030															2 x (2,3)
16	2031															
17	2032															
18	2033	1 x (2,3)					1 x (2,3)					1 x (2,3)				
19	2034															
20	2035					_					_					

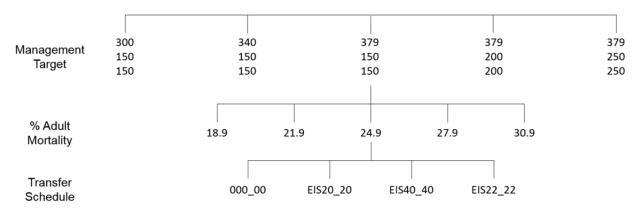
**Table 3**. Estimated survival rates (mean  $\pm$  95% CI) of pups and adults within one year of their transfer to another population as simulated in the Mexican wolf PVA. A release involves the transfer of captive individuals in the SSP population to the wild, while a translocation involves the transfer of wolves in the MWEPA population to one or both of the proposed habitat areas in Mexico's Sierra Madre Occidental. Refer to Tables D-5 and D-7 (Appendix D) for sample sizes (radio days) used to derive these estimates.

L	Age Class	Release	Translocation
ſ	Pup	0.496 (0.268, 0.917)	0.555 (0.246, 1.000)
I	Adult	0.284 (0.173, 0.465)	0.527 (0.406, 0.685)

#### **PVA Simulation Structure**

As described in the previous section, a select set of simulation input parameters – wild population management target, annual adult mortality rate, and transfer (release / translocation) schedule – span a range of alternative values for the purposes of evaluating the required conditions for wild population viability. Our simulations must therefore test multiple combinations of those parameter values to identify the parameter space that predicts the demographic and genetic conditions that meet the appropriate recovery criteria. In the context of our PVA modeling effort, this means that we construct an array of model scenarios that are defined by combinations of those parameter values.

Figure 2 maps out the scenario structure for this analysis. Each set of population management targets is tested against each combination of annual adult mortality rate and transfer schedule, yielding 100 separate scenarios for analysis ((5 management targets) x (5 mortality rates) x (4 transfer schedules)). A smaller set of additional scenarios were constructed to address more detailed questions that will be discussed in the Results section.



**Figure 2**. Diagrammatic sketch of Mexican wolf PVA scenario structure. The three values for population management target are listed as MWEPA (top), SMOCC-N (middle) and SMOCC-S (bottom). Adult mortality rates are listed as annual mean rates, and the transfer schedule nomenclature is defined in Table 2.

All scenarios projected wild and captive wolf population dynamics over a period of 100 years, starting approximately from the initiation of the first breeding cycle in the spring of 2016. Each scenario was repeated 1,000 times in order to assess the impact of stochastic variation in demographic and genetic processes as described in the previous section. Scenario output was reported in a manner intended to best inform the derivation of demographic and genetic recovery criteria. Specifically, the following output metrics are reported for each wild population in each scenario:

- Probability of population extinction within the 100-year timeframe of the simulation;
- Mean long-term population abundance (where appropriate);
- Mean final gene diversity (expected heterozygosity) at the end of the 100-year simulation;
- Proportional retention of final gene diversity relative to the starting value for that population; and
- Proportional retention of final gene diversity relative to the final value for the SSP population.

This final output metric is intended to assess the genetic integrity of the wild populations relative to the source of animals used to initiate those populations: the SSP population maintained among numerous zoological institutions across North America. As the SSP population represents the origin of all wolves following the taxon's extirpation in the wild, it is the source of all genetic variation that can be transferred to wild populations. Stated another way, it is reasonable to assume that, at least in the broad statistical

sense, the amount of gene diversity in any one wild population is itself a proportion of the gene diversity currently retained in the SSP. Consequently, it may be instructive for the purposes of recovery planning to consider the proportion of that genetic variation remaining in the source population that is present in each of the wild populations.

# Results of Simulation Modeling

### Confirmation of Selected Model Performance Elements

Before discussing the detailed results of specific scenarios, it is instructive to briefly review the broad demographic performance of simulated Mexican wolf populations in a representative scenario. In particular, it is important to confirm the reproductive performance of the simulated populations, as this is the most complex component of the model. A summary of the relevant demographic parameters is presented below for a typical MWEPA wolf population.

- Mean annual proportion of adult females paired: 0.77. This is consistent with expectations defined through the specification of the FPOOL pairing function. This value is also in accord with field observations of the number of packs observed in the MWEPA population.
- Mean annual proportion of paired females producing a litter: 0.72 (maximum) to 0.64 (end). These values are consistent with the values predicted from the relationship discussed in Appendix B (Figure B-1) across all adult ages and as inbreeding levels increase broadly from about 0.2 at the beginning of any given scenario to about 0.3 in the absence of significant genetic input from the SSP population.
- Mean litter size across reproducing females: 3.5 (early) to 2.95 (late). This is consistent with expectations defined through the specification of mean litter size in Appendix C (Figure C-1). Given that mean litter size among middle-aged females is predicted to be approximately five pups and the extent of diversionary feeding present at the start of the simulations is 0.7, we would expect approximately 3.5 pups per litter in the early years. Similarly, in the later stages of the simulation when the extent of diversionary feeding declines to about 0.15, a mean litter size of approximately three pups fits with the litter size predicted in the absence of diversionary feeding.

The simulated populations in Mexico demonstrate this same degree of consistency in population demographic performance. Therefore, we believe our prospective models can be viewed as internally consistent and generating demographic dynamics that agree with baseline expectations of Mexican wolf reproductive characteristics.

#### Analysis of the Status Quo

Before evaluating the full set of prospective analyses making up this PVA, a preliminary scenario was designed where the population-specific management targets for MWEPA and SMOCC-N were set to a small increase above the 31 December 2015 abundances. This is meant to explore the viability of these two populations at approximately their current abundance. The management target for MWEPA was set at 135 wolves, while that for SMOCC-N was set at 40 wolves. Neither population receives releases or translocations beyond the 2016 release to SMOCC-N from the SSP.

Under these conditions, the MWEPA population has a probability of persisting for the next 100 years of 0.539, while the probability for SMOCC-N is just 0.001. Even if the MWEPA population persists for this period of time, the mean expected population size is likely to decline to less than 50 animals after an initial increase to about 120 wolves over 10-20 years. Gene diversity for the MWEPA population declines to 0.541, significantly below its original value and far below the final value for the SSP. The accumulation of inbreeding and a reduction in the extent of diversionary feeding, with the resultant

decrease in pup production, is the likely cause of this steady decline that begins about 20 years into the simulation.

# **Demographic Sensitivity Analysis**

This PVA effort does not include the presentation of a formal sensitivity analysis of demographic parameters. The sensitivity analysis conducted by Carroll et al. (2014) provides much of the relevant information in this regard, where adult mortality rate, female breeding rate, population abundance threshold and strength of inbreeding depression were identified as the primary factors influencing population extinction risk. Additional sensitivity analyses (not reported here) were conducted in the early phases of the current modeling effort, largely as a method for prioritizing efforts to generate more accurate estimates of parameter values identified as sensitive.

# Scenario Set 1: No Additional Transfers to and among Wild Populations

The first set of scenarios explores the capacity for each of the three population units to achieve viability on their own, with no further introgression of wolves from SSP releases or from wild-wild translocations. Under these conditions, the SMOCC-N population may receive individuals through occasional dispersal from MWEPA, while the SMOCC-S unit – which starts the simulation with no wolves – can only receive wolves through occasional dispersal from SMOCC-N.

MWEPA population: Under the condition of no additional transfers, extinction risks for the simulated MWEPA populations remain below 10% as long as the mean adult mortality rate is below 24.9% (Figure 3). Above this rate, extinction probabilities increase more rapidly to nearly 0.7 when the management target is 300 wolves. At the lower mortality rates (< 25%), extinction risk is negligible and there is very little influence of management target on the extinction risk. While the risk of extinction is low at intermediate mortality rates, the long-term abundance typically reaches a maximum of 80 to 90% of the management target approximately 40 years into the simulation and then begins to decline thereafter. The decline is likely due to a combination of higher adult mortality in the face of reduced litter production as inbreeding increases and reduced litter size as the extent of diversionary feeding drops from 70% of reproducing females to 15% over the first 15 – 25 years of the simulation.

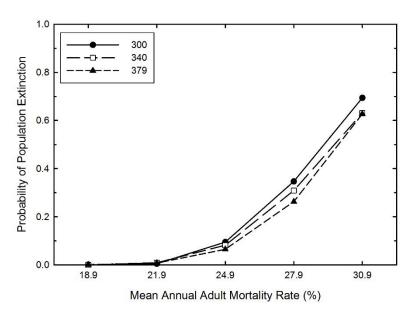


Figure 3. Extinction probabilities (proportion of simulations become extinct) for the MWEPA population of Mexican wolves at the end of 100-year projections as a function of mean annual adult mortality rate and for different population management targets under transfer scheme "000\_00".

At low to intermediate adult mortality rates, simulated MWEPA populations retain approximately 88% to 91% of the initial gene diversity present in that population at the beginning of the simulation (Table 4). As expected, larger management targets result in larger GD retention, although the gains are modest. Despite reasonable GD retention relative to the initial starting conditions, the final GD value for MWEPA is just 83% to 86% that of the SSP population at the end of the simulation. This reduced relative retention reflects the greater capacity for genetic diversity maintenance in the SSP through more intensive breeding management, as well as the improved genetic starting conditions for the SSP relative to MWEPA.

**Table 4.** Mean gene diversity (GD, or expected heterozygosity) at the end of the 100-year simulations for the MWEPA population of Mexican wolves, under the range of tested annual adult mortality rates and population management targets and with the " $000_0$ " wolf transfer scheme. The first value in each cell gives the final gene diversity value for that simulation at year 100. The first value in parentheses gives the proportional GD retention at year 100 relative to the starting value for MWEPA for all simulations (GD = 0.741), while the second value in parentheses gives the proportional GD retention at year 100 relative to the ending value for the SSP population (GD = 0.785). The last row of the table gives the GD and extent of retention for the SSP population as a reference.

Management Target	Annual Adult Mortality Rate (%)									
	18.9 21.9 24.9 27.9 30.									
300	0.677	0.668	0.651	0.624	0.595					
	(0.913; 0.862)	(0.902; 0.852)	(0.878; 0.829)	(0.842; 0.795)	(0.803; 0.758)					
340	0.682	0.675	0.659	0.633	0.604					
	(0.920; 0.869)	(0.910; 0.860)	(0.889; 0.840)	(0.854; 0.807)	(0.815; 0.770)					
379	0.687	0.679	0.665	0.644	0.615					
	(0.927; 0.875)	(0.916; 0.865)	(0.897; 0.847)	(0.869; 0.821)	(0.830; 0.784)					
SSP	0.785	0.785	0.785	0.785	0.785					
	(0.942)	(0.942)	(0.942)	(0.942)	(0.942)					

SMOCC-N population: The SMOCC-N population demonstrates a low risk of extinction at the lowest adult mortality rate, but the risk begins to increase at higher mortality rates (Figure 4). The rate of increase in extinction probability is greater when the management target is set to its lowest level (150 wolves), rising to greater than 0.3 at the intermediate mortality rate of 24.9%. This is a result of the higher rates of inbreeding and associated genetic impacts acting on this smaller population, as well as the negative impacts of occasional stochastic events reducing survival and/or reproduction from one year to the next. Note that the extinction probability is not markedly impacted by the size of the MWEPA management target. This is because the level of demographic connectivity between these two populations is very small, meaning that the SMOCC-N population is effectively isolated under the conditions described in this set of scenarios. Separate analysis of PVA model output not reported in detail here indicates that the level of dispersal featured in the model results in an annual rate of immigration from MWEPA into SMOCC-N of just 0.05 – 0.1 wolves.

Gene diversity retention rates for the SMOCC-N population, relative to the value at the start of the simulation, are actually higher than that for the MWEPA population at lower adult mortality rates (Table 5). This is due to the 2016 SSP releases into SMOCC-N which result in a significant infusion of genes from the SSP into the wild. However, the smaller size of this population means that it will lose gene diversity more rapidly over time so that the final GD relative to the final value for the SSP is lower for SMOCC-N than for MWEPA. Again, the effective isolation of these populations means that both demographic and particularly genetic stability may be compromised over the longer-term as stochastic

events reduce demographic rates and inbreeding genetic drift lead to reduced genetic variability in these smaller populations.

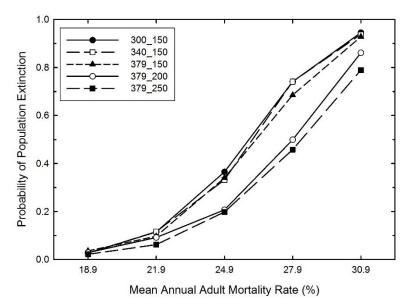


Figure 4. Extinction probabilities (proportion simulations of become extinct) for the SMOCC-N population of Mexican wolves at the end of 100-year projections as a function of mean annual mortality rate and for different population management targets under transfer scheme "000\_00". The first value in the plot legend gives the management target for the MWEPA population, while the second value is that for the SMOCC-N target.

**Table 5.** Mean gene diversity (GD, or expected heterozygosity) at the end of the 100-year simulations for the SMOCC-N population of Mexican wolves, under the range of tested annual adult mortality rates and population management targets, and with the " $000_0$ " wolf transfer scheme. The first value in each cell gives the final gene diversity value for that simulation at year 100. The first value in parentheses gives the proportional GD retention at year 100 relative to the starting value for SMOCC-N for all simulations (GD = 0.691), while the second value in parentheses gives the proportional GD retention at year 100 relative to the ending value for the SSP population (GD = 0.785). The last row of the table gives the GD and extent of retention for the SSP population as a reference.

Management Target	Annual Adult Mortality Rate (%)									
	18.9	21.9	24.9	27.9	30.9					
300_150	0.649	0.630	0.598	0.571	0.540					
	(0.939; 0.827)	(0.912; 0.803)	(0.865; 0.762)	(0.826; 0.728)	(0.781; 0.688)					
340_150	0.651	0.635	0.607	0.561	0.526					
	(0.942; 0.830)	(0.919; 0.809)	(0.878; 0.773)	(0.812; 0.715)	(0.761; 0.670)					
379_150	0.652	0.636	0.609	0.577	0.528					
	(0.944; 0.831)	(0.920; 0.811)	(0.881; 0.776)	(0.835; 0.735)	(0.764; 0.673)					
379_200	0.672	0.660	0.637	0.602	0.563					
	(0.973; 0.856)	(0.955; 0.841)	(0.922; 0.812)	(0.871; 0.767)	(0.815; 0.717)					
379_250	0.684	0.672	0.650	0.625	0.584					
	(0.990; 0.871)	(0.973; 0.856)	(0.941; 0.828)	(0.904; 0.796)	(0.845; 0.744)					
SSP	0.785	0.785	0.785	0.785	0.785					
	(0.942)	(0.942)	(0.942)	(0.942)	(0.942)					

SMOCC-S population: The initially vacant SMOCC-S population unit can potentially be colonized with wolves under the conditions explored in this set of scenarios, via occasional successful dispersal of wolves from the SMOCC-N population to the north. When the management target is just 150 wolves for both Sierra Madre populations, the probability of failing to establish a population in SMOCC-S is significant at all mean adult mortality rates, and regardless of the MWEPA management target (Figure 5). This is expected since the MWEPA population is again effectively isolated from its counterparts in Mexico, so establishing a population in SMOCC-S is solely dependent on successful dispersal from SMOCC-N followed by successful reproduction once they have arrived. Interestingly, the probability of failing to establish a SMOCC-S population drops to just 0.143 when the SMOCC management targets are each expanded to 250 wolves and under the most optimistic adult mortality rate. Under the intermediate mortality rate, that probability of failure increases to 0.53. If a population were to become established there under conditions of intermediate adult mortality, the mean expected wolf abundance estimate from the model is 64, 106 or 163 wolves for management targets of 150, 200 or 250, respectively.

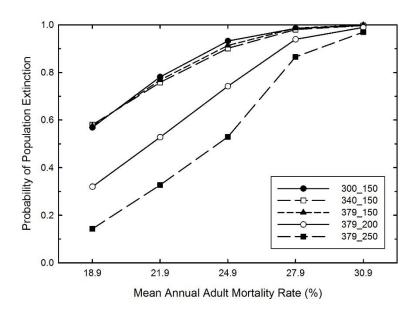


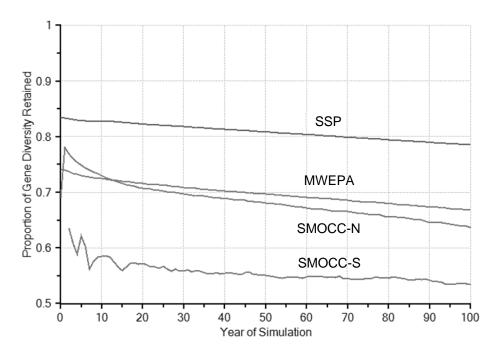
Figure 5. Extinction probabilities (proportion of simulations become extinct) for the SMOCC-S population of Mexican wolves at the end of 100-year projections as a function of mean annual adult different mortality rate and for population management under transfer scheme "000 00". The first value in the plot legend gives the management target for the MWEPA population, while the second value is that for the SMOCC-S target.

The extent of gene diversity retained in the SMOCC-S population, as a proportion of that which is present in the SSP population, ranges from approximately 64% to 76% depending on the size of the SMOCC-S management target and the underlying mean adult mortality rate (Table 6). Actual GD values among extant populations are quite low, on the order of just 0.46 to 0.59. This is due to the small size of any wolf population that may persist in the SMOCC-S population unit for any extended period of time, with the resulting rapid loss of genetic variants through random genetic drift and inbreeding.

**Table 6.** Mean gene diversity (GD, or expected heterozygosity) at the end of the 100-year simulations for the SMOCC-S population of Mexican wolves, under the range of tested annual adult mortality rates and with the "000\_00" wolf transfer scheme. The first value in each cell gives the final gene diversity value for that simulation at year 100. The value in parentheses gives the proportional GD retention in SMOCC-S at year 100 relative to the ending value for the SSP population (GD = 0.785). The last row of the table gives the GD and extent of retention for the SSP population as a reference.

Management Target	Annual Adult Mortality Rate (%)									
	18.9	21.9	24.9	27.9	30.9					
300_150	0.542	0.526	0.513	0.484	0.462					
	(0.691)	(0.670)	(0.654)	(0.617)	(0.587)					
340_150	0.538	0.519	0.501	0.499	0.449					
	(0.686)	(0.661)	(0.638)	(0.636)	(0.572)					
379_150	0.540	0.530	0.504	0.514	0.457					
	(0.688)	(0.675)	(0.642)	(0.655)	(0.582)					
379_200	0.567	0.558	0.534	0.514	0.496					
	(0.722)	(0.711)	(0.680)	(0.655)	(0.632)					
379_250	0.594	0.575	0.557	0.531	0.492					
	(0.757)	(0.733)	(0.710)	(0.677)	(0.627)					
SSP	0.785	0.785	0.785	0.785	0.785					
	(0.942)	(0.942)	(0.942)	(0.942)	(0.942)					

The trajectories of average gene diversity through time among populations from a representative scenario in the "000\_00" transfer scheme are shown in Figure 6. Note the attenuated rate of loss in gene diversity in the SSP population, especially in the first 10 years of the simulation as genetically over-represented wolves are selected for the 2016 release to the SMOCC-N population. Of particular interest is the significant gain in gene diversity in the SMOCC-N population after the 2016 release from the SSP, where GD increases from its initial value of 0.691 to 0.781 – a 13% proportional increase immediately after the release. At the same time, also note the more rapid rate of GD loss in this population as its smaller size leads to more rapid accumulation of inbreeding and greater rates of random genetic drift in the absence of significant dispersal of wolves from MWEPA. The erratic nature of the trajectory for the SMOCC-S population reflects the smaller number of extant populations used to estimate the average gene diversity value at each timestep, as well as the very small population abundances after wolves disperse there from the neighboring SMOCC-N population



**Figure 6**. Average gene diversity over time for Mexican wolf populations subject to 24.9% mean annual adult mortality and under the "000\_00" transfer scheme. Management targets are set at 379 for MWEPA and 200 for SMOCC-N and SMOCC-S.

#### Scenario Set 2: Releases to MWEPA; Releases and Translocations to SMOCC-N

We will now explore scenarios that feature releases to the MWEPA and SMOCC-N populations from the SSP as well as translocations from the MWEPA population to the SMOCC-N population. The goal with these scenarios is to determine if the proposed release strategies assist in generating a viable population of wolves in the northern Sierra Madre, with perhaps the associated creation of a linked population of wolves to the south. Related to this is the question of the degree to which removing pairs from MWEPA for translocation may negatively impact its long-term demographic and/or genetic stability.

MWEPA receives wolves according to the release strategy outlined in the Mexican wolf EIS across all scenarios in this scenario set. In addition, the first set of scenarios (the "EIS20\_20" strategy) features the release of two pairs of wolves with pups to SMOCC-N at each of five release events, as well as the translocation of two pairs with pups from MWEPA to SMOCC-N at each of five translocation events. No wolves are explicitly transferred to the SMOCC-S population unit. See Table 2 for more information on the nature of these transfer strategies.

EIS20\_20 – MWEPA population: Under the EIS\_20\_20 strategy, the extinction risk for MWEPA remains low over the low and intermediate adult mortality rates, and again increases rapidly at higher mortality rates (Figure 7). Comparison with the "000\_00" strategy featuring no releases or translocation reveals that the risk of extinction in MWEPA increases slightly with the inclusion of translocations out of MWEPA to SMOCC-N. For example, at the intermediate mortality rate of 24.9%, the risk of extinction increases from 0.095 to 0.114. This is indeed a rather minor increase, but it highlights the additional demographic burden that a source population may incur when animals are moved out for translocation. It is important to recognize that the input of wolves to MWEPA through the release strategy does not balance the removal

of wolves for translocation to SMOCC-N. The "EIS20\_20" means that ten pairs with pups will be removed from MWEPA over five years, and is slated to receive seven pairs with pups from the SSP over about 16 years. However, the high rate of post-release mortality included in the models means that just less than two pairs (7\*0.284) are expected to survive to the next breeding cycle. This rather large net loss of wolves over the early years of the simulation is likely the cause of any increased extinction risk. In particular iterations, stochastic processes in early years may lead to significant reductions in MWEPA population size that are exacerbated by removals for translocation. This could begin a cycle of continued demographic and genetic instability that, infrequently, could lead to the extinction of that population.

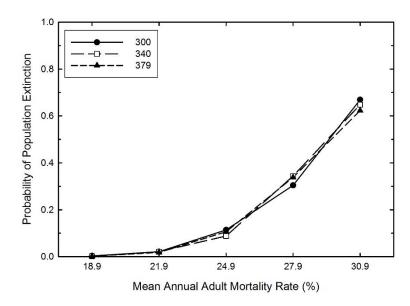


Figure 7. Extinction probabilities (proportion of simulations become extinct) for the MWEPA population of Mexican wolves at the end of 100-year projections as a function of mean annual adult mortality different rate and for population management targets under transfer scheme "EIS20 20".

Among extant populations, the mean population abundance reaches a maximum at approximately 80% of the management target (240 to 300 at management targets of 300 to 379) at the intermediate adult mortality rate (24.9%), but then begins to decline slowly at the smallest management target as pup production declines, likely due to inbreeding and reduced diversionary feeding. Lower mortality rates lead to more stable populations at 85% to 95% of the management target.

Gene diversity in the MWEPA population increases slightly in this set of scenarios compared to the "000\_00" transfer strategy as some new genetic variation is added through the EIS releases strategy. Retention of GD in MWEPA is 90% to 94% of the initial value for that population over the low to intermediate mortality rates tested, and across the three proposed management targets (Table 7). However, the population retains only about 85% to 89% of the gene diversity present in the SSP. Higher mortality rates result in only 84% to 90% retention relative to MWEPA original values, and 79% to 85% GD retention relative to the SSP.

**Table 7**. Mean gene diversity (GD, or expected heterozygosity) at the end of the 100-year simulations for the MWEPA population of Mexican wolves, under the range of tested annual adult mortality rates and population management targets and with the "EIS20\_20" wolf transfer scheme. See legend for Table 4 for additional information on the meaning of the listed values.

Management Target	Annual Adult Mortality Rate (%)										
	18.9	18.9 21.9 24.9 27.9 30.9									
300	0.690	0.683	0.670	0.650	0.619						
	(0.931; 0.879)	(0.921; 0.870)	(0.904; 0.853)	(0.877; 0.828)	(0.835; 0.788)						
340	0.696	0.691	0.678	0.660	0.633						
	(0.939; 0.886)	(0.932; 0.880)	(0.914; 0.864)	(0.890; 0.841)	(0.854; 0.806)						
379	0.700	0.694	0.683	0.664	0.647						
	(0.944; 0.892)	(0.936; 0.884)	(0.921; 0.870)	(0.896; 0.846)	(0.873; 0.824)						
SSP	0.785	0.785	0.785	0.785	0.785						
	(0.942)	(0.942)	(0.942)	(0.942)	(0.942)						

EIS20\_20 – SMOCC-N population: The addition of wolves to the SMOCC-N population through both releases from the SSP and translocations from MWEPA lead to low extinction probabilities at low and intermediate adult mortality rates (Figure 8). In fact, the risk drops below 0.10 at larger management targets when the annual adult mortality rate increases to 27.9%. Note that at the highest mortality rate, the SMOCC-N extinction risk at the largest management targets is less than that for the largest MWEPA target (Figure 7). This likely results from relatively high removal rates from MWEPA depressing population abundance in the early years, and from a lower level of gene diversity in MWEPA despite its larger abundance. At the same time, SMOCC-N is receiving wolves from both the SSP and from MWEPA in those same early years, helping to reduce risk when the population is at its smallest abundance. Even with the high post-transfer mortality rates included in the model, the transfer of an initial total of 20 pairs with pups over the first ten years of the simulation acts to significantly increase population demographic stability. The value of the MWEPA management target has little impact on SMOCC-N demographic performance.

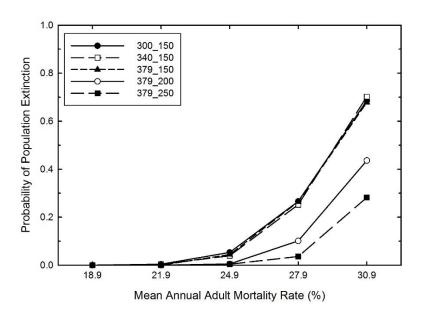


Figure 8. Extinction probabilities simulations (proportion of become extinct) for the SMOCC-N population of Mexican wolves at the end of 100-year projections as a function of mean annual adult mortality rate and for different population management under transfer scheme "EIS20\_20". The first value in the plot legend gives the management target for the population, while second value is that for the SMOCC-

Among extant populations, the long-term population abundance reaches a maximum around year 40 at approximately 80% to 90% of the management target at low to intermediate adult mortality rates, but begins to decline after that, with more rapid declines to about 60% of the management target at the intermediate mortality rate.

The "EIS20\_20" transfer schedule also leads to significant increases in gene diversity in the SMOCC-N population (Table 8). Once again, the impact of the 2016 releases to SMOCC-N is dramatic; the final GD value is 96% to 106% relative to the initial value before the releases at low to intermediate mortality rates. The retention relative to the SSP under these same mortality rates is 84% to 94%. When the SMOCC-N management target increases to 200-250, GD retention approaches and exceeds 90% relative to the SSP.

**Table 8**. Mean gene diversity (GD, or expected heterozygosity) at the end of the 100-year simulations for the SMOCC-N population of Mexican wolves, under the range of tested annual adult mortality rates and population management targets, and with the "EIS20\_20" wolf transfer scheme. See legend for Table 5 for additional information on the meaning of the listed values.

Management Target		Annual Adult Mortality Rate (%)				
	18.9	21.9	24.9	27.9	30.9	
300_150	0.691	0.681	0.660	0.622	0.583	
	(1.000; 0.880)	(0.986; 0.868)	(0.955; 0.841)	(0.900; 0.792)	(0.844; 0.743)	
340_150	0.692	0.682	0.660	0.625	0.584	
	(1.001; 0.882)	(0.987; 0.869)	(0.955; 0.841)	(0.904; 0.796)	(0.845; 0.744)	
379_150	0.693	0.683	0.664	0.624	0.585	
	(1.003; 0.883)	(0.988; 0.870)	(0.961; 0.846)	(0.903; 0.795)	(0.847; 0.745)	
379_200	0.718	0.711	0.699	0.668	0.624	
	(1.040; 0.915)	(1.029; 0.906)	(1.012; 0.890)	(0.967; 0.876)	(0.903; 0.795)	
379_250	0.734	0.728	0.718	0.696	0.659	
	(1.062; 0.935)	(1.054; 0.927)	(1.039; 0.915)	(1.007; 0.887)	(0.954; 0.839)	
SSP	0.785	0.785	0.785	0.785	0.785	
	(0.942)	(0.942)	(0.942)	(0.942)	(0.942)	

EIS20\_20 – SMOCC-S population: The increased demographic stability of the SMOCC-N population under the "EIS20\_20" release strategy leads to an increased opportunity for population establishment in SMOCC-S, even when transfers are not explicitly included in Mexican wolf management as simulated in this set of scenarios. When the management target is 200 or 250, the probability of failing to establish a population in SMOCC-S drop to 5% to 40% at low to intermediate adult mortality rates (Figure 9). The probability of establishing a population remains low at a management target of 150. If a population were to become established in SMOCC-S, the abundance at year 100 would range from about 60 to 90 wolves at intermediate mortality rates and at a management target of 200 or 250.

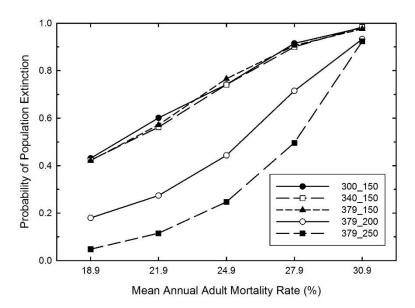


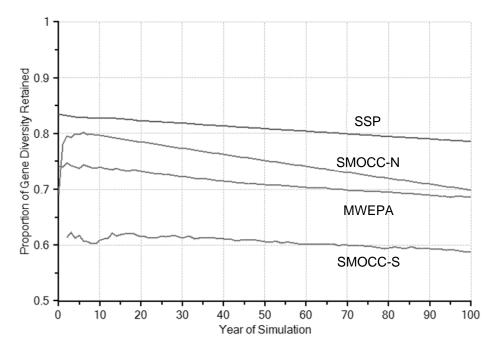
Figure 9. Extinction probabilities (proportion of simulations become extinct) for the SMOCC-S population of Mexican wolves at the end of 100-year projections as a function of mean annual adult mortality rate and for different population management targets under transfer scheme "EIS20\_20". The first value in the plot legend gives the management target for the population. MWEPA while the second value is that for the SMOCC-

Despite some level of demographic stability that may be observed in an established SMOCC-S population under the conditions or our simulations, the extent of gene diversity retention in the population remains low (Table 9). Under the smallest management target of 150 wolves and at low to intermediate adult mortality rates, the extent of GD retained relative to the final value for the SSP ranges from 70% to 74%. Increasing the management target to 200 or 250 increases final GD retention in SMOCC-S to 75% to 82% of the final SSP value.

**Table 9.** Mean gene diversity (GD, or expected heterozygosity) at the end of the 100-year simulations for the SMOCC-S population of Mexican wolves, under the range of tested annual adult mortality rates and with the "EIS20\_20" wolf transfer scheme. See legend for Table 6 for additional information on the meaning of the listed values.

Management Target	Annual Adult Mortality Rate (%)				
	18.9	21.9	24.9	27.9	30.9
300_150	0.582	0.564	0.550	0.531	0.498
	(0.741)	(0.718)	(0.701)	(0.676)	(0.634)
340_150	0.583	0.566	0.556	0.520	0.523
	(0.743)	(0.721)	(0.708)	(0.662)	(0.666)
379_150	0.580	0.570	0.557	0.520	0.518
	(0.739)	(0.726)	(0.710)	(0.662)	(0.660)
379_200	0.619	0.603	0.588	0.562	0.539
	(0.789)	(0.768)	(0.749)	(0.716)	(0.687)
379_250	0.643	0.632	0.617	0.597	0.582
	(0.819)	(0.805)	(0.786)	(0.761)	(0.741)
SSP	0.785	0.785	0.785	0.785	0.785
	(0.942)	(0.942)	(0.942)	(0.942)	(0.942)

The trajectories of average gene diversity through time among populations from a representative scenario in the "EIS20\_20" transfer scheme are shown in Figure 10. The general nature of the trajectories is similar to that shown in Figure 6 for the "000\_00" transfer scheme, with the notable exception of the SMOCC-N trajectory. When SMOCC-N receives releases from the SSP and translocations from MWEPA, the initial jump in GD following the 2016 releases is now sustained to a much greater degree compared to the scenario featuring only the 2016 releases (Figure 6). In fact, the final gene diversity value for SMOCC-N is higher than that for the MWEPA population. Notice the small gains in gene diversity in the MWEPA population in the first 20 years of the simulation, resulting from the EIS release schedule. However, the smaller size of those releases, particularly in light of the larger recipient population, yields relatively little gain to MWEPA.



**Figure 10**. Average gene diversity over time for Mexican wolf populations subject to 24.9% mean annual adult mortality and under the "EIS20\_20" transfer scheme. Management targets are set at 379 for MWEPA and 200 for SMOCC-N and SMOCC-S.

The second group of scenarios in the set feature the "EIS40\_40" strategy. Once again, MWEPA receives wolves according to the release strategy outlined in the Mexican wolf EIS across all scenarios in this group. In addition, the extent of releases and translocations to SMOCC-N is now doubled so that four pairs of wolves with pups are now released to SMOCC-N from the SSP at each release event, and four pairs with pups are now translocated from MWEPA to SMOCC-N at each translocation event. No wolves are explicitly transferred to the SMOCC-S population unit. See Table 2 for more information on the nature of these transfer strategies.

EIS40\_40 – MWEPA population: Despite the infusion of SSP wolves into the population through the EIS release strategy, the removal of 20 pairs of wolves with pups in the first ten years of the simulation leads to a further reduction in viability of the MWEPA population (Figure 11). Extinction risk is low (<0.10) only at the lowest adult mortality level (18.9%) and increases to 0.36 at the intermediate mortality rate of 24.9%. As before, the risk of MWEPA population extinction is not impacted by the size of the management target, suggesting that the removals for translocation in the early years of the simulation can set in motion a process of demographic and genetic destabilization that leads to ultimate extinction.

Extant populations reach a long-term population abundance of about 220 to 280 wolves when the management target is set to 300 to 379, respectively. The approach to this long-term abundance is slower as the larger set of removals limits growth; the abundance levels reported above are not attained until about 60 - 70 years into the simulation.

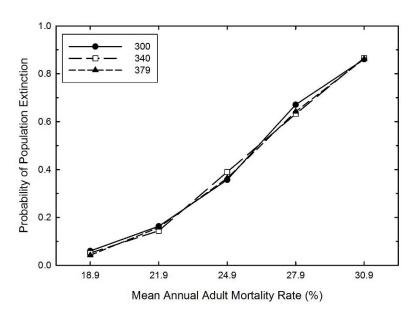


Figure 11. Extinction probabilities (proportion of simulations that become extinct) for the MWEPA population of Mexican wolves at the end of 100-year projections as a function of mean annual adult mortality rate and for different population management targets under transfer scheme "EIS40\_40".

Gene diversity in the MWEPA population does not improve relative to the less intense release strategy previously described. Retention of GD in MWEPA is 90% to 94% of the initial value for that population over the low to intermediate mortality rates tested, and across the three proposed management targets (Table 10). However, the population retains only about 85% to 88% of the gene diversity present in the SSP. Higher mortality rates result in only 85% to 88% retention relative to MWEPA original values, and 80% to 84% GD retention relative to the SSP.

**Table 10**. Mean gene diversity (GD, or expected heterozygosity) at the end of the 100-year simulations for the MWEPA population of Mexican wolves, under the range of tested annual adult mortality rates and population management targets and with the "EIS40\_40" wolf transfer scheme. See legend for Table 4 for additional information on the meaning of the listed values.

Management Target		Annual Adult Mortality Rate (%)			
	18.9	21.9	24.9	27.9	30.9
300	0.686	0.677	0.665	0.642	0.628
	(0.926; 0.874)	(0.914; 0.862)	(0.897; 0.847)	(0.866; 0.818)	(0.848; 0.800)
340	0.692	0.682	0.669	0.654	0.637
	(0.934; 0.882)	(0.920; 0.869)	(0.903; 0.852)	(0.883; 0.833)	(0.860; 0.811)
379	0.694	0.685	0.673	0.658	0.639
	(0.937; 0.884)	(0.924; 0.873)	(0.908; 0.857)	(0.888; 0.838)	(0.862; 0.814)
SSP	0.785	0.785	0.785	0.785	0.785
	(0.942)	(0.942)	(0.942)	(0.942)	(0.942)

EIS40\_40 – SMOCC-N population: Viability in the SMOCC-N population continues to improve relative to the "EIS\_20\_20" strategy as more wolves are transferred into the population, although the gains are relatively slight given the appreciable post-transfer mortality included in the models. Once again, extinction risk drops below 0.10 at larger management targets when the annual adult mortality rate increases to 27.9% (Figure 12). As before, the value of the MWEPA management target has little impact on SMOCC-N demographic performance. The population increases rapidly to a maximum mean abundance of about 180 wolves at a management target of 200 and at intermediate adult mortality levels (24.9%, but this growth is followed by the now-familiar decline over time to about 160 wolves at the end of the simulation.

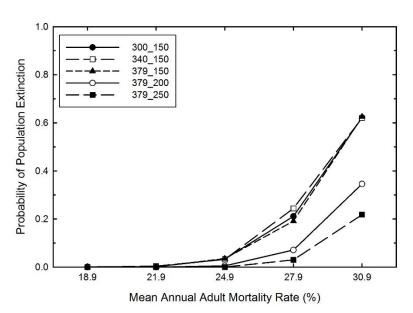


Figure 12. Extinction probabilities (proportion of simulations become extinct) for the SMOCC-N population of Mexican wolves at the end of 100-year projections as a function of mean annual adult mortality rate and for different population management targets under transfer scheme "EIS40\_40". The first value in the plot legend gives the management target for the **MWEPA** population, while second value is that for the SMOCC-

At low to intermediate adult mortality rates, final gene diversity retention ranges from 97% to 107% relative to the initial value for SMOCC-N, and from 85% to 95% relative to the final SSP value (Table 11). When the management target is at least 200 wolves, final GD relative to the final SSP value is at or above 90% for all low and intermediate adult mortality levels. The maximum GD retention relative to the final SSP value that is observed under the smallest SMOCC-N management target (150) is 89%, at the lowest adult mortality rate tested (18.9%).

**Table 11.** Mean gene diversity (GD, or expected heterozygosity) at the end of the 100-year simulations for the SMOCC-N population of Mexican wolves, under the range of tested annual adult mortality rates and population management targets, and with the "EIS40\_40" wolf transfer scheme. See legend for Table 5 for additional information on the meaning of the listed values.

Management Target		Annual Adult Mortality Rate (%)				
	18.9	21.9	24.9	27.9	30.9	
300_150	0.697	0.687	0.669	0.627	0.591	
	(1.009; 0.888)	(0.994; 0.875)	(0.968; 0.852)	(0.907; 0.799)	(0.855; 0.753)	
340_150	0.698	0.688	0.667	0.630	0.585	
	(1.010; 0.882)	(0.996; 0.876)	(0.965; 0.850)	(0.911; 0.803)	(0.847; 0.745)	
379_150	0.699	0.688	0.666	0.634	0.588	
	(1.011; 0.890)	(0.996; 0.876)	(0.964; 0.848)	(0.918; 0.808)	(0.851; 0.749)	
379_200	0.726	0.719	0.706	0.681	0.641	
	(1.051; 0.925)	(1.041; 0.906)	(1.022; 0.899)	(0.986; 0.868)	(0.928; 0.817)	
379_250	0.742	0.737	0.729	0.708	0.667	
	(1.074; 0.945)	(1.067; 0.939)	(1.055; 0.929)	(1.025; 0.902)	(0.965; 0.850)	
SSP	0.785	0.785	0.785	0.785	0.785	
	(0.942)	(0.942)	(0.942)	(0.942)	(0.942)	

EIS40\_40 – SMOCC-S population: The extinction/establishment dynamics for the SMOCC-S population are for the most part unchanged from the results of the "EIS20\_20" models, with the exception of slightly reduced extinction risks at the larger population management targets of 200 and 250 (Figure 13). With a population management target of 250, low adult mortality rates (18.9% - 21.9%) result in extinction risk (failure to establish a population) of 0.041 to 0.113. At the intermediate adult mortality rate of 24.9%, this risk increases to 0.193 - 0.443 at a management target of 250 to 200, respectively. If a population becomes established here, the population abundance at the end of the simulation ranges from 65 wolves at a management target of 150 to 160 wolves at a management target of 250.

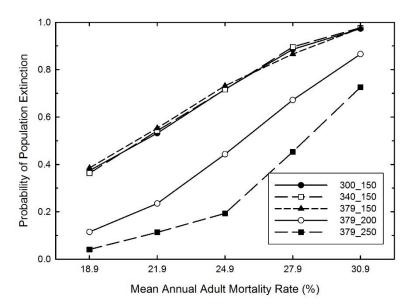


Figure 13. Extinction probabilities of simulations that (proportion become extinct) for the SMOCC-S population of Mexican wolves at the end of 100-year projections as a function of mean annual adult mortality rate and for different population management targets under transfer scheme "EIS40 40". The first value in the plot legend gives the management target for the MWEPA population, while the second value is that for the SMOCC-

Increasing the extent of transfers to the SMOCC-N population in the "EIS40\_40" strategy brings only modest improvements to gene diversity retention in the SMOCC-S population (Table 12). Under the smallest management target of 150 wolves and at low to intermediate adult mortality rates, the extent of GD retained relative to the final value for the SSP ranges from 71% to 75%. Increasing the management target to 200 or 250 increases final GD retention in SMOCC-S to 76% to 83% of the final SSP value.

**Table 12**. Mean gene diversity (GD, or expected heterozygosity) at the end of the 100-year simulations for the SMOCC-S population of Mexican wolves, under the range of tested annual adult mortality rates and with the "EIS40\_40" wolf transfer scheme. See legend for Table 6 for additional information on the meaning of the listed values.

Management Target	Annual Adult Mortality Rate (%)				
	18.9	21.9	24.9	27.9	30.9
300_150	0.585	0.574	0.560	0.549	0.541
	(0.745)	(0.731)	(0.713)	(0.699)	(0.689)
340_150	0.584	0.577	0.559	0.545	0.530
	(0.744)	(0.735)	(0.712)	(0.694)	(0.675)
379_150	0.590	0.576	0.558	0.545	0.522
	(0.752)	(0.738)	(0.711)	(0.694)	(0.665)
379_200	0.623	0.617	0.598	0.579	0.554
	(0.794)	(0.786)	(0.762)	(0.738)	(0.706)
379_250	0.651	0.641	0.625	0.609	0.588
	(0.829)	(0.817)	(0.796)	(0.776)	(0.749)
SSP	0.785	0.785	0.785	0.785	0.785
	(0.942)	(0.942)	(0.942)	(0.942)	(0.942)

### Scenario Set 3: Releases to MWEPA; Releases and Translocations to SMOCC-N and SMOCC-S

The final set of models evaluated in this report feature an "EIS22\_22" transfer strategy. This strategy is built upon the "EIS20\_20" strategy, but with the important inclusion of the release of two additional pairs with pups from the SSP and the translocation of two additional pairs with pups from MWEPA to the SMOCC-S population unit. These models are designed to explore the ability of direct transfers to the SMOCC-S unit to augment natural dispersal from SMOCC-N in order to generate a demographically and genetically viable wolf population in that habitat.

EIS22\_22 – MWEPA population: As with the "EIS40\_40" transfer strategy, the relatively high rate of wolf off-take for translocations to the Sierra Madre populations results in an increased risk of extinction in the MWEPA population, compared to models where such off-take is absent (Figure 14). The seemingly counter-intuitive result of higher risk of the largest management target at the lowest mortality rate occurs simply because of stochastic variation around low-probability events. At intermediate adult mortality rates (24.9%), the risk exceeds 0.2 for all population management targets and increases substantially under higher mortality rates. Following the pattern discussed earlier, the risk of MWEPA population extinction is not impacted by the size of the management target, suggesting that removals in the early years of the simulation are an important factor influencing later extinction risk. Long-term abundance among extant populations ranges from approximately 230 wolves under a management target of 300 to approximately 300 wolves under a management target of 379.

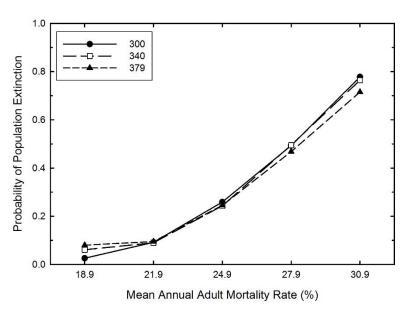


Figure 14. Extinction probabilities (proportion of simulations become extinct) for the MWEPA population of Mexican wolves at the end of 100-year projections as a function of mean annual adult mortality different rate and for population management under transfer scheme "EIS22 22".

Gene diversity retention in the MWEPA population closely follows that for the "EIS40\_40" transfer strategy. Retention of GD in MWEPA is 90% to 94% of the initial value for that population over the low to intermediate mortality rates tested, and across the three proposed management targets (Table 13). However, the population retains only about 85% to 89% of the gene diversity present in the SSP. Higher mortality rates result in only 85% to 89% retention relative to MWEPA original values, and 80% to 85% GD retention relative to the SSP.

**Table 13**. Mean gene diversity (GD, or expected heterozygosity) at the end of the 100-year simulations for the MWEPA population of Mexican wolves, under the range of tested annual adult mortality rates and population management targets and with the "EIS22\_22" wolf transfer scheme. See legend for Table 4 for additional information on the meaning of the listed values.

Management Target	Annual Adult Mortality Rate (%)				
	18.9	21.9	24.9	27.9	30.9
300	0.688	0.682	0.669	0.646	0.630
	(0.928; 0.876)	(0.920; 0.869)	(0.903; 0.852)	(0.872; 0.823)	(0.850; 0.803)
340	0.695	0.686	0.677	0.660	0.637
	(0.938; 0.885)	(0.926; 0.874)	(0.914; 0.862)	(0.891; 0.841)	(0.860; 0.811)
379	0.696	0.691	0.682	0.668	0.652
	(0.939; 0.887)	(0.933; 0.880)	(0.920; 0.869)	(0.901; 0.851)	(0.880; 0.831)
SSP	0.785	0.785	0.785	0.785	0.785
	(0.942)	(0.942)	(0.942)	(0.942)	(0.942)

EIS22 22 – SMOCC-N population: When the SMOCC-S population is targeted for releases and translocations, the SMOCC-N population appears to show a slightly lower risk of population extinction compared to the "EIS40 40" strategy described earlier (Figure 15). For example, with a SMOCC-N management target of 200 and with the largest MWEPA management target of 379, the risk of extinction to the SMOCC-N population under the "EIS22 22" population declines to 0.016 compared to 0.035 in the "EIS40 40" strategy. While this specific difference may result from stochastic variation across the set of iterations that make us this analysis, this qualitative difference is consistent across the majority of scenarios that were tested across these two transfer strategies. The slight improvement in demographic stability of the SMOCC-N population may result from occasional dispersal events of wolves from SMOCC-S into SMOCC-N throughout the duration of the simulation, acting to bolster SMOCC-N populations through time. Extant populations reach a long-term abundance of approximately 140 to 220 wolves with a population management target of 150 to 250, respectively. Under the 250 management target, the populations is able to maintain at that level but smaller management targets tend to lead to slow rates of decline in abundance to 160 or 100 wolves for management targets of 200 and 150, respectively. As discussed previously, factors playing a role in reducing reproductive output in these populations over time can lead to gradual erosion of demographic and genetic viability.

Retention of gene diversity in the SMOCC-N population under the "EIS22\_22" transfer strategy follows the results of the "EIS40\_40" analyses, with perhaps a slightly higher level of GD retention in these scenarios in the presence of occasional connectivity with SMOCC-S as it becomes established. At low to intermediate adult mortality rates, final gene diversity retention ranges from 99% to 107% relative to the initial value for SMOCC-N, and from 87% to 95% relative to the final SSP value (Table 14). When the management target is at least 200 wolves, final GD relative to the final SSP value is at or above 90% for all low and intermediate adult mortality levels. The maximum GD retention relative to the final SSP value that is observed under the smallest SMOCC-N management target (150) is 90%, at the lowest adult mortality rate tested (18.9%).

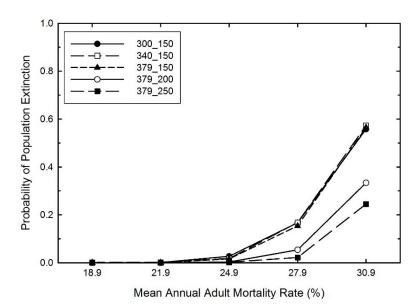


Figure 15. Extinction probabilities (proportion of simulations become extinct) for the SMOCC-N population of Mexican wolves at the end of 100-year projections as a function of mean annual mortality rate and for different population management targets under transfer scheme "EIS22 22". The first value in the plot legend gives the management target for the **MWEPA** population. while second value is that for the SMOCC-

**Table 14.** Mean gene diversity (GD, or expected heterozygosity) at the end of the 100-year simulations for the SMOCC-N population of Mexican wolves, under the range of tested annual adult mortality rates and population management targets, and with the "EIS22\_22" wolf transfer scheme. See legend for Table 5 for additional information on the meaning of the listed values.

Management Target		Annual Adult Mortality Rate (%)				
	18.9	21.9	24.9	27.9	30.9	
300_150	0.706	0.699	0.682	0.649	0.606	
	(1.022; 0.899)	(1.012; 0.890)	(0.987; 0.869)	(0.939; 0.827)	(0.877; 0.772)	
340_150	0.707	0.698	0.683	0.646	0.598	
	(1.023; 0.901)	(1.010; 0.889)	(0.988; 0.870)	(0.935; 0.823)	(0.865; 0.762)	
379_150	0.707	0.700	0.684	0.651	0.603	
	(1.023; 0.901)	(1.013; 0.892)	(0.990; 0.871)	(0.942; 0.829)	(0.873; 0.768)	
379_200	0.729	0.725	0.715	0.690	0.648	
	(1.055; 0.929)	(1.049; 0.924)	(1.035; 0.911)	(0.999; 0.879)	(0.938; 0.825)	
379_250	0.743	0.739	0.731	0.712	0.678	
	(1.075; 0.946)	(1.069; 0.941)	(1.058; 0.931)	(1.030; 0.907)	(0.981; 0.864)	
SSP	0.785	0.785	0.785	0.785	0.785	
	(0.942)	(0.942)	(0.942)	(0.942)	(0.942)	

EIS22\_22 – SMOCC-S population: When releases and translocations are implemented in the SMOCC-S population unit, the dynamics of this southernmost unit of the Mexican wolf metapopulation model begin to mirror those of the SMOCC-N population. The risks of population extinction (in the case of SMOC-S, the risk of establishment failure) for the two populations is nearly identical for the low and intermediate adult mortality rates tested here (Figure 16). At an adult mortality rate of 24.9%, SMOCC-S extinction risk is no more than 0.04 across the range of population management targets explored in this analysis. Perhaps more importantly, if the SMOCC-S population becomes established, the long-term abundance trajectories are very similar to those of the SMOCC-N population. Although the population growth rate may be slightly lower, leading to a longer time period required to reach the maximum long-term population abundance, the mean abundance for SMOCC-S is essentially identical to that for SMOCC-N.

Extending transfers to the SMOCC-S population in the "EIS22\_22" strategy brings significant improvements to gene diversity retention (Table 15). While the extent of GD retained relative to the final value for the SSP ranged from 71% to 83% across the three population management targets under conditions of low to intermediate adult mortality rates in the absence of direct releases and translocations (Table 12), GD retention under the "EIS22\_22" strategy in the SMOCC-S population increases across that same set of scenarios to a range of 85% to 93% (Table 15). Even under the highest rates of annual adult mortality tested here, GD retention relative to the final SSP value remained above 85% when the population management target was set at 250.

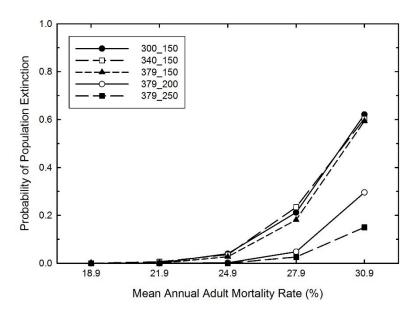
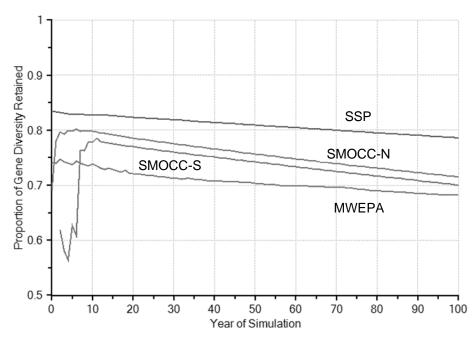


Figure 16. Extinction probabilities (proportion simulations of become extinct) for the SMOCC-S population of Mexican wolves at the end of 100-year projections as a function of mean annual adult mortality rate and for different population management targets under transfer scheme "EIS22\_22". The first value in the plot legend gives the management target for the **MWEPA** population, while the second value is that for the SMOCC-

**Table 15**. Mean gene diversity (GD, or expected heterozygosity) at the end of the 100-year simulations for the SMOCC-S population of Mexican wolves, under the range of tested annual adult mortality rates and with the "EIS22\_22" wolf transfer scheme. See legend for Table 6 for additional information on the meaning of the listed values.

Management Target		Annual Adult Mortality Rate (%)			
	18.9	21.9	24.9	27.9	30.9
300_150	0.692	0.684	0.668	0.633	0.589
	(0.882)	(0.871)	(0.851)	(0.806)	(0.750)
340_150	0.693	0.685	0.666	0.635	0.580
	(0.883)	(0.873)	(0.848)	(0.809)	(0.739)
379_150	0.693	0.685	0.667	0.630	0.587
	(0.883)	(0.873)	(0.850)	(0.803)	(0.748)
379_200	0.715	0.710	0.700	0.675	0.632
	(0.911)	(0.904)	(0.892)	(0.860)	(0.805)
379_250	0.728	0.725	0.717	0.702	0.668
	(0.927)	(0.924)	(0.913)	(0.894)	(0.851)
SSP	0.785	0.785	0.785	0.785	0.785
	(0.942)	(0.942)	(0.942)	(0.942)	(0.942)

The trajectories of average gene diversity through time among populations from a representative scenario in the "EIS22\_22" transfer scheme are shown in Figure 17. As in Figure 10 under the "EIS20\_20" transfer scheme, the increased gene diversity in SMOCC-N is plainly evident under the "EIS22\_22" transfer scheme. In addition, the dramatic gain in gene diversity in the SMOCC-S population is plainly evident. This transfer scheme feature direct releases and translocations to both Sierra Madre Occidental populations, thereby providing significant boosts to local gene diversity. The MWEPA population, receiving only the EIS-scheduled releases, does not see a similar genetic benefit; in fact, the sustained off-take of wolves from this population leads to a slightly lower level of final gene diversity compared to the "EIS20\_20" transfer scheme, and results in the lowest level of gene diversity among the three wild wolf populations.



**Figure 17**. Average gene diversity over time for Mexican wolf populations subject to 24.9% mean annual adult mortality and under the "EIS22\_22" transfer scheme. Management targets are set at 379 for MWEPA and 200 for SMOCC-N and SMOCC-S.

#### Scenario Set 4: Additional Transfer Strategy Scenarios

Based on the models discussed above, the MWEPA population was shown to experience a relatively low (0.11) risk of extinction over the 100-year simulation timeframe, and to retain a reasonable level (0.870) of gene diversity relative to the intensively managed SSP population in captivity, under an intermediate level of mean annual adult mortality (24.9%), with the "EIS20\_20" wolf transfer management scheme, and with a long-term population management target of 379 wolves Under alternative transfer schemes that placed a higher demographic burden on the MWEPA population in the form of additional removals of wolves for translocation to Mexico, model results indicated that extinction risks would increase and gene diversity retention would decline. The mean MWEPA population trajectory under the "EIS20\_20" transfer scheme and a population management target of 379 wolves revealed that the mean long-term abundance would stabilize at approximately 300 wolves, but it would require about 50 years to reach this abundance. These results stimulated further interest in identifying the management conditions – defined in terms of transfers of wolves among populations – that would lead to more robust levels of viability in the

MWEPA population and a more rapid approach to the long-term population abundance consistent with population recovery.

In light of the above discussion, this additional scenario set is designed to explore two issues of relevance to the derivation of robust recovery criteria:

- 1. The impact on demographic and genetic viability of the MWEPA through the implementation of a more aggressive initial release strategy from the SSP population; and
- 2. The consequences for time to MWEPA population recovery of modifications to the proposed transfer schedules.

The "[EISx2]20\_20" scheme with its enhanced release strategy from SSP to MWEPA is designed to address issue #1 above. Similarly, the "[EISx2]30\_10" and "[EISx2]40\_00" schemes are designed to address issue #2 above through a reduced reliance on MWEPA as a source of individuals for translocation to Mexico, instead relying on the more demographically robust SSP population for a larger number of wolves targeted for initial release into the Northern Sierra Madre Occidental population area.

MWEPA Outcomes (Table16, Figure 18): In the original "EIS20\_20" transfer scheme as described in Miller (2017), and with a mean annual adult mortality rate of 24.9%, the risk of the MWEPA population declining to extinction within the 100-year simulation timeframe was 0.11 and the extent of gene diversity retention in that population relative to that retained in the SSP was 0.872. If the population were to remain extant, it would increase in abundance at an average rate of approximately 5% per year for the first 20 years of the simulation and would ultimately equilibrate at a mean abundance of 300 wolves after 50 years.

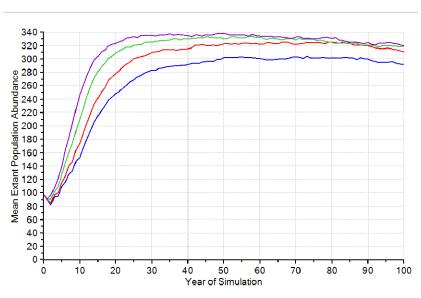
When the EIS release schedule from the SSP to the MWEPA population is doubled (transfer scheme "[EISx2]20\_20"), the risk of extinction declines to 0.032 and the length of time required to reach a population abundance of 300 wolves (chosen here arbitrarily for comparative purposes) is reduced in half to just 25 years. The mean population abundance stabilizes at 320 wolves, and the extent of gene diversity retained relative to that in the SSP also increases to just under 90%. When the number of wolves pulled from MWEPA for translocation to SMOCC-N is reduced and replaced by a larger number of wolves pulled from the SSP for initial releases to Mexico (transfer schemes "[EISx2]30\_10" and "[EISx2]40\_00"), the MWEPA population grows at a more rapid rate, achieves a larger long-term equilibrium abundance, and retains a larger proportion of gene diversity relative to that retained in the SSP.

SMOCC-N Outcomes (Table 16, Figure 19): The output metrics for SMOCC-N across these new transfer scheme scenarios show very little deviation from the "EIS20\_20" scenario used here for reference. The population demonstrates less than a 1% chance of extinction through the 100-year simulation, grows to its maximum abundance of about 175 wolves in 15 to 18 years, and retains approximately 89% to 90% of gene diversity relative to the SSP population at the end of the simulation. The SMOCC-N population displays a tendency to decline from the maximum abundance of 175 at year 15 to approximately 155 – 160 wolves by the end of the simulation, as a result of reduced litter production through slow accumulation of inbreeding depression and reduced incidence of diversionary feeding.

- EIS20\_20

**Table 16.** Output metrics for the MWEPA and SMOCC-N populations from the PVA scenarios featuring alternative transfer schemes. See accompanying text for transfer scheme definitions. Prob(Ext), probability of population extinction over 100 years; N, extant population abundance; GD(SSP)<sub>100</sub>, proportion of population gene diversity retained in the wild populations after 100 years relative to the proportion retained within the captive SSP population.

		Transfer Scheme				
	EIS20_20	[EISx2]20_20	[EISx2]30_10	[EISx2]40_00		
MWEPA	MWEPA					
Prob(Ext)	0.110	0.032	0.018	0.008		
Years to N=300	50	25	18	15		
$N_{\rm Eq}$	300	320	330	335		
$GD(SSP)_{100}$	0.872	0.897	0.900	0.900		
SMOCC-N						
Prob(Ext)	0.005	0.006	0.009	0.012		
Years to N=175	15	15	15	18		
$N_{100}$	156	154	159	156		
$GD(SSP)_{100}$	0.890	0.893	0.896	0.891		



[EISx2]20\_20 ---

-- [EISx2]30\_10 ---

[EISx2]40\_00

Figure 18. Mean MWEPA population abundance among extant iterations across alternative transfer scheme scenarios. See accompanying text for transfer scheme definitions and underlying scenario characteristics.

The consistency of results for the SMOCC-N population across these scenarios is not surprising, as the total number of pairs transferred into the population (four) remains the same. The difference across the scenarios lies in the source of these individuals: the "20\_20" scenarios have two pairs each from release and translocation, while the "30\_10" scenario has three released pairs and one translocated pair and the "40\_00" scenario features all initial releases and no translocations. The total number of effective transfers into the SMOCC-N population is lowest for the "40\_00" scenario since all individuals are transferred through initial releases with the associated low post-release survival rates presented in Table 3.

Across all new transfer schemes tested here, the SSP population remains demographically and genetically robust – even under the highest demand for wolves defined by the "[EISx2]40\_00" scenario in which 34 pairs with pups are removed from the SSP over a period of 17 years (model years 2 – 18). Under this scenario, the captive population does not increase appreciably for the first 5-6 years above its initial abundance of 214 wolves, but soon thereafter – once the primary demand for wolves to be released is relaxed – the population is able to rapidly grow to near its long-term carrying capacity of about 250 animals. Additionally, the proportion of gene diversity retained in the SSP population after 100 years remains nearly constant across the scenarios at 0.785, or approximately 94% of the diversity present in that population at the beginning of the simulation.

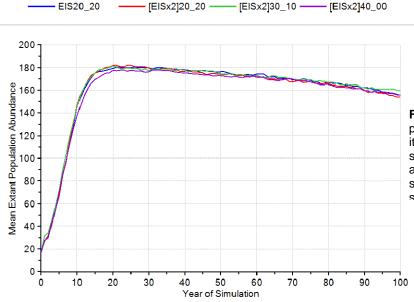
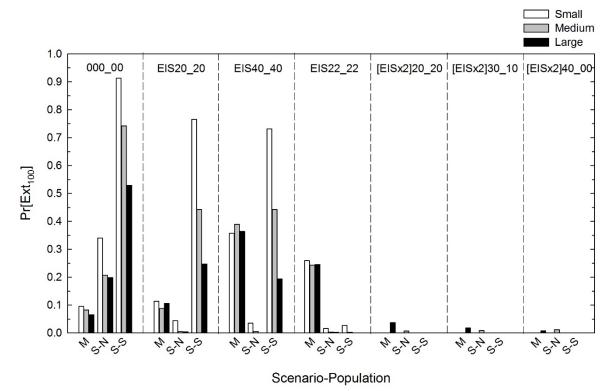


Figure 19. Mean SMOCC-N population abundance among extant iterations across alternative transfer scheme scenarios. See accompanying text for transfer scheme definitions and underlying scenario characteristics

#### Conclusions and Discussion

The population simulation model described in detail in this report, constructed using the *Vortex* modeling software framework, provides a flexible platform to explore the demographic and genetic conditions – abundance, adult mortality, population genetic structure – that could result in a viable metapopulation of Mexican wolves in the southwestern United States and northern Mexico. This model explicitly includes the captive wolf population and its full pedigree, thereby allowing us to evaluate a suite of metapopulation management alternatives featuring explicit linkage across captive and wild populations. This exploration of captive population dynamics is made possible by recent improvements to the *Vortex* software that were not available at the time of the most recent published PVA effort for Mexican wolves (Carroll et al. 2014).

Figure 20 presents a summary of extinction risk for each of the three wild wolf populations and across the full set of simulated transfer schemes, assuming for the purposes of clarity an intermediate mean annual adult mortality rate of 24.9%. Under the conditions simulation in this analysis, the increased risk to the MWEPA population as a consequence of transferring animals to Mexico is evident. The risk is greatest under the "EIS40\_40" transfer scheme, as a relatively large number of wolves – 20 pairs with pups – are removed from the population over a period of only five years. Note that while the "EIS22\_22" scheme results in the same total number of wolves being removed from MWEPA, the number of pairs removed in any one year is smaller and the total removal schedule is spread out over a longer period of time, thereby putting less demographic stress on the source population.



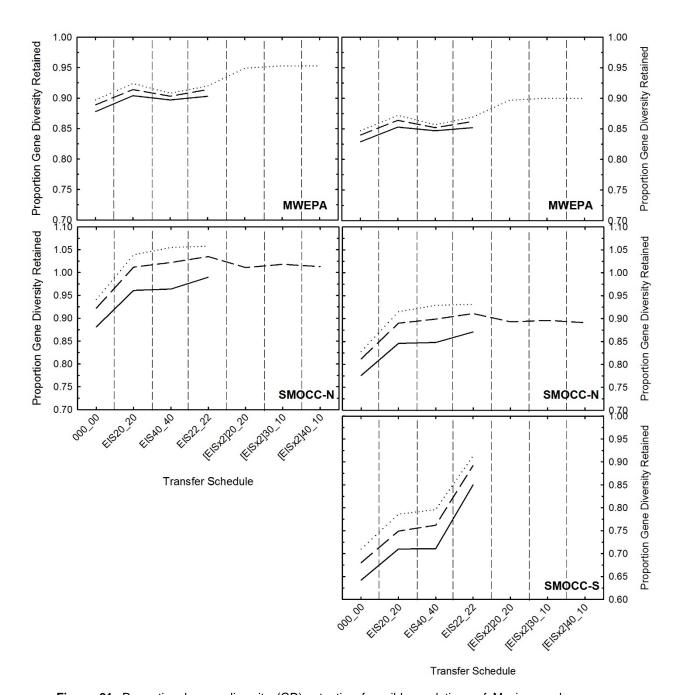
**Figure 20**. Extinction risk at 100 years for wild populations of Mexican wolves among selected PVA scenarios across each of the tested transfer schemes and featuring 24.9% mean annual adult mortality. Population designations: M, MWEPA; S-N, SMOCC-N; S-S, SMOCC-S. Population-specific management targets are designated Small (MWEPA, 300; SMOCC-N/SMOCC-S, 150), Medium (MWEPA, 340; SMOCC-N/SMOCC-S, 200), or Large (MWEPA, 379; SMOCC-N/SMOCC-S, 250). Smaller set of [EISx2] scenarios restricted to the Large and Medium management target for MWEPA and SMOCC-N, respectively.

Also clearly evident from examination of Figure 20 is the reduced extinction risk in the Sierra Madre Occidental populations in those scenarios featuring explicit transfer to those populations. The risk virtually disappears for the SMOCC-N population under all simulated transfer schemes, although population stability is more difficult to achieve in the presence of smaller management targets. Similarly, the direct addition of wolves to SMOCC-S through releases and translocations results in a dramatic reduction in risk to that population. As with its northern Mexico counterpart, long-term demographic stability in the SMOCC-S population would likely require larger population management targets, i.e., on the order of at least 200 wolves. It is also evident that the Mexico populations contribute little to the demographic or genetic viability of the MWEPA population – a consequence of the very low levels of natural connectivity between these populations across the international border. Nevertheless, the existence of the population(s) in Mexico contributes significantly to overall viability of Mexican wolves in the event of local decline or extirpation of the United States population. While specific estimates of overall metapopulation extinction risk are not reported here, it is reasonable to conclude that this risk will not be greater than the largest extinction probability reported for any of the component populations.

The summary observations for genetic diversity retention are much the same as those for demographic stability (Figure 21). More intensive transfer schemes such as the "EIS40\_40" strategy put increased genetic strain on the source MWEPA population, without providing significant added genetic benefit to the recipient SMOCC-N population. In contrast, the "EIS22\_22" scheme reduces the burden on MWEPA and leads to marked benefits to the Sierra Madre Occidental populations – particular SMOCC-S. Overall, the extent of proportional gene diversity retention for a given population is greater when comparing the population's final value to the initial value for that same population, compared to comparisons with the final value for the intensively-managed SSP population. Although these higher retention values relative to a population's initial GD value may seem appealing, the low absolute values for this metric across all wild populations do not generate the same appeal. Retaining a larger proportion of a small amount of starting material does not necessarily indicate a large measure of success. This is why it may be more appropriate to consider the retention of GD relative to that value present in the captive population, which is the source of all genetic variants among wild Mexican wolves and currently shows the highest expected gene diversity values across all populations.

The information summarized in Figures 20 and 21 comes from model scenarios that feature the best estimates for the full range of demographic parameters discussed in the Input Data sections. There is, however, uncertainty in these parameter values through inaccurate measurement, small sample sizes used to make the measurements, etc. This parametric uncertainty leads to a similar uncertainty in the prediction of demographic and genetic estimates of population viability. The PVA presented in this report does not include a full analysis of the impact of parametric uncertainty on population viability estimates. Consequently, the risk estimates reported here are likely underestimates of the true risk, although the magnitude of this effect is unknown (Bakker et al. 2009). While this issue of risk underestimation is recognized here, it is unlikely that it will significantly impact the practical application of the analyses as they are presented here.

The demographic and genetic characteristics of the MWEPA population of Mexican wolves can be improved through a more intensive effort focusing on initial releases of wolves from the SSP population, and simultaneously through a reduced reliance on using MWEPA wolves for translocations to Mexico (Scenario set 4). Extinction risk can be reduced, retention of gene diversity can be enhanced, and the time required for the population to increase to its long-term average abundance can be reduced through this intensive management option. The SMOCC-N population remains capable of growing to its specific management-mediated abundance in a manner very similar to that discussed in detail in the original PVA report.



**Figure 21.** Proportional gene diversity (GD) retention for wild populations of Mexican wolves among selected PVA scenarios across each of the transfer schemes addressed in this analysis, and featuring 24.9% mean annual adult mortality. Lines within each plot refer to alternative population management targets: Small (solid line), Medium (dashed line) or Large (dotted line) (See Figure 20 legend for management target definitions). Panels on the left show final (year 100) gene diversity retention proportional to the starting value for that population at year 1, while panels on the right show final retention relative to the final GD value for the SSP. Smaller set of [EISx2] scenarios restricted to the Large and Medium management target for MWEPA and SMOCC-N, respectively.

Across all simulations presented here, the SSP population can be easily maintained at the specified "carrying capacity" of about 255 wolves, defined in the context of captive population management by the number of available spaces across zoological institutions housing Mexican wolves. Although the demographic stability of the captive population is not in question on the basis of this analysis, the genetic viability of that population could perhaps be improved by either improving reproductive success among selected breeding pairs or by increasing the number of available spaces for more adult pairs. This general management recommendation is also discussed in more detail by Mechak et al. (2016).

Under the complex set of conditions portrayed in this modeling effort, the MWEPA wolf population in the United States can grow in abundance to designated management target levels as long as annual adult mortality rates are below 25%. If further wolf releases from the SSP are discontinued, resulting in effective isolation of this population into the future, demographic and genetic processes can work together to destabilize the population and inhibit its continued growth. This destabilizing force can also be strengthened if wolves are removed from MWEPA in the near future – before the population is able to grow to some designated management target – and translocated to the existing SMOCC-N population or the new SMOCC-S population unit. Of course, the value of using these wolves to augment existing populations or help to create new populations cannot be argued. However, the intensity and (perhaps more importantly) the timing of these removals from MWEPA for translocation need to be considered so that the viability of this valuable source population is retained.

Both demographic and genetic viability of the MWEPA population is improved through releases of wolves into this population from the SSP. The results of the PVA reported here indicate that it is difficult to retain relatively high levels (e.g., at least 90%) of population-level gene diversity in MWEPA relative to the SSP, even if the risk of the MWEPA population declining to extinction is very low. This suggests that the current release schedule laid out in the Mexican Wolf EIS may be insufficient to adequately bolster the genetic integrity of the MWEPA. Under the conditions simulated in this analysis, the transfer schedule laid out in the EIS specifies a total of seven pairs and associated pups. Our modeling effort therefore removed 14 adults and 21 pups from the SSP population. However, because of the documented levels of post-release mortality discussed in this report (see Table 3 page 16), only four adults and 10.4 pups survive after release to the next breeding cycle. The pups will have another round of mortality before they are recruited into the adult stage; hence, a total of seven pups survive after release to adulthood, meaning that a grand total of eleven adults are added to the MWEPA population from 35 wolves released from the SSP. If this effective number of adults added to MWEPA through releases were, for example, doubled to 22 wolves, the genetic benefit may be substantial. Preliminary analysis of this scenario (not reported in detail here) suggests just such an outcome. Interpretation of these types of results is critically dependent on the threshold by which genetic integrity will be judged, but the general concept remains highly relevant. An alternative to increasing the number of wolves released from the SSP is to increase the survival of the same number of animals immediately following release, so that a specified target of effective releases can be achieved. Careful consideration must be given to the relative costs and benefits of each alternative before changes to management activities are recommended.

Long-term management of the MWEPA population involves removing wolves from the landscape when the population is at or near the designed management target. Simulation of this management activity in the current PVA may not be as flexible or as nuanced as what may be undertaken in reality, as decisions may be made in the presence of a broader range of information than what is being considered here. Nevertheless, it may be instructive to briefly explore the extent of removals required to maintain a population at a designated management target. Assuming a mean annual adult mortality rate of 24.9% in MWEPA, and under the "EIS20\_20" transfer scheme, our model suggests that an average of no more than approximately 24 to 36 wolves would need to be removed in a given year to keep the wolf population at the management target of 379 to 300, respectively. The larger number of wolves removed at the smaller management target is a by-product of that population reaching that target earlier in the 100-year

projection (on the order of 20 years) compared to those simulations with a larger management target (approximately 40 years). As time progresses through the simulation and longer-term population growth rates are expected to decline through processes discussed earlier, the rate of removal declines.

The wolf population currently occupying the northern portions of the Sierra Madre Occidental is likely to benefit significantly from the recent 2016 releases of wolves from the SSP. The extent of genetic variation now in this population is predicted to be higher than that currently within the MWEPA population; however, that diversity is likely to erode more quickly as inbreeding and genetic drift act to eliminate genetic variation in the smaller SMOCC-N population. Given our depiction of metapopulation connectivity, the northern Sierra Madre wolf population receives individuals only very occasionally from MWEPA – almost certainly less frequently than the desired rate of at least 1-2 effective (breeding) migrants per generation discussed by Carroll et al. (2014) that would ameliorate many genetic problems associated with small populations. Therefore, it is likely that the SMOCC-N population's future viability will depend at least in the near term on continued releases from the SSP and, if considered appropriate, on translocations from MWEPA. Once the SMOCC-N population begins to grow to a more stable abundance, it can serve as a more reliable source of dispersers to the SMOCC-S population unit. The actual capacity for wolves to successfully disperse southward is still up for debate, but members of the PVA Development Team with expertise in this area are confident that the probability of successful dispersal between the two Sierra Madre Occidental population units is markedly greater than that across the US – Mexico border.

In the absence of explicit releases from the SSP or translocations from MWEPA, the SMOCC-S population unit has a very low probability of supporting a wolf population at reasonable levels of adult mortality. Even if wolves colonize the area in our simulations, the number of individuals is not consistent with typically acceptable levels of demographic or genetic viability. This is true even when the SMOCC-N population is augmented through releases and translocations, although the prospects for population establishment begin to increase as a larger northern Sierra Madre Occidental population produces more dispersing individuals through time. On the other hand, the prospects for population establishment increase greatly when releases and translocations become an active component of management for this southern population. Under more favorable conditions – a larger management target and reasonable levels of adult mortality – the SMOCC-S population can demonstrate similar growth dynamics to its northern Mexico counterpart. Wolf abundance can approach the designated management target, and retention of gene diversity (measured as a proportion of that measured in the SSP) is at a level comparable to that expected for the SMOCC-N population. This outcome can have major implications for the long-term conservation and recovery of Mexican wolves in the wild. To reiterate, however, it is important to consider the full suite of costs and benefits to one or more complementary components of the Mexican wolf wild and captive metapopulation before implementing transfers to both wolf populations in Mexico.

## Acknowledgements

Many thanks to the Mexican Wolf PVA Development Team and many other professionals who participated in this latest modeling effort, dating back to December 2015. Extra thanks go to Rich Fredrickson for his special level of dedication to this project and for his support in resurrecting the original *Vortex*-based simulation model, which forms the foundation of this current effort.

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#### References

- Adams, L.G., R.O. Stephenson, B.W. Dale, R.T. Ahgook, and D.J. Demma. 2008. Population dynamics and harvest characteristics of wolves in the Central Brooks Range, Alaska. *Wildlife Monographs* **170**:1-25.
- Almberg, E.S., P.C. Cross, and D.W. Smith. 2010. Persistence of canine distemper virus in the Greater Yellowstone ecosystem's carnivore community. *Ecological Applications* **20**: 2058–2074.
- Bakker, V.J., D.F. Doak, G.W. Roemer, D.K. Garcelon, T.J. Coonan, S.A. Morrison, C. Lynch, K. Ralls, and R. Shaw. 2009. Incorporating ecological drivers and uncertainty into a demographic population viability analysis for the island fox. *Ecological Monographs* **79**:77-108.
- Beissinger, S. and D. McCullough (Eds.). 2002. *Population Viability Analysis*. Chicago, IL, USA: University of Chicago Press.
- Carroll, C., R. Fredrickson, and R.C. Lacy. 2014. Developing metapopulation connectivity criteria from genetic and habitat data to recover the endangered Mexican wolf. *Conservation Biology* **28**:76-86.
- Doak, D.F., G.K. Himes Boor, V.J. Bakker, W.F. Morris, A. Louthan, S.A. Morrison, A. Stanley, and L.B. Crowder. 2015. Recommendations for improving recovery criteria under the US Endangered Species Act. *Bioscience* **65**:189-199.
- Ellner, S.P., J. Fieberg, D. Ludwig, and C. Wilcox. 2002. Precision in population viability analysis. *Conservation Biology* 16:258–261.
- Fredrickson, R.J., P. Siminski, M. Woolf, and P.W. Hedrick. 2007. Genetic rescue and inbreeding depression in Mexican wolves. *Proc. Royal Society Series B* **274**:2365-2371.
- Fuller, T.K., L.D. Mech, and J.F. Cochrane. 2003. Wolf population dynamics. Pages 161-191 in: Mech, L.D., and L. Boitani (Eds.). *Wolves: Behavior, Ecology and Conservation*. Chicago, IL, USA: University of Chicago Press.
- Hamlin, K. L., J. A. Cunningham, and K. Alt. 2009. Monitoring and assessment of wolf-ungulate interactions and population trends within the Greater Yellowstone Area, southwestern Montana, and Montana statewide, final report. Montana Fish, Wildlife & Parks, Helena, MT.
- Hebblewhite, M. 2013. Consequences of ratio-dependent predation by wolves for elk population dynamics. *Population Ecology*: Published online. DOI 10.1007/s10144-013-0384-3.
- Hedrick, P.W., P.S. Miller, E. Geffen, and R. Wayne. 1997. Genetic evaluation of the three captive Mexican wolf lineages. *Zoo Biology* **16**:47-69.
- Lacy, R.C. and J.P. Pollak. 2017. *Vortex: A Stochastic Simulation of the Extinction Process*. Version 10.2.6. Brookfield, IL, USA: Chicago Zoological Society.
- Lotts, K.C., T.A. Waite, and J.A. Vucetich. 2004. Reliability of absolute and relative predictions of population persistence based on time series. *Conservation Biology* 18:1–9.
- Ludwig, D. 1999. Is it meaningful to estimate a probability of extinction? *Ecology* 80:298–310.
- Martínez-Meyer, E., A. González-Bernal, J.A. Velasco, T.L. Swetnams, Z.Y. González, and J. Servín. 2017. Mexican wolf habitat suitability analysis in historical range in the Southwestern U.S. and Mexico. Report to the U.S. Fish and Wildlife Service.
- Mechak, L., P. Siminski, J. Kiseda, and K. Bauman. 2016. Mexican Gray Wolf (*Canis lupus baileyi*) AZA Animal Program Population Viability Analysis Report. The Association of Zoos and Aquariums.
- Reed, J.M., L.S. Mills, J.B. Dunning Jr., E.S. Menges, K.S. McKelvey, R. Frye, S.R. Beissinger, M.-C. Anstett, and P.S. Miller. 2002. Emerging issues in population viability analysis. *Conservation Biology* 16:7–19.
- Smith, D. W., E.E. Bangs, J.O. Oakleaf, C. Mack, J. Fontaine, D. Boyd, M. Jimenez, D.H. Pletscher, C.C. Niemeyer, T.J. Meier, D.R. Stahler, J. Holyan, V. Asher, and S.L. Murray. 2010. Survival of colonizing wolves in the northern Rocky Mountains of the United States 1982–2004. *Journal of Wildlife Management* 74:620–634.

- U.S. Fish and Wildlife Service. 2014. Proposed Revision to the Regulations for the Nonessential Experimental Population of the Mexican Wolf (*Canis lupus baileyi*). Final Environmental Impact Statement.
- Vucetich, J. A., M. Hebblewhite, D. W. Smith, R. O. Peterson. 2011. Predicting prey population dynamics from kill rate, predation rate and predator-prey ratios in three wolf-ungulate systems. *Journal of Animal Ecology* 80:1236-1245.

# Appendix A.

# Estimation of the Mean Pairing Rate among Wild Mexican Wolves<sup>1</sup>

Prepared By: John Oakleaf, U.S. Fish and Wildlife Service.

Date: 19 October, 2016 and 25 January, 2017

#### **Methods**

#### Method 1: Direct observation

Direct observations of paired status were made on radio-collared females only, which likely biases the data towards a higher proportion of females reproducing because the Interagency field Team tries to capture and maintain collars on breeding adults but not necessarily on one- or two-year-old animals with a pack. Data from 1998 – 2000 were censored due to sample size constraints. Only animals that made it to two years of age in a given year were considered. This may also result in an upward bias because those 1.5-year-old individuals that could pair up in the winter but died prior to reaching 1 April in a given year. Finally, all wolves that were released during the previous four months before observation were not included in the analysis. The data considered for analysis are summarized in Table A-1.

**Table A-1**. Paired status of adult (age-2+) female Mexican wolves in the MWEPA population, 2001 – 2015.

population, 2001	2010.		
Year	Adult Females	Number Paired	Proportion Paired
2001	8	5	0.63
2002	9	6	0.67
2003	9	9	1.00
2004	10	8	0.80
2005	9	7	0.78
2006	9	8	0.89
2007	8	8	1.00
2008	8	6	0.75
2009	13	10	0.77
2010	10	10	1.00
2011	11	9	0.82
2012	10	10	1.00
2013	7	7	1.00
2014	5	5	1.00
2015	5	5	1.00
Total	131	113	0.863

The mean proportion of adult females Mexican wolves in a paired status over the period of observation was estimated across the total dataset to be 0.863. This estimate may be biased high because of the following issues:

<sup>&</sup>lt;sup>1</sup> Sections of the larger report relevant to model input reproduced here for clarity.

- 1. Collared animals only were utilized, which should bias the data towards higher proportion of females reproducing because the Interagency Field Team attempted to capture and maintain collars on breeding adults but not necessarily one or two year old animals with a pack.
- 2. Only females that made it to 2 years old in a given year were utilized, which may bias the data slightly higher because we are not considering all of the short two year old's (1.5 year old) that could pair up in the winter but died prior to reaching 4/1 of a given year.
- 3. Animals were censured that were released during the previous four months to remove potential bias associated with released animals and adaptation to the wild.

#### Method 2: Indirect estimation

As an alternative approach to using only radio-collared females and whether individuals female where paired at the start of breeding season (recognized as biased high), we attempted to estimate the number of females (1+ years old) in the entire population at time t compared to the number of pairs at time t1 over the period 2007 - 2016. We accomplished this by:

- (1) Using the number of animals in collared packs that were not pups (1+ years old) at the time of the end of year count (Nov-Jan) and applying a 50:50 (m:f) sex ratio to estimate the number of females available to breed in the population at time t-1.
- (2) Dividing the number of pairs present at the start of time t plus any pairs that formed prior to breading season by the estimated number of adult females from 1 above (Table 2).

The data obtained through this method are summarized in Table A-2.

**Table A-2.** Paired status of adult (age-2+) female Mexican wolves in the MWEPA population, 2007 – 2016.

population, 2001	2010.		
Year	Adult Females	Number Paired	Proportion Paired
2007	13.5	10	0.741
2008	15.5	12	0.774
2009	16	9	0.563
2010	12	10	0.833
2011	12	8	0.667
2012	16	13	0.813
2013	19.5	14	0.718
2014	25.5	16	0.628
2015	27.5	18	0.655
2016	31.5	20	0.635
Total	189	130	0.688

These data yield a 10-year average pairing rate of 0.688.

Similar to the radio collar data, these data come with potential biases:

- 1. Uncollared packs that were documented in the count data were excluded from both the number of pairs and the number of females because an appropriate breakdown of the number of animals 1+ year old was not available. This should not have a net impact, or at the most a negligible downward bias of pairing rates.
- 2. Single uncollared animals were included as >1 both on and off Reservations for 2016 and 2015 where data was available. The number of single uncollared animals on the reservations for other years was pooled with uncollared groups on the reservations and thus all single

- uncollared animals on the reservation were excluded for 2014 to 2007. Slight upward bias of pairing rates.
- 3. The assumption is that females and males are produced and survive at the same rate. This is the same assumption by *Vortex*. However, it appears that there is an overabundance of males and fewer females in the Mexican wolf population based on dispersal and pairing patterns of collared animals (females generally disperse shorter distances and for shorter time periods in dispersal status). This would result in a downward bias of pairing rates, but depending on *Vortex* assumptions this could be consistent with the model parameterization.

As a way to utilize both of these datasets, the decision was made by the Mexican Wolf PVA Development Team to use the average result from the two methods discussed above. This yields a mean pairing rate of 0.78.

# Appendix B.

# Analysis of Independent Variables Impacts on the Probability of Live Birth and Detection in Wild Mexican Wolves in Arizona and New Mexico<sup>2</sup>

Prepared By: John Oakleaf and Maggie Dwire, U.S. Fish and Wildlife Service.

Date: 16 September, 2016

#### Methods

## Population Monitoring and Pup Counts

The Mexican Wolf Interagency Field Team (IFT) implemented varied methods of population monitoring and pup counts during the duration of our study. Initially (1998-2004), the IFT determined population estimates and pup counts using non-invasive methods such as howling surveys, tracks and scats, and visual observations during aerial (fixed wing) and ground radiotelemetry. Visual observations were collected opportunistically through the least intrusive methods possible and we avoided any disturbance of den areas. Pups were born from early April to late May and were counted post-emergence from the den (> 6 weeks of age) whenever opportunity allowed. During the initial time period, the Mexican wolf population was generally below 50 animals and consistent field efforts allowed for pack composition to be monitored.

In more recent years (2005-2014), the IFT incorporated helicopter counts in January or early February to verify and collect additional population information. In addition, the IFT implemented more aggressive methods to document reproduction earlier in the year due to concerns about reproduction and recruitment. Ultimately, the IFT incorporated the increased use of remote cameras, earlier observations in and at den sites, and trapping for younger pups (2009-2014). Because of the variability in methods used from 1998-2014, we incorporated a structural dummy variable for early (1998-2004), middle (2005-2008), and late (2009-2014) count methodology to evaluate and control for these evolving methodologies, if necessary. Regardless of the count methodologies, each year the IFT conducted a year-end population survey which resulted in a minimum population count for that year. The minimum population count incorporated the total number of collared wolves, uncollared wolves, and pups, documented as close to December 31 of the given year as possible.

We assessed if a pair of wolves that were together during the breeding season produced detectable pups (probability of detection of live pups). We assessed this based on whether pups were ever documented during the year. Although some pairs may have produced pups that died prior to detection, the IFT was successful in documenting pups in the majority of pairs that had the potential to produce pups (78%, n = 104 out of 134 pairs). Thus, documenting pups was utilized as a dependent variable in an analysis (probability of detecting live pups). This analysis was necessary because Appendix C excludes packs where pups were not documented. Thus, Appendix C was utilized to describe the number of pups that would be detected, while this analysis was utilized to describe whether packs had detectable litters or not.

#### Statistical Methodology

<sup>&</sup>lt;sup>2</sup> Sections of the larger report relevant to model input reproduced here for clarity.

We used general linear mixed models with a binomial distribution for the dependent variables of probability of live birth and probability of detecting live pups. The random effect was individual female producing litters. We developed a complete set of candidate models from the independent variables (Table B-1). Thus, the number of models was equivalent (balanced) between independent variables, with the exception of models that were removed from consideration because of uninformative variables (Arnold 2010). We did not simultaneously model independent variables that were correlated (e.g., Pearson's r < 0.7) and removed models with uninformative variables (Burnham and Anderson 2002, Arnold 2010) from the set of candidate models. Uninformative variables were considered as any variable that when added to the model did not reduce AIC values (i.e., AIC values for a model with variables A+B was  $\leq$  AIC values for a model with variables A+B+C, or A+B+D). We used information-theoretic methods (i.e.,  $\Delta$ AIC) to quantify the strength of the remaining models (Burnham and Anderson 2002). We tested quadratic, cubic, and age classes for Dam Age or Sire Age, if retained, because the relationship was considered non-linear a priori. Specifically, young ( $\leq$  3 years of age) and old ( $\geq$  9 years of age) wolves were thought to be less successful than prime-aged (4-8) wolves.

We censored pairs that either bred or produced pups in captivity prior to release into the wild from the dataset. We also censored pairs that did not contain a complete suite of data for both the genetic and environmental variables. The primary reason for incomplete data was because one of the breeding animals was unknown, thus several genetic and environmental variables were unknown. By only using pairs with complete suite of independent variables, direct comparison between models was possible.

#### **Results and Discussion**

Because of censoring and restricting the data set, the analyses were conducted on 115 pair years of reproduction. The probability of detecting live pups included zeros in instances when pairs failed to show denning behavior, indicative of no reproduction, and early mortality of the entire litter of pups prior to observation. Overall, 89 pairs were documented with pups and 26 were not (77%), which was proportionally similar to the larger data set that was not restricted due to missing independent variables. The top models included both the age of the dam and the inbreeding coefficient of either the pups or the sire (note: sire and pup inbreeding coefficients were approaching correlation levels of concern, r = 0.658). Categorizing dam age appeared to fit the data the best for the curvilinear relationship (Table B-2). The curvilinear relationship was indicative of younger and older aged dams failed to have pups or the pups failed to survive to an age where they could be documented by field personnel at higher rate than prime age classes (Figure B-1 and B-2). Overall, an increase of 0.1 in the pup inbreeding coefficient resulted in decrease of 0.05 to 0.20 in the probability of detecting pups depending on the age class of the dam (Figure B-3).

Inbreeding may be impacting early survival or production of pups. These analyses may help elucidate the findings of previous analyses (Appendix C) where the impact of including 0's in litter size models tended to result in greater potential impacts of inbreeding on the maximum number of pups documented alive in a pack.

### References

Arnold, T. 2010. Uninformative parameters and model selection using Akaike's Information Criteria. *Journal of Wildlife Management* **74**:1175-1178.

Burnham, K. P., and D. Anderson. 2002. Model selection and multi-model inference. Second edition. Spring-Verlag, New York, New York, USA

**Table B-1**. Description of independent variables used in logistic and generalized linear models for Mexican wolf pup production in Arizona and New Mexico. Classes included demographic variables, genetic, environmental, and

structural variables. Structural and demographic variables were included in models initially to control for spurious results from genetic and environmental models. Environmental models include variables that could be associated with a pack of wolves' ability to acquire prey.

Variable Name	Variable Class	Description of Variable (When Necessary)
Count Method	Structural	Dummy variable designed to account for varying counting methodologies during the course of the study. Three time periods were coded (1998 -2004, 2005-2008, and 2009-2014).
Management Actions	Structural	Binomial variable that determined if management actions such a releases, removals, or translocations occurred during the year.
No. Years Pair Produced Pups	Demographic	Number of consecutive years that the same pair had produced pups.
Age of Dam/Sire	Demographic	Age of the breeding female and male within a pack.
Dam/Sire/Pups Inbreeding Coefficient	Genetic	Inbreeding coefficient of the breeding female, breeding male and pups produced within a pack. Based on pedigree analysis.
Dam/Sire/Pups Lineage	Genetic	Categorical variables that describes the lineages present within the breeding female, breeding male, and pups produced within a pack. Categories include MB (McBride lineage), MB-GR (McBride-Ghost Ranch cross), MB-AR (McBride-Aragon cross), and Tri (tri-lineage crosses).
Dam/Sire/Pups Percent McBride	Genetic	Percentage of genetic makeup from the McBride lineage in the breeding female, breeding male, and pups produced within a pack. Percent of other lineages were not included because they were negatively correlated with percent McBride.
Dam/Sire Years in Captivity	Environmental	Number of years that the breeding female and male spent in captivity at the time of whelping.
Dam/Sire Months in the wild	Environmental	Number of months that the breeding female and male spent in the wild at the time of whelping
Dam/Sire Proportion of Life in the Wild	Environmental	Proportion of life that the breeding female and male spent in the wild at the time of whelping
No. of Adults in the Pack	Environmental	Number of adults (including yearlings) present in the pack.

Table B-1. (cont.)

Variable Name	Variable Class	Description of Variable (When Necessary)
Helpers Present	Environmental	Coded as a 1 or 0 based on if non-breeding adult wolves (including yearlings) were present in the pack.
Supplemental Feeding	Environmental	Whether supplemental food was provided or not to a pack to either prevent depredations or assist in the transition of wolves to the wild following an initial release or translocation.
No. Years in Territory	Environmental	Number of continuous years of occupancy of a territory by at least one member of the breeding pair. We maintained time through transition of breeding pairs as long as an individual breeding wolf was with another that had occupied the territory for the previous period of time.

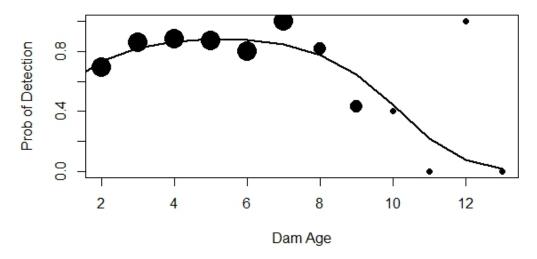
**Table B-2.** Competing logistic regression models for probability of detecting Mexican wolf pups in New Mexico and Arizona. The sample consisted of 89 pairs that with documented pups (visual observation or howling) and 26 pairs without documented pups. Models with uninformative parameters were excluded from the table. All models included a constant.

Model	AIC <sub>c</sub> Value	$\Delta AIC_c$	$w_i$
CATEGORIZED AGE DAM+INBREEDING COEFFICIENT FOR PUPS	109.565	0	0.536
CATEGORIZED AGE DAM+INBREEDING COEFFICIENT FOR SIRE	110.421	0.856	0.349
CATEGORIZED AGE DAM	112.664	3.099	0.114
AGE DAM	121.959	N/A <sup>1</sup>	N/A <sup>1</sup>
MONTHS IN WILD DAM	123.552	13.987	<0.001
INBREEDING COEFFICIENT FOR PUPS	123.940	14.375	<0.001
MONTHS IN WILD SIRE	124.834	15.269	<0.001
INBREEDING COEFFICIENT FOR SIRE	125.619	16.054	<0.001
CONSTANT ONLY	126.885	17.320	<0.001

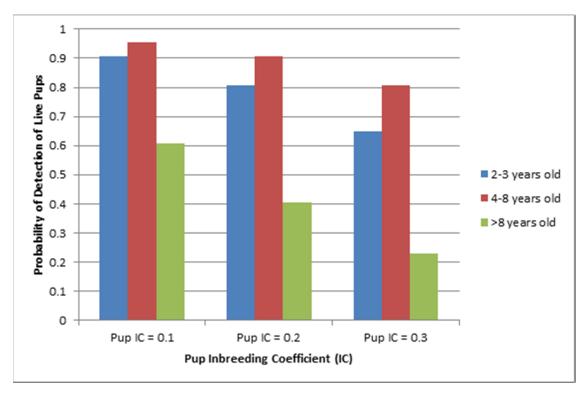
<sup>&</sup>lt;sup>1</sup> We only show the best non-linear form of AGE DAM. We attempted a categorized version for wolves ≤ 3, 4-8, and ≥ 9, AGE DAM SQUARED, AGE DAM + AGE DAM SQUARED, AGE DAM CUBED, and AGE DAM + AGE DAM CUBED. We used AGE DAM CUBED in all subsequent model efforts and only utilized AGE DAM CUBED in calculation of  $\Delta$ AIC<sub>c</sub> and  $w_i$ .

**Table B-3**. Relevant model information for the top model in table 2.

Parameter Estimates						
Parameter	Estimate	Standard Error	z	p-Value	95% Confidence Interval	
				p-value	Lower	Upper
CONSTANT	1.266	0.984	1.287	0.198	-0.662	3.193
GROUPED_AGE_DAM_1	1.819	0.706	2.578	0.010	0.436	3.203
GROUPED_AGE_DAM_2	2.645	0.656	4.034	0.000	1.360	3.930
IC_PUPS	-8.255	3.775	-2.187	0.029	-15.653	-0.857



**Figure B-1**. Model results and data comparing probability of documenting live pups versus dam + dam age squared (the best linear representation of the relationship). Circles are scaled with larger circles representing a larger sample size at a particular age.



**Figure B-2**. A comparison of the probability of detection of live pups across the age of the reproducing dam in the pair and various pup inbreeding coefficients, using the regression results from Table B-5.

## Appendix C.

# Analysis of Inbreeding Effects on Maximum Pup Count in Wild Mexican Wolves<sup>3</sup>

Prepared By: Matthew Clement, Arizona Game and Fish Department (AZGFD) and Mason Cline, New Mexico Department of Game and Fish (NMDGF)

Date: 9 September, 2016

#### Introduction

Recovery planning for the Mexican wolf has included discussion of the effects of inbreeding depression on demographic parameters such as pup production. An analysis of wild litters produced from 1998 to 2006 indicated a negative association between pup Inbreeding Coefficient (*f*) and Maximum Pup Count (Fredrickson et al. 2007), but analysis of wild litters from 1998 to 2014 found no such relationship (Clement and Cline 2016). Therefore, our goal in this analysis was to revisit the analysis of wild litters, considering the effect of inbreeding in the dam and the pups on Maximum Pup Count.

#### Methods

We fit several models, described below, in support of our goals. In each case, the response variable was the Maximum Pup Count, as measured by counts of pups in each litter at various times from whelping through December of their birth year. To inform *Vortex* models of Mexican wolf population viability, wolf pairings that did not result in any detected pups were not used in the analysis of inbreeding effects, i.e., only non-zero litter sizes were included in the analysis. The portion of paired wolves that successfully have at least 1 detected pup will be modeled separately in *Vortex*. We analyzed the data with a Poisson-distributed generalized linear mixed-effects model (GLMM, McCulloch et al. 2008). We used mixed-effects models to account for non-independence of litters that come from the same parents. Either Poisson or negative binomial models may be appropriate for non-negative integer data. The negative binomial would be preferred if the variance of Maximum Pup Counts was significantly larger than the mean, but because the variance and mean were similar, we opted for the more parsimonious Poisson distribution.

Our primary research questions focused on the effect of inbreeding, so we initially included pup f, dam f, and sire f as covariates in our models. We also considered additional relevant covariates that might affect reproductive success. For wild populations, these included supplemental feeding, age of the dam, the presence of helpers, and the number of years in a territory. For captive populations, these included whether the dam had prior litters, the number of prior litters, the country of residence, and the age of the dam. We introduced non-correlated covariates (Pearson's  $r^2 < 0.5$ ) sequentially and used Likelihood Ratio Tests (LRT) to determine if they should be retained in the best supported model.

We fit models to different time periods. We analyzed data from the early time period for both captive (1999 to 2005) and wild populations (1998 to 2006) for comparison with Fredrickson et al. (2007). To maximize the size of the data set, we also analyzed the entire time period for both captive (1999 to 2015) and wild (1998 to 2014) populations. For the wild population, we also analyzed subsets of the data that might represent more reliable counts of pups. In particular, as the recovery program matured, survey

<sup>&</sup>lt;sup>3</sup> Sections of the larger report relevant to model input reproduced here for clarity.

protocols evolved, so that an analysis of counts may partially reflect changes in methodology, rather than the biological process of interest. To deal with this issue, we analyzed wild data from 2009 to 2014, a period with relatively constant survey methods (J. Oakleaf, USFWS, Pers. Comm., 2016). Second, we analyzed counts from 1998 to 2014 that were obtained within six weeks of whelping, which we assumed were closest to the true litter size. These data contained no repeated measures, so we excluded random effects from the model.

#### **Results**

As one component of our analysis (full results not shown here), we considered the full time period of data availability (1998 to 2014). In this case, the best supported model included the effects of diversionary feeding, and a quadratic effect of dam age, but no significant inbreeding effects. Maximum Pup Count increased with supplemental feeding, and was highest for dams aged 6.2 years, and lower for younger or older dams. Although the LRT indicated no significant effect of inbreeding, we estimated that increasing pup f from 0.1 to 0.2 for six year old dams not receiving diversionary feeding decreased Maximum Pup Count by 0.01 pups (Table C-1, Figure C-1).

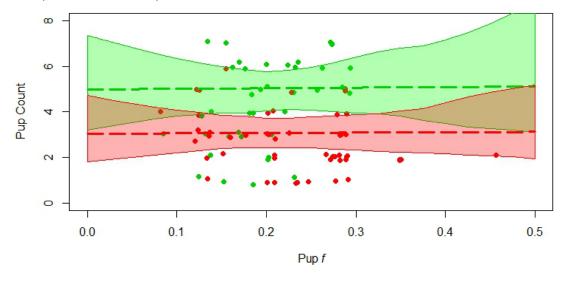
#### References

- Clement M, and M. Cline. 2016. Analysis of inbreeding effects on maximum pup count and recruitment in Mexican wolves, unpublished.
- Fredrickson R.J., P. Siminski, M. Woolf, and P.W. Hedrick. 2007 Genetic rescue and inbreeding depression in Mexican wolves. *Proceedings of the Royal Society B* **274**:2365-2371.
- McCulloch C.E., S.R. Searle, M. Woolf, and J.M. Neuhaus. 2008. *Generalized, Linear, and Mixed Models*, 2<sup>nd</sup> ed. John Wiley and Sons, Hoboken, NJ.

**Table C-1**. Results of Poisson-distributed generalized linear mixed-effects model of litter size in wild Mexican wolves, 1998 – 2014.

			•	•	
	Estimate	Std. Error	z val ue	Pr(> z )	
(Intercept)	1. 09370	0. 22845	4. 787	1.69e-06	***
I c_Pups	0. 05108	0. 88744	0. 058	0. 9541	
Supp_Food1or0	0. 49408	0. 11908	4. 149	3.34e-05	* * *
Age_Dam. sc	0. 09685	0.06474	1. 496	0. 1347	
Age_Dam2.sc	-0. 12114	0. 05292	-2. 289	0. 0221	*
~					

**Figure C-1**. Relationship between pup inbreeding coefficient and Maximum Pup Count in wild Mexican wolves, 1999 to 2014. Green represents wolves receiving supplemental (diversionary) feeding, red represents wolves not receiving supplemental (diversionary) feeding. Small random noise added to data points to avoid overlap.



## Appendix D.

# Survival and Related Mexican Wolf Data for Population Model Parameterization<sup>4</sup>

Prepared By: John Oakleaf, U.S. Fish and Wildlife Service

Date: 5 March, 2017

## **Input Data: Average number of pups born**

 $4.652 \pm 1.799$  ( $\mu \pm SD$  for all reported values). Minimum 1, Maximum 7 (does not include 0's). These are litters that were counted in the den (<1 week to 6 weeks post birth).

	EARLY_PUP_COUNT	IC_PUPS	IC_DAM	IC_SIRE
N of Cases	23	22	22	23
Minimum	1.000	0.082	0.059	0.000
Maximum	7.000	0.292	0.289	0.292
Arithmetic Mean	4.652	0.203	0.208	0.187
Standard Error of Arithmetic Mean	0.375	0.014	0.017	0.022
Standard Deviation	1.799	0.066	0.081	0.103

This average covers a variety of inbreeding coefficients for the pups and adults. But average inbreeding is likely higher than the breeding component of the captive community.

Early (< June 30), mid-season counts (July 1 through September 30), and late season counts (October 1 to December 31) are summarized below.

	EARLY_PUP _COUNT	_	LATE_PUP_ COUNT	IC_DAM	IC_SIRE	IC_PUPS
N of Cases	103	98	98	94	99	89
Minimum	1.000	0.000	0.000	0.000	0.000	0.082
Maximum	7.000	7.000	6.000	0.292	0.292	0.457
Arithmetic Mean	3.252	2.699	2.179	0.205	0.189	0.215
Standard Error of Arithmetic Mean	0.172	0.169	0.140	0.009	0.009	0.007
Standard Deviation	1.747	1.670	1.385	0.084	0.087	0.069

## Baseline analytical approach

We modified survival analyses to address the current *Vortex* model structure because we utilized a model for first observation as equivalent to pup production (see Clement and Cline 2016). Further, observations of 0 pup counts were included in a probability of producing a detectable litter and thus excluded from these averages. Our approach was similar to previous documents but we utilized confidence intervals and average counts of early pup count for counts vs average pups at the mid-count (<Sept 30<sup>th</sup>) as a baseline mortality for pups prior to considering survival data from radio collars (which were generally placed on pups). In terms of the average survival this would be 2.699/3.252 = 0.83 survival rate or a corresponding

<sup>&</sup>lt;sup>4</sup> Sections of the larger report relevant to model input reproduced here for clarity.

0.17 mortality rate among pups during the first 6 months of life for pups. The variability may be difficult in this case, but one may consider that the 95% Confidence interval would be represented by  $\mu \pm 1.96$  SE in the number of pups counted in the middle pup count/ $\mu \pm 1.96$  SE in the number of pups counted in the early pup count). This results in a high survival rate of 3.030/2.915, or 1.0, with a corresponding mortality rate of 0.0. Conversely low survival would be 2.368/3.589, or 0.660 with a corresponding mortality rate of 0.34. A good approximation of this process for modeling purposes would be a survival rate with a mean of 0.83 that is normally distributed between 0.660 and 1.

All other time periods are based on radio collar information from 2009 through 2014 and are summarized below (Table D-1, Table D-2) for three age classes, including: (1) pups (following radio collaring, i.e. after the count time periods above), (2) sub-adults (includes short distance dispersal related mortality), and adults. There are four mortality sources, including: (1) natural (inclusive of unknown cause of death), (2) known human-caused (vehicles, and illegal killings through traps and shooting), (3) cryptic mortality (this represented animals in which circumstances surrounding the disappearance of the collar suggested an illegal mortality [Note: we classified 14 of the 32 missing collars as cryptic mortalities]), and (4) removals (inclusive of depredation and nuisance lethal and non-lethal removals which are classifications of removals that will continue into the future). We pooled mortality and radio days from 2009 to 2014 to represent the average yearly survival or mortality rate across the time period. We utilized methods that accounted for competing risks (Heisey and Fuller 1985).

Cryptic mortality was classified based on the all of the following criteria occurring:

- 1. Loss of radio contact with no indication of transmitter failure.
- 2. Subsequent weekly telemetry flights and bi-monthly search flights failed to locate the animal over a large area.
- 3. The animal failed to be observed for one year through intensive monitoring efforts.

We kept cryptic mortality in the overall survival rates because the data suggest that we were conservative in assessing this source of mortality relative to other authors that suggest it occurs at a similar rate to illegal mortality (Liberg et al. 2012). In addition, numerous collars have been found that have been destroyed, buried, moved, cut off of wolves, put into water, or otherwise tampered with. Although these examples were classified as human-caused mortalities, they provide ample evidence of cryptic mortality within the Mexican wolf population.

Our suggestion on a broad approach to modeling these data is a four stage survival model, as follows:

- (1) Survival of pups from the time of first observation to the time of collaring is 0.83 normally distributed from 0.66 to 1.
- (2) Survival of pups from time of collaring to 1 year of age is 0.865, distributed as described in Table 2.
- (3) Survival from age 1-2 is 0.673, distributed as described in Table D-2.
- (4) Survival of Adults is 0.811, distributed as described in Table D-2.

#### References

Heisey, D.M., and T. Fuller. 1985. Evaluation of survival and cause-specific mortality rates using telemetry data. *Journal of Wildlife Management* **49**:668-674.

Liberg, O., G. Chapron, P. Wabakken, H.C. Pedersen, N.T. Hobbs, and H.K. Sand. 2012. Shoot, shovel and shut up: Cryptic poaching slows restoration of a large carnivore in Europe. *Proc. Royal Society Series B* **270**:91-98.

**Table D-1**. Summary of information used for survival analyses from 2009 to 2014 of Mexican wolves.

Class	Radio Days	No. Natural	No. Human-Caused	No. Cryptic	No. Removed (Nuisance and Livestock)
Adult	46,978	4	14	6	3
Sub-A	dult 20,312	2	11	6	4
Pups	8,812	1	4	2	0

**Table D-2**. Overall survival rates and cause specific mortality rates for Mexican wolves from 2009 to 2014. Pup survival is calculated using a 183-day survival rate, while adult and sub-adult survival is calculated based on a 365-day survival rate. Numbers in parenthesis represent the 95% CI surrounding the estimate.

Class	Survival Rate	Natural Mort Rate	Human-Caused Mort Rate	Cryptic Mort Rate	Removal Rate
Adult	0.811	0.028	0.098	0.042	0.021
	(0.749, 0.877)	(0.001, 0.055)	(0.049, 0.147)	(0.009, 0.075)	(0.000, 0.045)
Sub-Adult	0.673	0.030	0.163	0.074	0.059
	(0.571, 0.794)	(0.000, 0.070)	(0.075, 0.251)	(0.012, 0.137)	(0.003, 0.116)
Pup	0.865	0.019	0.0773	0.0387	0
	(0.776, 0.963)	(0.000, 0.057)	(0.005, 0.150)	(0.000, 0.0912)	(N/A)

#### Addendum

Two areas of concern arose in subsequent recovery coordination meetings where the survival rates may be overly optimistic, including: (1) Mexican wolves that were recently (<1 year) released from captivity to the wild without wild experience (initial releases); and (2) Mexican wolves that were recently translocated from the wild or captivity with previous wild experience (translocations).

In some of these analyses, we had to acquire information from a larger time frame (1998-2015) to provide inference to the questions, but sources of mortality were classified as described above. The following modifications should be made based on the information below.

Based on the information collated as in Table D-3, we originally recommended that Table D-4 (below) should replace Table D-2 for Mexican wolves for the first year after initial release from captivity. We subsequently explored hypotheses that high removals in 2003-2008 biased the results from this analyses or that wolves released in Mexico may have higher survival, but these hypotheses were not supported. Further, the vast majority of the data was acquired during 1998 – 2002. Therefore, the original recommendation (Table D-4 replacing Table D-2) remained after exploration of these data.

**Table D-3**. Summary of information used for survival analyses of Mexican wolves within one year of initial release from captivity during 1998 - 2015.

Class	Radio Days	No. Natural	No. Human-Caused	No. Cryptic	c No. Removed
					(Nuisance, Livestock)
Adult	7,262	2	7	2	14 (10, 4)
Sub-Adult	3,861	0	7	0	3 (2, 1)
Pups	1,306	1	1	0	3 (1, 2)

**Table D-4**. Overall survival rates and cause specific mortality rates for Mexican wolves within one year of initial release from captivity during 1998 - 2015. Pup survival is calculated using a 183-day survival rate, while adult and sub-adult survival is calculated based on a 365-day survival rate. Numbers in parenthesis represent the 95% CI surrounding the estimate.

Class	Survival Rate	Natural Mort Rate	Human-Caused Mort Rate	Cryptic Mort Rate	Removal Rate
Adult	0.284	0.057	0.200	0.057	0.401
	(0.173, 0.465)	(0.000, 0.134)	(0.068, 0.332)	(0.000, 0.134)	(0.241, 0.561)
Sub-Adult	0.388	0.0	0.428	0.0	0.184
	(0.216, 0.698)	(N/A)	(0.193, 0.664)	(N/A)	(0.000, 0.370)
Pup	0.496	0.101	0.101	0.0	0.303
	(0.268, 0.917)	(0.000, 0.288)	(0.000, 0.288)	(N/A)	(0.019, 0.586)

Based on the information collated as in Table D-5, we originally recommended that Table D-6 should replace Table D-2 for Mexican wolves for the first year after they were translocated from another population. We subsequently explored a hypothesis that high removals from 2003-2008 biased the results of Table D-6 (note: data on translocations in Mexico was sparse, thus, we could not explore Mexico results relative to translocations). In this case, we found some support that survival could have been negatively impacted by the management strategy from 2003-2008. The general hypothesis is that this level of removal was too aggressive and the project would not return to that level of removal. However, over half of the data on translocations was accumulated during 2003-2008 and removing the data from this time period presents some difficulties relative to sample sizes and inference. Thus, we chose to rarefy depredation related removals by 50% (removal rates were approximately 50% higher for adults (the most robust data) during 2003-2008 relative to other time periods) during 2003 to 2008 to normalize the aspect of the data that was impacted by the management strategy and to redo the analyses with the full complement of other data (mortalities and radio days). This resulted in the reduction of 5 removals from the overall analyses. Thus, we now recommend utilizing Table D-8, based on the data collated as in Table D-7, to replace Table D-2 for Mexican wolves for the first year after translocations.

**Table D-5**. Summary of information used for survival analyses of Mexican wolves within one year of translocation from captivity or the wild during 1998 - 2015.

Class	Radio Days	No. Natural	No. Human-Caused	No. Cryptic	No. Removed (Nuisance, Livestock)
Adult	13,123	1	9	5	12 (2, 10)
Sub-Ad	lult 3,756	2	3	3	2(2,0)
Pups	623	0	1	0	2 (0, 2)

**Table D-6**. Overall survival rates and cause specific mortality rates for Mexican wolves within one year of translocation from captivity or the wild during 1998 - 2015. Pup survival is calculated using a 183-day survival rate, while adult and sub-adult survival is calculated based on a 365-day survival rate. Numbers in parenthesis represent the 95% CI surrounding the estimate.

Class	Survival Rate	Natural Mort Rate	Human-Caused Mort Rate	Cryptic Mort Rate	Removal Rate
Adult	0.472	0.020	0.176	0.098	0.235
	(0.355, 0.626)	(0.000, 0.058)	(0.072, 0.280)	(0.017, 0.179)	(0.119, 0.350)
Sub-Adult	0.378	0.124	0.187	0.187	0.124
	(0.207, 0.691)	(0.000, 0.285)	(0.000, 0.376)	(0.000, 0.376)	(0.000, 0.285)
Pup	0.413	0.000	0.196	0.000	0.391
	(0.152, 1.000)	(N/A)	(0.000, 0.537)	(N/A)	(0.000, 0.808)

**Table D-7**. Summary of information used for survival analyses of Mexican wolves within one year of translocation from captivity or the wild during 1998 – 2015. Data was modified to reduce the number of livestock related removals by 50% during 2003-2008. This resulted in 4 fewer adult livestock related removals and 1 fewer pup related removal (see Table 21).

Class	Radio Days		No. Natural No. Hum	an-Caused	No. Cryptic (Nuisar	No. Removed nce, Livestock)
Adult	13,123	1	9	5	8 (	2, 6)
Sub-Adult	3,756	2	3	3	2 (	2, 0)
Pups	623	0	1	0	1 (	0, 1)

**Table D-8**. Survival rates and cause specific mortality rates for Mexican wolves within one year of translocation from captivity or the wild during 1998 - 2015. Pup survival is calculated using a 183-day survival rate, while adult and subadult survival is calculated based on a 365-day survival rate. Numbers in parenthesis represent the 95% CI surrounding the estimate.

Class	Survival Rate	Natural Mort Rate	Human-Caused Mort Rate	Cryptic Mort Rate	Removal Rate
Adult	0.527	0.021	0.185	0.103	0.164
	(0.406, 0.685)	(0.000, 0.060)	(0.076, 0.294)	(0.018, 0.188)	(0.060, 0.268)
Sub-Adult	0.378	0.124	0.187	0.187	0.124
	(0.207, 0.691)	(0.000, 0.285)	(0.000, 0.376)	(0.000, 0.376)	(0.000, 0.285)
Pup	0.555	0.000	0.222	0.000	0.222
	(0.246, 1.000)	(N/A)	(0.000, 0.605)	(N/A)	(0.000, 0.605)

# Mexican wolf habitat suitability analysis in historical range in the Southwestern US and Mexico

Enrique Martínez-Meyer<sup>1,2\*</sup>, Alejandro González-Bernal<sup>1</sup>, Julián A.

- 5 Velasco<sup>1</sup>, Tyson L. Swetnam<sup>3</sup>, Zaira Y. González-Saucedo<sup>1</sup>, Jorge
- 6 Servín<sup>4</sup>, Carlos A. López González<sup>5</sup>, Nalleli E. Lara Díaz<sup>5</sup>, Cristian
- 7 Aguilar Miguel<sup>5</sup>, Carmen Chávez García<sup>5</sup> & John K. Oakleaf<sup>6</sup>
- <sup>8</sup> Instituto de Biología, Departamento de Zoología, Universidad Nacional Autónoma
- 9 de México, Ciudad Universitaria, Mexico City 04510 Mexico
- <sup>2</sup> Current address: Centro del Cambio Global y la Sustentabilidad en el Sureste,
- 11 A.C., Calle Centenario del Instituto Juárez S/N, Col. Reforma, Villahermosa 86080
- 12 Mexico \*emm@ib.unam.mx
- <sup>3</sup> School of Natural Resources and Environment, The University of Arizona, 1064
- 14 East Lowell Street, Tucson, AZ 85721 USA
- <sup>4</sup> Universidad Autónoma Metropolitana Unidad Xochimilco, Laboratorio de Ecología
- y Conservación de Fauna Silvestre, Calzada del Hueso 1100, Mexico City 04960
- 17 Mexico

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- <sup>5</sup> Universidad Autónoma de Querétaro, Cerro de las Campanas S/N, Col. Las
- 19 Campanas, Querétaro 76010 Mexico
- 20 <sup>6</sup> United States Fish and Wildlife Service, Mexican Wolf Project, P.O. Box 856,
- 21 Alpine, AZ 85920, USA

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Table of Contents

24	Summary	iii
25	Acknowledgments	iv
26	Introduction	1
27	Previous habitat suitability analyses for the Mexican wolf	4
28	Methods	6
29	1. Reconstructing the historical distribution of the Mexican wolf	6
30	Occurrence records	8
31	Environmental layers	10
32	Ecological niche and distribution modeling	12
33	Model validation	13
34	Model assembling	15
35	Climatic suitability	17
36	2. Environmental and anthropogenic habitat variables	19
37	Land cover and vegetation types	20
38	Human population density	25
39	Road density	28
40	3. Ungulate density estimation	31
41	UBI modeling	34

42	Rangewide UBI map	37
43	4. Habitat suitability modeling	40
44	5. Identification of suitable areas for future recovery actions	41
45	6. Estimation of Mexican wolf population size in suitable areas	42
46	Results and Discussion	45
47	Habitat suitability scenarios without the UBI map	45
48	Habitat suitability scenarios with the UBI map	53
49	Goal 1: Potential areas for undertaking recovery actions in Mexico	57
50	Goal 2: Estimates of Mexican wolf population sizes	65
51	Conclusions	70
52 53	Literature cited	71
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# Summary

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In the last three decades, important efforts have been made to evaluate the habitat suitability for the reintroduction and long-term persistence of the Mexican wolf (Canis lupus bailevi) both in the US and Mexico. However, such efforts have used different methodological approaches and have covered only some portions of the historical distribution range of this subspecies, making it impossible to have a comprehensive understanding of where and how much habitat is left for maintaining long-term, viable free-ranging populations of the Mexican wolf. This project aims to fill this gap by carrying out a habitat suitability analysis across the whole historical range of the Mexican wolf, from southern Arizona and New Mexico and western Texas, in the US, to central Oaxaca, Mexico, using input information for both countries and under a uniform methodological scheme. We implemented an additive model integrating geographic information of critical environmental variables for the Mexican wolf, including climatic-topographic suitability, land cover use based on frequency of occurrences, ungulate biomass, road density, and human density. Data available for the ungulate biomass index was not robust enough to generate reliable rangewide estimates, so we present a series of maps representing different scenarios depending on the thresholds used in the anthropogenic factors (road and human density) and also with and without the inclusion of the ungulate biomass. We found concordant areas of high suitability irrespective of the scenario, suggesting that such areas are the most favorable to explore for future reintroductions. The largest suitable areas were found both in the US and Mexico, particularly the higher elevation areas of east central Arizona and west central New Mexico in the Mexican Wolf Experimental Populations Area Management (MWEPA) in the US, and in northern Chihuahua-Sonora and Durango in the Sierra Madre Occidental in Mexico. Our results suggest that there is still sufficient suitable habitat for the Mexican wolf both in the US and Mexico, but specific sites for reintroductions in Mexico and estimations of the potential number of wolves need to consider reliable field data of prey density, cattle density, land tenure, natural protected areas, safety to the field team, and acceptability of wolves by local people.

#### **Acknowledgements**

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## Introduction

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The Mexican wolf, *Canis lupus baileyi*, is currently one of the five recognized subspecies of gray wolf (*Canis lupus*) in North America and has been described as the smallest of all gray wolf subspecies in this continent. This subspecies lived in the arid areas and temperate forests of southwestern US and northern and central Mexico, in many different habitats at altitudes higher than 1300 meters above sea level (msl), including areas of chaparral, desert, grasslands, forests and temperate uplands (Gish 1977), but preferring those habitats with high ungulate biomass (McBride 1980).

The history of the extermination of the Mexican gray wolf is inextricably linked to the conquest of the West by the Euroamerican settlers. In the United States, the expansion to the West started in 1804 with the Lewis & Clark expedition (Lavender 1998) and continued throughout the century. Followed by colonization, an ecological catastrophe commenced and reached its climax with the railway construction, between 1863 and 1869. With the railroad, the influx of people and settlements increased all along those routes, and so did the need for goods and supplies. Along with the increase in cattle ranching and settlement (Brown 1983), a depletion of wild animal populations took place, in which the bison (Bison bison), white-tailed deer (Odocoileus virginianus), mule deer (O. hemionus), and pronghorn (Antilocapra americana) experienced an exceptional population decline. These species were hunted for food, leather and fur. Some historians suggest that the amount of carcasses left in this period probably benefited the local predators (coyotes, bears, wolves) due to the increase of food in the form of carrion. As the abundance of wild prey decreased, the increasing human population demanded more food, thus cattle raising expanded and gradually replaced wild herds of bison and other ungulates that comprised the natural prey of wolves, including the elk (Cervus elaphus), whitetailed deer and mule deer (Brown 1983). After the short-term availability of meat as carrion for predators in the region, wolf populations may have been elevated and

cattle predation increased, triggering the onset of human-predator intense competition.

During the first half of the 20th century, several environmental and political events happened that triggered direct actions against predators, particularly towards the wolf. In the late 19th and early 20th centuries a series of droughts (1880-1902) ended with one of the harshest winters recorded (NOAA 2016). Thousands of cattle were lost and hundreds of villages abandoned; surviving abandoned cattle became feral. Cattle became part of a new source of food for opportunistic predators/scavengers, like the wolf. In 1917, under the pressure from livestock associations in different states incurring the loss of cattle, predator extermination became a central goal and a government branch, the Predator and Rodent Control (PARC), was created to control harmful species; therefore, persecution and extermination of predators took on renewed force and trappers were hired across the United States for a substantial pay, driving the gray wolf to near extinction.

In the southwestern US, history was no different. Settlers in Arizona, New Mexico and Texas used various kinds of methods to eliminate the wolf population, so that by 1950 wolves were scarce. In Cochise Valley, a PARC report from 1926 states that after previous years and less than 50 wolves captured, the county was considered free of wolves. In 1951 another report concluded that the eradication program of wolves took only eight years to achieve the goal of eliminating the Mexican gray wolf, stating that this could be the first "conservation program" completed in Arizona. However, some people in Arizona and New Mexico complained about the constant incursion of gray wolves from Mexico, which did not have a predator control program. In 1949, Mexico and United States signed a binational treaty to control predators –known as the Convention of Nogales–, in which the control scheme was based on the prevention of serious livestock damage and for rabies control (Baker and Villa 1960). By this time sodium fluoroacetate (better known as 1080) was available. Workshops took place in the states of Chihuahua and Sonora to teach Mexican ranchers the adequate and safe use of this

chemical. In 1958, a PARC report in Arizona stated that several reliable stockmen in Mexico reported no livestock predation since 1080 was implemented around 1950. The control was absolute, 20 years later, wolves were rarely seen and it was difficult to trap them.

Although it is not clear when the Mexican wolf went extinct in the wild (Hoffmeister 1986; Leopold 1959), by 1976 the USFWS listed the wolf (*C. lupus*) as an endangered species (Parsons 1996). At this time the population of the Mexican wolf in the wild was estimated at less than 50 individuals located in the Sierra Madre Occidental (Brown 1983). This designation encouraged efforts to prevent extinction and favored the creation of a captive breeding program, allocating resources to capture the last wolves in the wild. Between 1977 and 1980, the USFWS hired Roy McBride, an expert in wolf behavior and trapper, in order to capture the last wolves in the wild. McBride caught five wild wolves in the states of Durango and Chihuahua, Mexico. With these individuals (known as the McBride lineage) the US government launched a captive breeding program. Later, with the recognition of another two lineages, Ghost Ranch and Aragón (Hedrick et al. 1997), the captive breeding program became a binational effort. Today, it is considered a successful program having about 240 individuals of the three certified genetic lineages in several institutions both in the US and Mexico (Siminski 2016).

In 1996, the US government started preparations for the release and establishment of a nonessential experimental population of the Mexican wolf in the Blue Range Wolf Recovery Area (BRWRA). The first releases were in Arizona in 1998. The first Mexican Wolf Recovery Plan seeked "to conserve and ensure the survival of *Canis lupus baileyi* by maintaining a captive breeding program and reestablishing a viable, self-sustaining population of at least 100 Mexican wolves in the middle to high elevations of a 5,000-square-mile area within the Mexican wolf's historic range." (USFWS 1982). Currently, this program has reached this goal by achieving a wild population of at least 113 individuals in the US. Nonetheless, as part of the ecological principles in species' recovery, 'redundancy' (more than one

population recovered) is an important element (Wolf et al. 2015), thus the identification of additional release areas was necessary. Therefore, parallel efforts began in Mexico in the early 1980s, with an interdisciplinary group interested in restoring the Mexican wolf in the country, generating different initiatives to determine the best sites in Mexico to establish a Mexican wolf population (CONANP 2009).

In October 2011, after a series of public meetings with ranchers and private owners, the first family group of Mexican wolves was released into the wild in the northern part of the Sierra Madre Occidental (Moctezuma-Orozco 2011). Five wolves (three females and two males) were set free in a private ranch in Sierra San Luis, Sonora. However, within the next two months, four of the wolves were killed, and a lone wolf headed south along the Sierra Madre Occidental in an approximately 400 km dispersing journey to end up in Madera municipality, in the state of Chihuahua. One year after the first release, another pair was released in a private ranch in Chihuahua (López-González et al. 2012), not far from one of the sites that the last single wolf remained for a couple of days during her journey. After another release in the same ranch, the pair produced the first wild litter in Mexico (CONANP 2013). Several other releases have been carried out since 2011, with the support of the private land owner; however, soon after release, the wolves broke apart and wandered away from the release site (CONANP 2014), highlighting the need to define the environmental and social variables that promote territorial pack stability. As many as 31 wolves run free in the mountains of the Sierra Madre Occidental as of April 2017.

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# Previous habitat suitability analyses for the Mexican wolf

Increasing human pressure constrains remaining habitat for wolves (Thiel 1985), thus an analysis of the available habitat for the reintroduction of the Mexican wolf (*Canis lupus baileyi*) both in Mexico and in the US is a key element for the recovery of the species in the wild. In the last 15 years there has been several efforts to identify

suitable areas for the recovery of the Mexican wolf in either the US or Mexico (Araiza 2001; Martínez-Gutiérrez 2007; Araiza et al. 2012; Carroll et al. 2003; 2004, 2013; Hendricks et al. 2016), but only one published study (Hendricks et al. 2016) has attempted an analysis across the historic range of the Mexican wolf. For instance, Araiza et al. (2012) was not intended to be a comprehensive analysis of all potential habitat in Mexico, but rather an exercise to identify the highest priority areas to begin restoration. Others have used the best information available at the time (Carroll et al. 2003; 2004; Martínez-Gutiérrez 2007), but there have been advances in recent years in the type and quality of data available. The most recent analysis (Hendricks et al. 2016) produced an ecological niche model across the whole historical range of the Mexican Wolf and this potential distribution map was then refined with global land cover and human density maps, but the aim of the study was primarily to redefine the historical distribution of the Mexican wolf, rather than a habitat suitability analysis. Thus, there is an opportunity to increase our understanding of available wolf habitat across the historic range of Mexican wolf.

In order to support the recovery of the Mexican wolf it is important to base the geography of recovery on the best science available. With recovery planning currently underway, a habitat analysis becomes an urgent necessity. To fill this gap, we carried out a habitat suitability analysis aiming to identify areas holding favorable conditions for the reintroduction and recovery of the Mexican wolf across its historical range, in order to provide authorities of the two countries with reliable information for decision-making. Thus, the main goals of the present study were:

- 1) Identify suitable, high-quality habitat areas to carry out recovery actions of Mexican wolf populations in Mexico.
- 243 2) Estimate the potential number of wolves in those areas to serve as input for a Population Viability Analysis (PVA).

### Methods

Analyses were carried out in six steps: (1) reconstruct the historical distribution of the Mexican wolf via ecological niche modeling; (2) compilation, organization and standardization of compatible environmental and anthropogenic habitat variables for the two countries; (3) estimate ungulate density across the historic range of the Mexican wolf; (4) model the habitat suitability across the historic range of the Mexican wolf; (5) identify the largest, continuous patches through a landscape fragmentation analysis; and (6) estimate the possible number of wolves in those suitable areas. Each phase is described below.

#### 1. Reconstructing the historical distribution of the Mexican wolf

To infer the historical distribution of the Mexican wolf we followed an ecological niche modeling (ENM) approach. The ecological niche of a species is defined by a set of abiotic (e.g., climatic, topographic) and biotic (e.g., food, predators, pathogens) variables that fulfill the ecological requirements of a species (Hutchinson 1957; Soberón & Peterson 2005). However, its modeling and representation in a geographic fashion has often been constrained by our knowledge of the ecological requirements of species and, most importantly, by the available spatial information to construct the niche model. Partial data of ecological requirements or spatial information results in a partial representation of the ecological niche, generally the abiotic portion of it, because information of climatic and topographic features is broadly available worldwide (Soberón 2007).

Ecological niche modeling is a correlative approach between the occurrence records of a species and a set of environmental variables that define the scenopoetic niche of that species (*sensu* Hutchinson 1957). Niche modeling algorithms look for non-random associations between the environmental conditions of a region and the presence of the species; once these conditions are identified (*i.e.*, the scenopoetic

niche), similar conditions are searched for across the study region and a map of the potential distribution of the species is produced (Peterson et al. 2011).

For these analyses, the first challenge was to define the historical limits of the Mexican wolf (*Canis lupus baileyi*) in order to select the records to model its niche. In the original description of the gray wolf (*Canis lupus*), 24 subspecies were recognized for North America (Goldman 1944; Hall & Kelson 1959). Further studies considering cranial morphometry and genetic analyses (Nowak 1995, 2003) reduced the number of subspecies to five, namely *C. I. arctos* (Arctic wolf), *C. I. lycaon* (Eastern timber wolf), *C. I. nubilus* (Great Plains wolf), *C. I. occidentalis* (Rocky Mountain wolf), and *C. I. baileyi* (Mexican wolf), but all agree that the Mexican wolf is the most differentiated both genetically and morphologically (Heffelfinger et al. 2017).

Participants of the Mexican wolf recovery workshop in April 2016 in Mexico City, agreed the northern extent of the analysis area should include central Arizona-New Mexico up to the I-40 (in order to include all of MWEPA), continuing south to the southernmost occurrence records in Oaxaca, Mexico, and east to include western Texas and the Sierra Madre Oriental in Mexico (Fig 1).

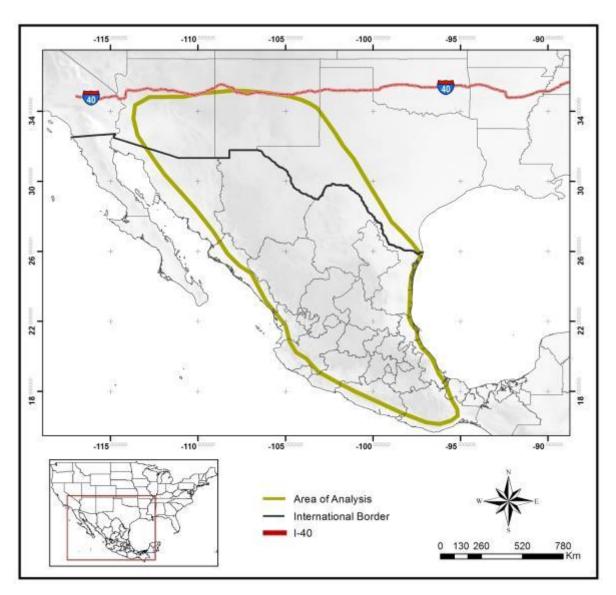


Figure 1. Map depicting the area of analysis.

# Occurrence records

We compiled all occurrence records of the gray wolf (*Canis lupus*) available in the literature (Hall 1981, Brown 1983, Nowak 1995, Martínez-Meyer et al. 2006, Araiza et al. 2012), electronic databases (i.e., GBIF, Vertnet) and oral records from local trappers (from Brown 1983 and fieldwork of Jorge Servín), extending from 1848 to 1980. For those records within the polygon of analysis corresponding to the

Mexican wolf (Figure 1), we reviewed each record to accept or discard them based on the georeferencing accuracy. We divided the records according to their reliability into primary (i.e., those with skin or skull specimens preserved in a natural history collection) and secondary (i.e., those from observations or interviews). Only primary records were used to calibrate ecological niche models and secondary records were used for model validation. To avoid over-representation of particular environments due to sample bias that would result in model overfitting and bias, we filtered primary records to ensure a minimum distance of 25 km between each primary record (Boria et al. 2014). Thus, all records used for calibration were separated by a distance of at least 25 km to avoid clusters of points in areas where sampling effort has been higher. Validation records were filtered at a distance of 1 km. Filtering was conducted using the *thin* function in the spThin R package (Aiello-Lammens et al. 2015). Our final dataset to model the geographical distribution of the Mexican wolf consisted of 41 primary occurrences and included all historical records from the Blue Range Wolf Recovery Area (BRWRA) to the south (Fig. 2).

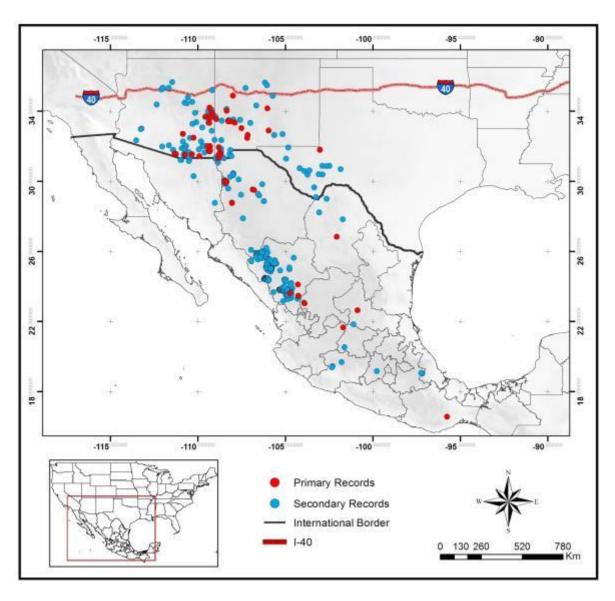


Figure 2. Occurrence records used for the construction of niche models. Primary records (for calibration) are shown in red and secondary records (for validation) are shown in blue. See text for details.

## Environmental layers

We used 19 climatic variables obtained from the WorldClim database (Hijmans et al. 2005; Table 1) that have been extensively used in the ecological niche modeling field for thousands of species worldwide, including the Mexican wolf (Hendricks et al. 2016). We also included three topographic variables: elevation,

slope and topographic heterogeneity (calculated as the standard deviation of elevation) from the Hydro 1k database (USGS 2008). To avoid model overfitting we used only the most informative variables. We reduced the number of variables using the MaxEnt program, which has implemented a permutation method to identify the relative contribution of all variables to model performance (Phillips et al. 2004; 2006; Searcy & Shaffer 2016). Thus, we selected only those variables with a relative contribution to model performance >1% (Table 1). The resolution of all variables was set to 0.008333 decimal degrees, which corresponds approximately to 1 km<sup>2</sup>.

Table 1. Environmental abiotic variables selected (X) for building ecological niche models for the extended and restricted sets of occurrence data.

Variable	Selected
Elevation	Х
Slope	X
Topographic Index	X
bio 1: Annual Mean Temperature	X
bio 2: Mean Diurnal Range	X
bio 3: Isothermality	X
bio 4: Temperature Seasonality	
bio 5: Max Temperature of Warmest Month	
bio 6: Min Temperature of Coldest Month	Χ
bio 7: Temperature Annual Range	Χ
bio 8: Mean Temperature of Wettest Quarter	Χ
bio 9: Mean Temperature of Driest Quarter	X
bio 10: Mean Temperature of Warmest Quarter	
bio 11: Mean Temperature of Coldest Quarter	Χ
bio 12: Annual Precipitation	
bio 13: Precipitation of Wettest Month	Χ
bio 14: Precipitation of Driest Month	Χ

Final Report - Mexican Wolf Habitat Suitability Analysis	April 2017
bio 15: Precipitation Seasonality	X
bio 16: Precipitation of Wettest Quarter	
bio 17: Precipitation of Driest Quarter	
bio 18: Precipitation of Warmest Quarter	
bio 19: Precipitation of Coldest Quarter	X

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### Ecological niche and distribution modeling

Niche modeling algorithms perform differently depending on the type (i.e., presence-absence, presence-only, presence-pseudoabsence, background), amount and spatial structure (e.g., aggregated, biased) of occurrence data (Elith et al. 2006). There is not a single algorithm that performs best under any condition (i.e., Qiao et al. 2015); therefore, it is advisable to test more than one algorithm and evaluate the results to select one or more with the best performance (Peterson et al. 2011). Hence, to model the ecological niche and potential distribution of the Mexican wolf we used the following algorithms: Bioclim, Boosted Regression Trees (BRT), Classification and Regression Trees (CART), Generalized Additive Model (GAM), Generalized Linear Model (GLM), Multivariate Adaptive Regression Splines (MARS), Maximum Entropy (MaxEnt), Random Forest (RF), and Support Vector Machine (SVM). These models were implemented using the R packages sdm (Naimi & Araújo 2016) and dismo (Hijmans et al. 2005), and MaxEnt was used in its own interface (Phillips et al. 2006). For those algorithms based on presence and absence data (e.g., GLM, GAM, MARS), we generated pseudo-absences randomly across the geographical region with the same minimum distance as presences (i.e., 25 km). The number of pseudo-absences used was based on the prevalence, i.e., the proportion of sites in which the species was recorded as present (Allouche et al. 2006; Peterson et al. 2011); however, prevalence usually is unknown and depends on the size of the analysis area (Peterson et al. 2011). We defined prevalence based on the results of the first niche model performed in MaxEnt, where it was of 0.3.

Thus, we multiplied the number of calibration and validation presences by three to get the number of absences according to prevalence (Table 2).

Table 2. Number of presences and pseudo-absences for calibration and validation used for ecological niche modeling.

Calib	ration	Validation			
Presences	Pseudo- absences	Presences	Pseudo- absences		
41	123	296	888		

We used calibration data to produce niche models for each algorithm under default settings. Potential distribution maps produced with these algorithms represent either an estimation of the probability of presence of the species or a suitability score, both in a continuous scale from 0-1. To make them comparable, we converted continuous maps into binary (presence-absence) based on a 10-percentile threshold value (i.e., we allowed 10% of the presence records fall outside the prediction map). We chose a 10-percent threshold value to account for some inaccuracy in the original collection locations (e.g., locality description: "Chiricahua Mountains").

#### Model validation

We validated each model using a set of metrics based on the models performance in correctly predicting presences and absences (Fielding & Bell 1997; Allouche et al. 2006). We selected the best models according to a combination of four metrics: omission and commission errors (i.e., the number of presences predicted as absences and vice versa), True Skill Statistic (TSS), and chi-squared values.

Niche models produced results with large variation. BRT and GLM produced

overpredicted distributions (Fig. 3); according to the validation metrics, the algorithms that performed better were MaxEnt, RF, CART, and GAM (Table 3).

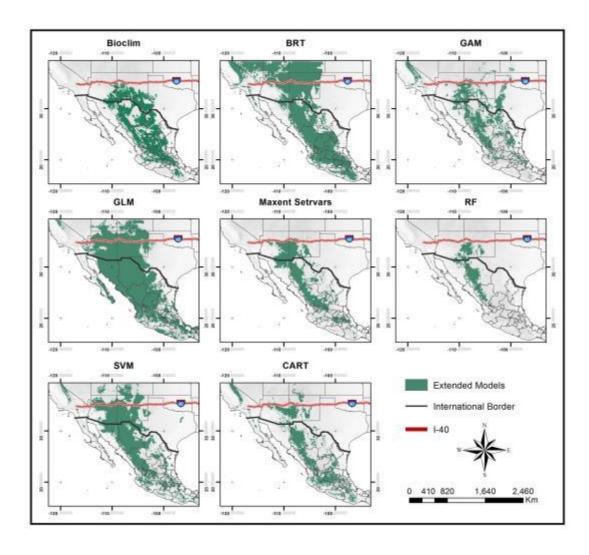


Figure 3. Binary maps of the potential geographical distribution of the Mexican wolf (*Canis lupus baileyi*) for each ecological niche modeling algorithm. Bioclim; BRT: Booted Regression Trees; GAM: Generalized Additive Model; GLM: Generalized Linear Model; Maxent: Maximum Entropy; RF: Random Forest; SVM: Support Vector Machines; CART: Classification and Regression Trees.

Table 3. Model performance metrics for binary predictions generated by each ecological niche modeling algorithm. In bold the selected binary predictions.

Bioclim BRT CART GAM GLM Maxent RF SVM **Metrics** 0.23 0.06 0.15 0.13 0.02 0.07 0.19 0.03 Omission error rate 0.38 0.27 Commission error rate 0.18 0.14 0.13 0.42 0.12 0.04 TSS 0.56 0.72 0.74 0.55 0.70 0.60 0.81 0.77 Chi-squared 928.88 402.05 1513.69 1312.72 352.03 1768.84 4091.42 753.43 >0.001 >0.001 >0.001 >0.001 >0.001 >0.001 >0.001 >0.001 p-value

TSS: True Skill Statistic

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## Model assembling

We generated a consensus map with the four algorithms that performed better by summing each binary map. A consensus map expresses the areas where one, two, three, or four algorithms predicted the presence of appropriate abiotic conditions for the Mexican wolf. We selected the areas where two or more models coincided to predict the presence of the Mexican wolf and converted that in a binary map, representing the potential distribution of the subspecies. To approximate the historical distribution of the Mexican wolf from the potential distribution map, we discarded those climatically suitable areas within biogeographic regions that do not contain historical occurrence records of the species (e.g., Baja California), assuming that those regions have not been inhabited by Mexican wolves at least in the last two-hundred years (Anderson & Martínez-Meyer 2004) (Fig. 4).

The model shows that suitable climatic niche conditions for the Mexican wolf exist in central Arizona and New Mexico, The Sky Islands in southwestern US and northwestern Mexico, central-south New Mexico and western Texas in the US, and in the Sierra Madre Occidental, scattered mountain ranges in the Sierra Madre Oriental, along the Transvolcanic Belt in Mexico, and in the higher sierras of Oaxaca

(Fig. 4). This geographic description of the historical range of the Mexican wolf shows strong phylogeographic concordance with the distribution of the Madrean pine-oak woodlands and other endemic subspecies concomitant with this vegetation association, such as Mearns' quail (Cyrtonyx montezumae mearnsi), Coues' whitetailed deer (Odocoileus virginianus couesi), Gould's turkey (Meleagris gallopavo mexicana) and several others (Brown 1982; Heffelfinger et al. 2017).

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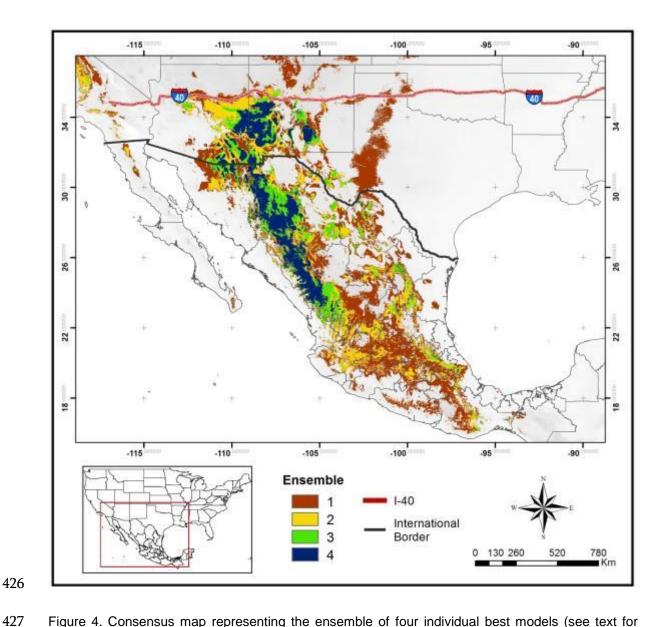
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Figure 4. Consensus map representing the ensemble of four individual best models (see text for

428 details).

## Climatic suitability

Based on the final ensemble, we characterized the climatic suitability across the geographical distribution based on the notion that optimal conditions for a species is towards the ecological centroid of its niche in multidimensional space (Hutchinson 1957; Maguire 1973). We followed the methodological approach proposed by Martínez-Meyer et al. (2013) to estimate the distance to the ecological niche centroid as an estimation of environmental suitability. To do so, for all grid cells defined as presence, we extracted the climatic values of the bioclimatic variables used in the modeling (Table 1), we z-standardized the values in a way that mean is 0 and standard deviation 1. For each pixel, we calculated the Euclidean distance to the multidimensional mean and finally rescaled these distances from 0-1, where 0 corresponds to the least climatically suitable areas (i.e., farther away from the niche centroid) and values near 1 correspond to pixels with the highest suitable climates.

The resulting map indicates that the highest values of climatic suitability are in the western portion of the distribution (the Sky Islands, southwestern Texas, Sierra Madre Occidental [including western Sonora, Chihuahua, Durango, and Zacatecas]). In the eastern portion of the distribution there are scattered areas in Coahuila, Nuevo León, Tamaulipas, and San Luis Potosí. Interestingly, there are three connections between the two Sierras Madre, one is from Chihuahua-Coahuila to Nuevo León, the other from the middle of the Sierra Madre Occidental via Durango-Zacatecas-Coahuila to Nuevo León, and finally, from Zacatecas-San Luis Potosí to Tamaulipas (Fig. 5).

In contrast, the least suitable niche conditions for the Mexican wolf are at the northern, southern and western edges of the distribution, as well as in the eastern edge of southern Sierra Madre Oriental (Fig. 5). The MWEPA generally resulted climatically-lower suitability, presumably because it is less like the conditions in the core of Mexican wolf historical range.

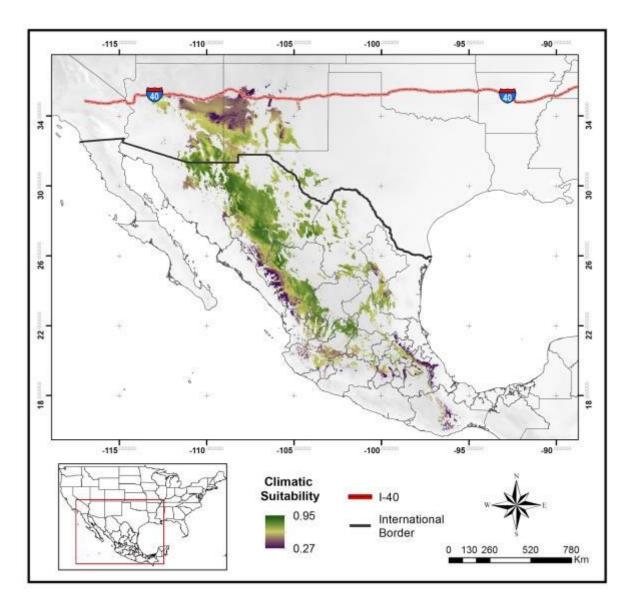


Figure 5. Climatic suitability map of the Mexican wolf based on the distance to the niche centroid approach (Martínez-Meyer et al. 2013) (see text for details). This map represents the historical distribution of the Mexican wolf.

# 2. Environmental and anthropogenic habitat variables

One of the main limitations of habitat analyses for the Mexican wolf in the past has been the asymmetry of environmental and anthropogenic variables between the US and Mexico, thus concordant information of critical habitat variables for the two countries is necessary. Natural factors, including vegetation and prey density (Chambers et al. 2012), and anthropogenic factors, such as human population density, infrastructure (e.g., roads, settlements), land tenure and protection are key factors to consider relative to wolf population establishment (Jedrzejewski et al. 2004; Oakleaf et al. 2006; Carroll et al. 2013). In the US, high-quality or high-resolution information exists for all of these factors. Mexico information is quite reliable for some factors (e.g., land cover or population density), but is low-quality or lacking for many regions within the distribution of the Mexican wolf for other factors (e.g., prey density). An additional problem has been the difference in the classification scheme of the vegetation types in the two countries that makes it difficult to homogenize.

To overcome this limitation, we utilized regional or global information produced under the same criteria and methodological approach that covers the two countries. For the habitat model we considered the following natural variables: (1) the abiotic niche model expressed as the suitability score described above, (2) land cover and vegetation types and (3) ungulate biomass. The anthropogenic variables considered were: (1) human population density and (2) road density. All variables were clipped to the potential distribution map of the Mexican wolf (Fig. 5) and resampled from their native spatial resolution to 1 km pixel size. These methodologies allowed all maps to have the same extent and spatial resolution for further analysis. The ecological niche model was described above; below is a description of the remaining variables.

#### Land cover and vegetation types

Wolves are generalist and use a great variety of land cover and vegetation types. Preference for certain types of vegetation varies across areas and regions as a response to local differences in prey density and/or human tolerance levels (Oakleaf et al. 2006). Land cover has been used for suitability analysis in several

studies (Mladenoff et al. 1995; Gehring & Potter 2005; Oakleaf et al. 2006; Carnes 2011; Fechter & Storch 2014; García-Lozano et al. 2015), mainly because it has proven important in different aspects of the ecology of wolves and a good predictor of wolf habitat (Mladenoff et al. 1995; Oakleaf et al. 2006). Vegetation types have also been considered an important factor in permeability for dispersing individuals (Geffen et al. 2004) and for predation (Kunkel et al. 2013). For instance, in reproduction periods, vegetation cover has been associated with the selection of denning sites (Kaartinen et al. 2010). For the Mexican wolf, previous studies have shown that it prefers certain types of vegetation cover, like Madrean evergreen and pine forests at altitudes above 1370 m, where they can find timber and bush cover (McBride 1980). Also, certain types of vegetation present barriers for dispersal. Historical reports indicate that Mexican wolves rarely denned or established a territory in desert-scrub habitats or below 1000 m elevation (Gish 1977) and were absent from desert and grasslands, except when dispersing (Brown 1983). Vegetation cover has also been used in other habitat analyses for the recovery of the species (Carroll et al. 2004, Araiza et al. 2012).

For these analyses, we used the land cover information for the entire study region (southern US and Mexico) provided by the European Spatial Agency (http://maps.elie.ucl.ac.be/CCI/viewer/). This map represents the major land cover and vegetation types of the world produced in 2010 at a spatial resolution of 300 m. We clipped the land cover layer to our study region (Fig. 7) and performed a use/availability analysis as follows: we used all available records of the Mexican wolf (primary and secondary) and also included records from free-ranging individuals in the US. GPS records from free-ranging individuals in the US wild population were generously provided by the Fish and Wildlife Service, which were selected randomly (one location/pack/month) since 1998, totaling 2190 records. In order to avoid overrepresentation of certain types of vegetation due to the large amount of records in the US, we reduced the number of records by selecting only those from 2011-2013 and only one record per year per pack, resulting in a total of 45 records. The final database for the use/availability analysis consisted of 421 occurrences including

historical and GPS records. This database was transformed to a GIS shapefile and used ArcMap 10.0 to extract the cover type for each point record. We considered the vegetation cover from a surrounding area to each point equal to the average home range size of wolves in the US wild population (ca. 462 km²) and extracted the vegetation types within this buffer area. We summed all areas of the same land cover class to obtain the proportional area available of each class and contrasted that information with the frequency of records in each land cover class, obtaining a score of frequency/availability, and a chi-squared test was performed (Araiza et al. 2012).

However, there is an effect of overestimating the importance of those cover classes that have a reduced distribution and very few occurrences (Table 4). Therefore, to obtain the relative importance of each land cover class we simply obtained the proportional number of records in each class (no. of records in class x / no. of records outside class x). Most records were in the 'needleleaf evergreen closed to open forest' class, followed by 'shrublands' (Table 4). However, shrublands apparently is a vegetation type that wolves do not prefer (Gish 1977; McBride 1980), but is so extensive in the area that wolves necessarily use it, mainly for dispersal (Brown 1983).

Finally, the land cover layer was standardized based on the proportional occurrence using the following conditional formula in the raster calculator of ArcGIS 10.1:

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$$Con("x" <= a,(1*(("x" - a)/a)),(1*("x"/b)))$$
 Equation 1;

where  $\mathbf{x}$  refers to the land cover layer;  $\mathbf{a}$  is the threshold value which was defined based on the 'Proportion In' column (Table 3) and  $\mathbf{b}$  refers to the maximum value of the land cover layer  $\mathbf{x}$ . Values greater than  $\mathbf{a}$  were considered classes positively used by wolves and values lower than  $\mathbf{a}$  were classes not used or avoided by wolves. The threshold value ( $\mathbf{a}$ ) corresponded to the shrubland, thus its value was 0. The only land cover class above zero was needleleaf forest, so its rescaled value was 1 and the remaining classes had values below 0 (Table 4; Fig. 7). The land cover

#### classes "Urban areas" and "Water bodies" were manually set to -1.

-115 -110 -105 -100 -95 -115 -105 Land Cover Internationa 

Figure 6. Landcover map for the study region from the European Spatial Agency (http://maps.elie.ucl.ac.be/CCl/viewer/). Codes are as follows: (10): Cropland rainfed, (11) Herbaceous cover; (30) Mosaic cropland (>50%) / natural vegetation (tree, shrub, herbaceous); (40) Mosaic natural vegetation (tree, shrub, herbaceous cover) (>50%); (50) Tree cover, broadleaved, evergreen, closed to open (>15%); (60) Tree cover, broadleaved, deciduous, closed to open (>15%); (61) Tree cover, broadleaved, deciduous, closed (>40%); (62) Tree cover, broadleaved, deciduous, open (15-40%); (70) Tree cover, needleleaved, evergreen, closed to open (>15%); (81) Tree cover, needleleaved, deciduous, closed (>40%); (90) Tree cover, mixed leaf type (broadleaved and needleleaved); (100) Mosaic tree and shrub (>50%) / herbaceous cover (<50%); (110) Mosaic herbaceous cover (>50%) / tree and shrub (<50%); (120) Shrubland; 130) Grassland; (150) Sparse vegetation (tree, shrub, herbaceous cover) (<15%); (160) Tree cover, flooded, fresh or brakish water; (170) Tree cover, flooded, saline water; (180) Shrub or herbaceous cover, flooded, fresh/saline/brakish water; (190) Urban areas; (200) Bare areas; (210) Water bodies.

Table 4. Frequency of Mexican wolf occurrences in land cover classes. The 'Proportion In' column was used to produce the rescaled values. Codes are as follows: (10): Cropland rainfed, (11) Herbaceous cover; (30) Mosaic cropland (>50%) / natural vegetation; (40) Mosaic natural vegetation (>50%); (50) Tree cover, broadleaved, evergreen, closed to open (>15%); (60) Tree cover, broadleaved, deciduous, closed to open (>15%); (61) Tree cover, broadleaved, deciduous, closed (>40%); (62) Tree cover, broadleaved, deciduous, open (15-40%); (70) Tree cover, needleleaved, evergreen, closed to open (>15%); (81) Tree cover, needleleaved, deciduous, closed (>40%); (90) Tree cover, mixed leaf type; (100) Mosaic tree and shrub (>50%) / herbaceous cover (<50%); (110) Mosaic herbaceous cover (>50%)/tree and shrub (<50%); (120) Shrubland; 130) Grassland; (160) Tree cover, flooded, fresh or brakish water; (170) Tree cover, flooded, saline water; (180) Shrub or herbaceous cover, flooded, fresh/saline/brakish water; (190) Urban; (200) Bare areas; (210) Water bodies.

Land cover	#Rec In	#Rec Out	Area (km²)	Expected In	Expected Out	Proportion In	Chi <sup>2</sup>	<i>P-</i> value	Rescaled value
10	3	418	17313	7.71	413.29	0.01	2.34	0.13	-0.98
11	1	420	956	0.43	420.57	0.00	0.01	0.91	-0.99
30	0	421	1032	0.46	420.54	0.00	0.00	0.95	-1.00
40	1	420	6105	2.72	418.28	0.00	0.55	0.46	-0.99
50	0	421	204	0.09	420.91	0.00	1.84	0.17	-1.00
60	1	420	4847	2.16	418.84	0.00	0.20	0.65	-0.99
61	0	421	286	0.13	420.87	0.00	1.09	0.30	-1.00
62	0	421	49	0.02	420.98	0.00	10.47	0.00	-1.00
70	290	131	405105	180.50	240.50	2.21	116.29	0.00	1.00
81	0	421	35	0.02	420.98	0.00	15.05	0.00	-1.00
90	0	421	96	0.04	420.96	0.00	4.89	0.03	-1.00
100	13	408	29834	13.29	407.71	0.03	0.01	0.94	-0.90
110	0	421	1590	0.71	420.29	0.00	0.06	0.80	-1.00
120	100	321	394987	175.99	245.01	0.31	56.38	0.00	0.00
130	7	414	20143	8.97	412.03	0.02	0.44	0.51	-0.95
160	0	421	29	0.01	420.99	0.00	18.36	0.00	-1.00
170	0	421	2	0.00	421.00	0.00	279.55	0.00	-1.00
180	0	421	89	0.04	420.96	0.00	5.34	0.02	-1.00
190	4	417	6392	2.85	418.15	0.01	0.15	0.70	-0.97
200	0	421	247	0.11	420.89	0.00	1.38	0.24	-1.00
210	1	420	237	0.11	420.89	0.00	1.47	0.22	-0.99

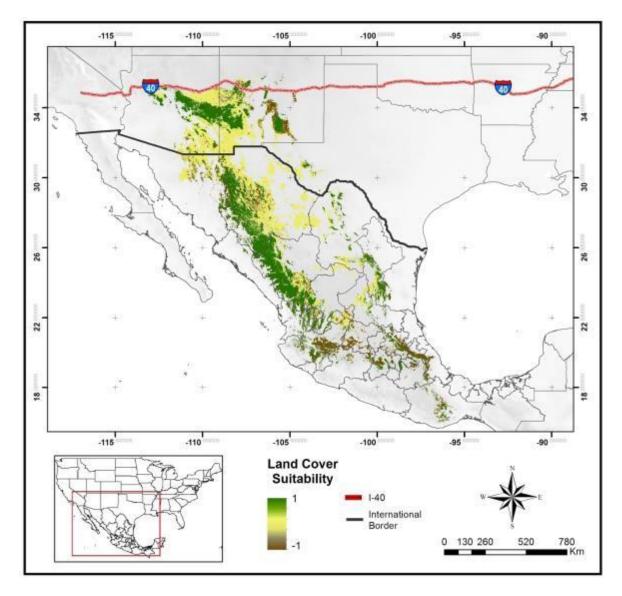


Figure 7. Standardized land cover map according to the habitat use/availability ratio (see text for details).

# Human population density

The conflicts between humans and wildlife are one of the leading factors encroaching populations of large mammals (MacDonald et al. 2013), especially carnivores (Dickman et al. 2013). Particularly for wolves, previous studies have

found that humans can have a strong influence in wolf ecology, behavior and mortality rates (Creel & Rotella 2010). For instance, human disturbance influence wolves' den selection and home range establishment (Mladenoff et al. 1995; Sazatornil et al. 2016). As well, a negative relationship between density of humans with wolf abundance has been documented, detecting critical thresholds of wolf tolerance to human presence, ranging from 0.4 to1.52 humans/km² (Mladenoff et al. 1995; Jedrzejewski et al. 2004; Oakleaf et al. 2006, Carroll et al. 2013). Therefore, human density is one of the key aspects to be considered for an analysis of suitable habitat for the wolf (Mladenoff et al. 1995; Kuzyk et al. 2004; Gehring & Potter 2005; Larsen & Ripple 2006; Belongie 2008; Jędrzejewski et al. 2008; Houle et al. 2009; Carnes 2011; Araiza et al. 2012; Fechter & Storch 2014; Bassi et al. 2015).

For this analysis we obtained a global human population density (individuals/km²) raster map sampled at 1 km resolution from the Gridded Population of the World, version 4 (GPWv4) web page (CIESIN-FAO-CIAT 2005): http://sedac.ciesin.columbia.edu/data/collection/gpw-v4 and clipped to our study region (Fig. 9). Then, the original values of the raster were rescaled from -1 to 1 using the following conditional formula in the raster calculator of ArcGIS 10.1:

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$$Con("x" <= a, (-1*(("x" - a)/a)), (-1*("x"/b)))$$
 Equation 2;

where **x** refers to the human population density layer; **a** is the threshold value and **b** refers to the maximum value of layer **x**. In this scale negative values represent human population densities unfavorable for the wolf and positive values favorable under three scenarios (optimistic, intermediate and pessimistic). Threshold values were defined at the Wolf Recovery Workshop in April 2016 based on Mladenoff (1995), who reports a value of 1.52 humans/km² (1.61 SE). We established that value for the pessimistic scenario, thus pixel values below this density were rescaled from 0 to 1 and above this value were rescaled from 0 to -1. We calculated 2 SE above the pessimistic threshold for the optimistic scenario, resulting in a human population density of 4.74 humans/km², which was used to rescale the map in the same way as in the previous map. Finally, for the intermediate scenario we simply

averaged these two values, resulting in 3.13 humans/km<sup>2</sup> and then rescaled (Figs. 8 and 9).

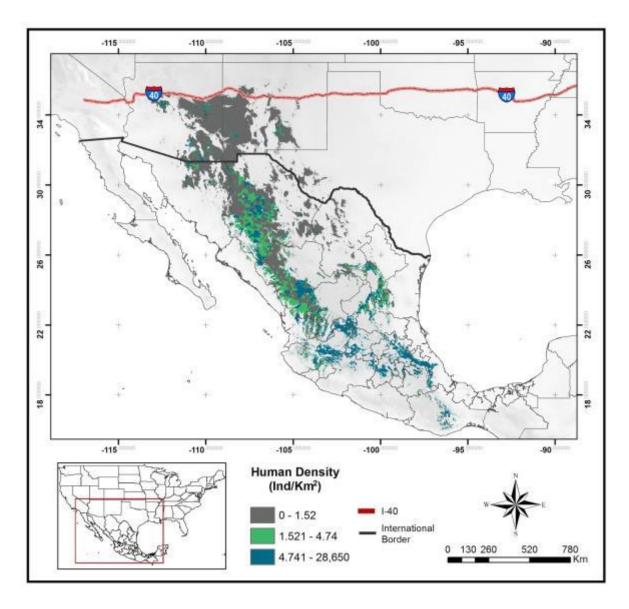


Figure 8. Human population density map in the inferred historic distribution of the Mexican wolf obtained from the Gridded Population of the World, version 4 (GPWv4).

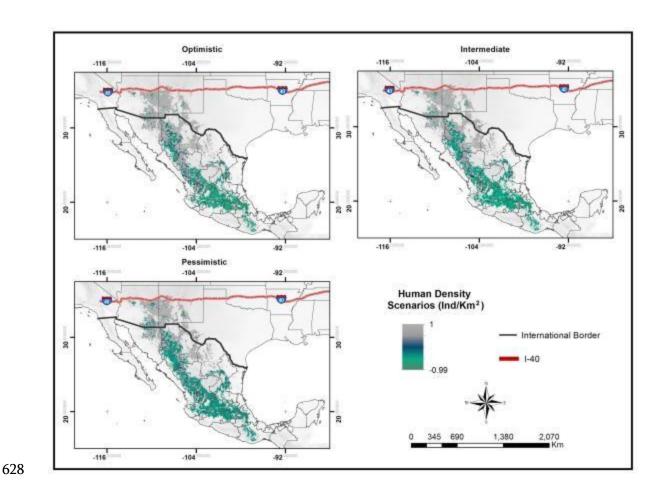


Figure 9. Rescaled human population density scenarios in the historic distribution of the Mexican wolf.

### Road density

Road density has been recognized by several authors as one of the limiting factors in habitat suitability of carnivores, specially for wolves (Mladenoff et al. 1995; Jedrzejewski et al. 2004; Oakleaf et al. 2006; Basille et al. 2013; Dickson et al. 2013; Bassi et al. 2015; Angelieri et al. 2016). Different studies have found that wolves can persist in human-dominated landscapes with road density thresholds varying from 0.15 to 0.74 km/km², preventing colonization, den establishment and intensive use of the habitat, showing that wolves preferably select areas isolated from human influence, including roads (Thiel 1985; Fuller et al. 1992; Mladenoff et al. 1995; Vickery et al. 2001; Mladenoff et al. 2009; Sazatornil et al. 2016). It has been advised

that road density should be monitored in wild areas to prevent exceeding limiting thresholds (Fuller et al. 1992). Several studies have included this variable in habitat suitability analysis for the wolf (Mladenoff et al 1995; Gehring & Potter 2005; Larsen & Ripple 2006; Mladenoff et al 2009; Carnes 2011; Carroll et al. 2013).

For this analysis we used two data sources for roads: OpenStreetMap (http://www.openstreetmap.org/), downloaded from Geofabrik (http://download.geofabrik.de/), which is a vector map of the roads of the world at a maximum scale of 1:1,000 in urban areas, and because the roads from Mexico in this database were not complete we complemented the information with a road map for Mexico at a scale of 1:250,000 (INEGI 2000). From these two maps we selected paved roads and dirt roads suitable for two-wheel drive vehicles. From the unified map we calculated road density (linear km/km²) using the Line Density function in ArcGis 10.0 (Fig. 10).

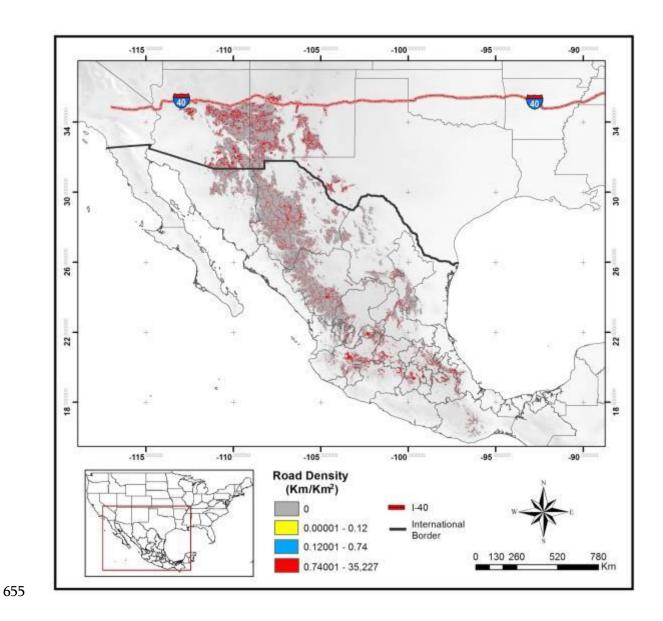


Figure 10. Road density map in the historic distribution of the Mexican wolf obtained from a combination of the OpenStreetMap database and INEGI (2000).

Road density values were rescaled to -1 to 1 using Equation 1 in the same way as we did with the human density map to construct the pessimistic, optimistic and intermediate scenarios, using the following threshold values: for the optimistic scenario it was 0.74 km/km², for the pessimistic 0.15 km/km², and for the intermediate 0.445 km/km² (Fig. 11).

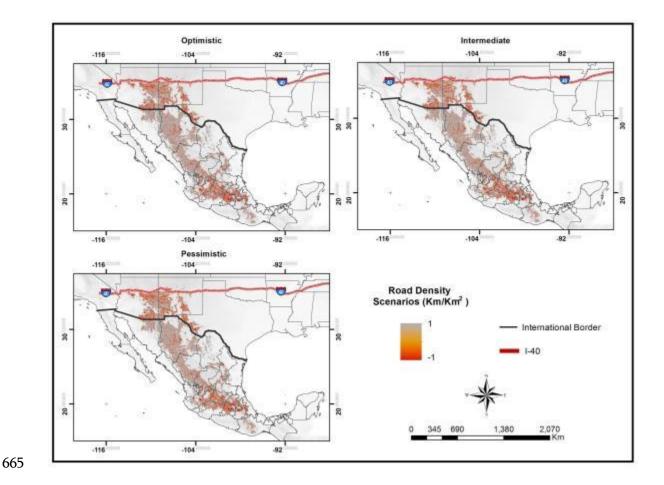


Figure 11. Rescaled road density scenarios in the historic distribution of the Mexican wolf.

# 3. Ungulate density estimation

Demography of wolves, as many other carnivores, strongly depends on the availability of their prey (Fuller et al. 1992). For instance, density of primary prey species has been identified as an important factor promoting wolf survival, recruitment and habitat use (Oakleaf et al. 2006). In contrast, the effect of wolf predation on wild prey largely depends on the number of wolves, kill rates and the response of prey to other predators (Seip 1995). For these reasons, prey densities have been used as a key predictor of wolf population and for habitat analysis (Fuller et al. 1992, 2003; Oakleaf et al. 2006; Belongie 2008; Moctezuma-Orozco et al.

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2010). Based on this knowledge, we used ungulate field density estimations in the US and Mexico to calculate an ungulate biomass index (UBI) (Fuller et al. 2003) across wolf historical distribution (according to Fig. 5).

Ungulate field density estimates in the US come from aerial counts of elk, mule deer and white-tailed deer at 23 Game Management Units (GMUs) in Arizona and 7 in New Mexico. In the case of New Mexico, counts for mule and white-tailed deer were aggregated, so it was not possible to estimate an UBI value for each species thus this information was not used. For Mexico, we had two sets of whitetailed deer density estimates: (1) from wildlife surveys carried out in 2009 by Carlos López and his team using 30 sites with camera-traps (around 30 camera traps per site) across the state of Chihuahua. Details on the sampling scheme and density estimations can be found in Lara-Díaz et al. (2011). (2) White-tailed deer density from 193 Unidades de Manejo para la Conservación de la Vida Silvestre (UMAs) in four states of Mexico: Sonora, Chihuahua, Durango, and Sinaloa from 1999 to 2010 (Fig. 13). UMA data were gathered and organized by Jorge Servín, but the original source came from UMAs' field technicians that estimated deer density under different sampling techniques (e.g., direct, tracks and fecal pellets counts), but reliability has not been thoroughly evaluated, thus there is some uncertainty in these estimates. Importantly, all these data do not account for the high frequency (annual to semi-decadal) changes in ungulate populations that are influenced by a myriad of factors including prior harvest, drought, disease, or habitat degradation. Ideally, we would use a long-term average which would indicate the central tendency for the UMA or GMU areas.

After preliminary analyses to model the UBI across the Mexican wolf range we made several decisions for each species. For elk, we used the 30 available density data obtained from the GMUs (23 from Arizona and 7 from New Mexico) because elk do not occur in Mexico. The New Mexico data for elk are at a large regional GMU level. This leads to two results: (1) the variability in the environmental signatures is very small, and (2) the non-linearity in habitat quality may be hidden;

however, the estimates were very similar to the Arizona GMU data in most cases. For mule deer we used survey data for the Arizona GMUs, Mexican UMAs and camera trap data from Chihuahua. We discarded the UMA data from the UBI modeling because values reported in the Sonora and Chihuahua UMAs were up to 10 times greater than the average values in Arizona and New Mexico. Therefore, for this analysis we used 67 point estimates of density data from GMU and cameratrap surveys. For the analysis we initially split the data into two subspecies of mule deer (Desert and Rocky Mountain), but this proved uninformative so we combined both types into a single UBI model. Finally, for the white-tailed deer, we decided to use only density data from within the historical range of the wolf in the Sierra Madre thus excluding several UMAs located in the desert lowlands in western Sonora. This resulted in 90 point estimates of whitetail density data to build the UBI model.

Methodological differences between sources of data had an effect on density estimation. UMA data come from the annual reports of management units which, in turn, also have different methodologies to estimate densities. Also, UMAs primary source of income come from hunting tags, thus different management practiced in ranches caused important variability in the data. Aerial counts for ungulates in Arizona may be more accurate in open areas, but in dense forested areas —where white-tailed deer usually prefer— counts may be less reliable. All these factors contributed to differences in density estimations from the three sources.

Rangewide density estimations for the three ungulate species were explored under a Generalized Linear Model (GLM) and Random Forest (RF) modeling. The last approach was also implemented for the mule deer and elk. The GLM/RF approach was implemented to establish the critical parameters for the best estimate of the Ungulate Biomass Index (UBI) (Fuller et al. 2003).

### **UBI** modeling

The Ungulate Biomass Index (UBI) (Fuller et al. 2003) is a standardized value which uses a weighting factor based on mean animal biomass (Table 6) to make body mass of different ungulate species comparable. For the purpose of the habitat model, we used the density estimates described above to build a UBI model across the historical range of the Mexican wolf under the GLM/RF approach. The UBI model was then included in some habitat suitability scenarios.

Table 6. Description of the Ungulate Biomass Index (UBI) factor for white-tailed deer, mule deer and elk.

Dependent parameter	ID	Units	UBI factor	Density data source
White-tailed deer density	WT	Individuals/km <sup>2</sup>	0.6	GMU, CAMSURV, UMA
Mule deer density	MD	Individuals/km <sup>2</sup>	1	GMU, CAMSURV
Elk density	ELK	Individuals/km <sup>2</sup>	3	GMU

In general, ensemble modelling using machine learning and data-driven tools, such as RF, use non-linear and non-parametric data with numerous hidden interactions, thus, they are likely to violate most statistical assumptions and traditional parametric statistical approaches. RF can be used for prediction, bagging (decision-trees) can be used for assessing stability, and a single decision tree is used for interpreting results if stability is proven. The RF model helps to establish which model parameters are useful. In our case, we used RF with the density data from GMU, CAMSURV and UMA for regression modelling. We also used climatic, topographic, and ecological variables available for calibrating models. Reliability of individual species' models were measured via r² and the Akaike Information Criterion (AIC).

For the analyses we compared the response of ungulate density to 15 variables selected from an initial set of 27 based on their levels of significance versus the UBI: (1) monthly climate data archive (DAYMET v2, Thornton et al. 2014); (2) NASA SRTM (90m) digital elevation model and derivative products including the topographic wetness index and slope; (3) EarthEnv.org suite of habitat types (Tuanmu & Jetz 2014); (4) global cloud cover layers from MODIS (Wilson & Jetz 2016); and population density (CIESIN-FAO-CIAT 2005) (Table 7).

Table 7. Independent parameters used for the GLM/RF modeling.

Independent Parameters	ID	Units	Scale	Source
Slope	SLP	radians	90 m	Calculated using the patched SRTM DEM with SAGA-GIS
Mean Annual Precipitation	MAP	millimeters (cm)	1 km²	DAYMET v2
Mean Annual Temperature	MAT	degrees Celsius (C)	1 km²	DAYMET v2
Net Primary Productivity	NPP	kg C m2	1 km²	MODIS MOD17A3
Forest Canopy Cover	FORCOVER	%	1 km²	NASA (Hansen et al. 2013)
Forest Canopy Height Model	СНМ	meter	1 km²	NASA (Simard et al. 2011)
Topographic Wetness Index	TWI	index (unitless)	90 m	NASA SRTM, TauDEM (OpenTopo metadata job 1, job 2)
Digital Elevation Model	DEM	meters (m)	90 m	NASA SRTM, TauDEM (OpenTopo metadata job 1 , job 2 )
Vegetation Types:		%	1 km²	Tuanmu & Jetz 2014.

Herbaceous; Cultivated; Evergreen- deciduous- needleleaf	HERB CULTIV EVDECNEED			Data available on-line at http://www.earthenv.org/.
Population Density	POPDENS	Individuals/ km²	1 km²	CIESIN-FAO-CIAT 2005. Data available on-line at http://dx.doi.org/10.7927/ H4639MPP.
MODIS Cloudiness: Mean annual; Inter-annual SD; Intra-annual SD	CLDANN CLDINTER CLINTRA	Mean, Inter-annual Standard Deviation,	1 km²	Wilson & Jetz 2016. http://www.earthenv.org/c loud
Intra-annual SD	CLINTRA			

We used the shapefiles for the current distribution of white-tailed deer, mule deer, and elk for Arizona in each GMU and the perimeter boundaries of the UMAs to calculate the mean value for each species habitat distribution area with the QGIS Raster Zonal Statistics. The input variable for ungulates was the Ungulate Biomass Index (UBI). To calculate the UBI within the total suitable habitat area we used the following function:

773 UBI = n \* B / area

Equation 3;

where n is the observed number of individuals in the GMU, B (beta) is a weighting factor, and area is square kilometers of suitable habitat in the GMU or UMA.

For the UMAs we had the total number of individuals per km only, so we weighted this using the B factor to derive the UBI for Mexico, as follows:

779 UBI = (n / area) \* B

Equation 4;

All calculations were made in RStudio (Rstudio Team 2016). The script loads the data, calculates a series of GLM models, and then produces variable importance models and figures of the Random Forest outputs.

In general, for elk, the variance explained with the RF regression models was relatively good, but low for the mule deer and white-tailed deer (Table 8). Low R<sup>2</sup>, particularly for deer data, is a consequence of the large dispersion of density data values, where wide variability exists within and amongst identical climate and topographic areas. Despite this, a relationship with predictor variables exists, which suggests that the model conservatively estimates the central tendency for the broader landscape.

Table 8. Percentage of the UBI variance explained and Mean of Squared Residuals of the GLM/RF models for the three ungulates.

Species	% of variance explained (R²)	Mean of Squared Residuals
Elk	43.5	9.33
Mule deer	25.49	0.2
White-tailed deer	9.39	1.94

of the Mexican wolf (Fig. 13). This map represents the estimated ungulate biomass

#### Rangewide UBI map

UBI distribution maps of each species across the whole study area were built in a GIS using the best fit GLM/RF models. Then, the UBI map of each species was clipped to its known distribution using the IUCN polygon maps (IUCN 2016) (Fig. 12). Finally, the three individual UBI maps were summed together in a GIS to produce a combined UBI map, which was clipped to match the historical distribution

available for Mexican wolf populations. Finally, the UBI map was rescaled from 0-1 to match the other layers for the habitat suitability model (Fig. 14).

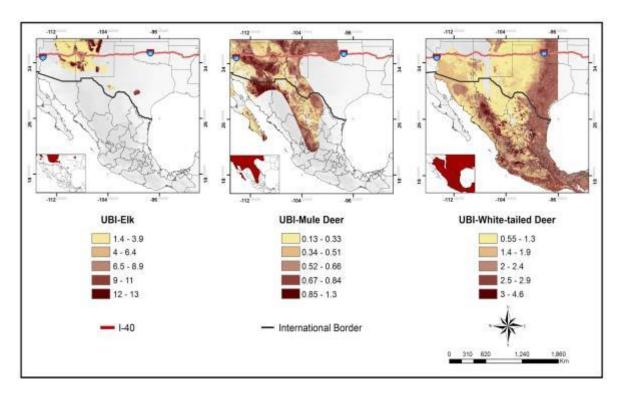


Figure 12. Ungulate Biomass Index (UBI) map for the elk, mule deer and white-tailed deer. Inset images represent the known distribution of species according to IUCN (2016).

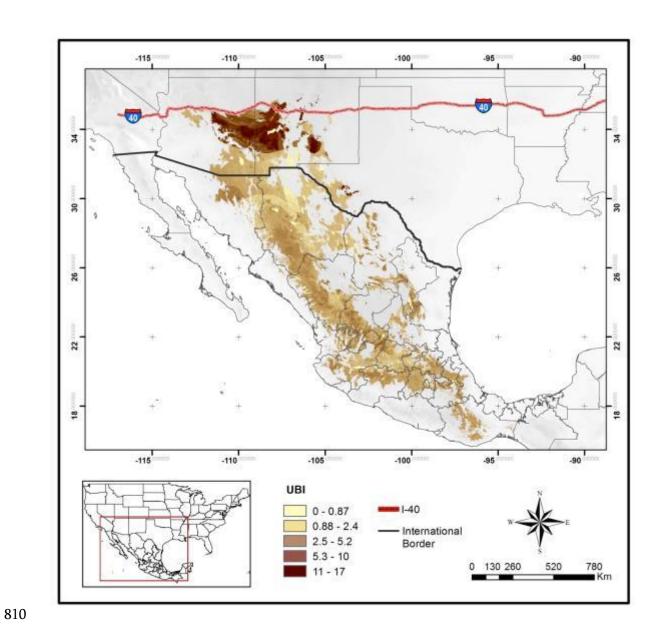


Figure 13. Combined Ungulate Biomass Index (UBI) map for the elk, mule deer and white-tailed deer across the Mexican wolf historical range.

812

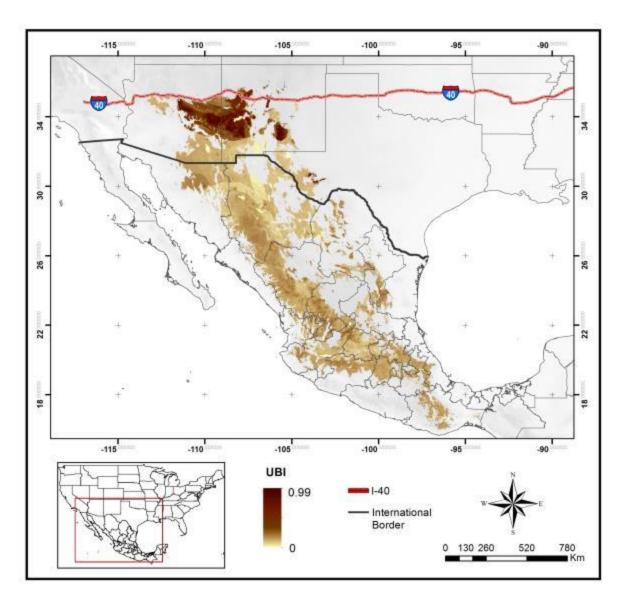


Figure 14. Rescaled Ungulate biomass index (UBI) map.

# 4. Habitat suitability modeling

We produced two sets of habitat suitability scenarios, with and without the Ungulate Biomass Index (UBI) map. This is because our geographic estimations of the UBI are less reliable than the other habitat variables, therefore its inclusion may mislead the habitat models.

To produce all habitat suitability scenarios for the Mexican wolf we implemented an additive model with the rescaled variables. For the set of scenarios without UBI information we summed: the niche model (with values from 0-1) + land cover + human density + road density maps (all with a scale from -1 to 1) using the raster calculator in ArcGis 10.0; hence, the resulting map may have values ranging from -3 to 4. For the set of scenarios including the UBI variable (with values from 0-1) we simply summed this variable to the rest as described above, thus potentially holding values of -3 to 5. The niche model and land cover were fixed factors for all scenarios (pessimistic, intermediate and optimistic), whereas human and road densities varied depending on the scenario: in the pessimistic scenario habitat suitability is more strongly impacted by anthropogenic variables (human and road densities), whereas for the optimistic scenario wolves tolerate higher values of these two variables. The intermediate scenario is simply the mean value of the two anthropogenic variables between these two extremes.

In order to identify the areas of the highest habitat quality for the wolf, we reclassified each scenario as follows: for the set of scenarios without UBI, values lower than zero were coded as unsuitable, values between 0-3 were coded as low quality, and values >3 were coded as high quality. Therefore, pixels classified as high quality corresponded to areas with a combination of high climatic suitability, in needleleaf forests and with low human impact. For the set of scenarios with UBI, unsuitable areas corresponded to values lower than 0; values between 0-3.2 were considered low quality; pixel values between 3.2-3.95 were classified as high quality and pixels >3.95 were coded as highest quality, indicating that ungulate density in those areas is highest.

## 5. Identification of suitable areas for future recovery actions

High-quality pixels in each scenario were converted to vector format to carry out a connectivity analysis using Fragstats ver. 4 (McGarigal et al. 2012), in order to

identify continuous or aggregated patches across the geographic distribution of the Mexican wolf. Then, we identified geographical units in the US and Mexico containing these habitat clusters. Finally, polygons representing the protected areas of the US and Mexico were overlaid on the habitat suitability scenarios and high-quality patches, as well as the map of the municipalities of Mexico to identify potential areas for future releases.

## 6. Estimation of Mexican wolf population size in suitable areas

There are two fundamental approaches that have been previously used to estimate wolf population size: (a) based on home range size of wolf packs and calculate the number of wolves in the available area, and (b) based on the relationship of prey density with wolf density and then extrapolate to the available area (Bednarz 1988; Fuller 1989; Messier 1995; Mladenoff 1997; Paquet et al. 2001; Table 10). Despite the fact that all of them estimate the number of wolves per 1000 km², not all of the formulas use the same input units. For instance, Bednarz (1988) uses number of prey per 100 km², Fuller (1989) and Messier (1995) use units of prey (equivalent to 1 white-tailed deer), whereas Paquet (2001) uses average biomass.

Mladenoff et al. (1997) used the Fuller (1989) model and a home range-based model to estimate eventual wolf populations for Wisconsin and Michigan about 20 years ago, when about 99 wolves existed in Wisconsin (Wydeven et al. 2009), and 116 in Michigan (Beyer et al. 2009). The Fuller (1989) model estimated an eventual population of 462 for Wisconsin (90% confidence interval [CI]: 262-662), and 969 for Michigan (90% CI: 581-1357). A home range/habitat area-based model estimated potential population of 380 for Wisconsin (90% CI: 324-461) and 751 for Michigan (90% CI: 641-911). In recent years, the maximum population count achieved in Michigan was 687 in 2011, 71% of estimate by Fuller (1989) model and 91% of home range model estimate, and both estimates were within 90 CI of both models. The maximum count in Wisconsin was 866 in 2016, 187% of the Fuller (1989) model

estimate and 228% of the home range model, and the recent count excedes the 90% CI of both methods. Thus, these two methods made reasonable estimates of potential wolf population for Michigan, but underestimated wolf numbers for Wisconsin, suggesting that the methods are reliable but somewhat conservative.

For this analysis we used and compared available methods to estimate wolf numbers (Table 9). In all cases, an estimation of the available suitable area was necessary, so for the scenarios not including the UBI layer, we used the high-quality patches and calculated their areas, and for the scenarios with the UBI layer we used the high- and highest-quality patches to obtain area calculations, and from these calculations we estimated wolf numbers.

Table 9. Equation and it author to estimate wolf numbers. y= number of wolves /1000km2; x= number of prey/biomass.

Author	Formula
Bednarz 1988	y = 14.48 + 0.03952x
Fuller 1989	y = 3.34 + 3.71x
Messier 1995	y = 4.19x
Paquet 2001	y = 0.041x
Home-range-based	764 km² / pack (4.19 wolves)

For estimations of wolf numbers based on the home range size, we used the

average size reported for the wolf packs in the US for the last two years of 764 km<sup>2</sup> and an average of 4.19 wolves per pack (USFWS 2014, 2015). For wolf numbers estimations based on deer density, we obtained UBI values directly from the ungulate density map (see 'Ungulate density estimation' section) and averaged all pixel values from the same geographic unit (e.g., Arizona-New Mexico, Northern Sierra Madre Occidental, etc.), and finally those values were used in the equations of Table 9.

In sum, we generated two sets of wolf population size estimations for each scenario: (1) using the habitat suitability map with the UBI in the additive model and UBI averaged across geographic units from the GLM/RF model; and (2) using the habitat suitability map without the UBI in the additive model and UBI was also averaged across geographic units from the GLM/RF model.

# **Results and Discussion**

## Habitat suitability scenarios without the Ungulate Biomass Index (UBI) map

Results of the additive habitat suitability models excluding the Ungulate Biomass Index (UBI) map indicate that relatively large areas of high-quality habitat exist for the Mexican wolf in southwestern US, Sierra Madre Occidental and Sierra Madre Oriental even under the pessimistic scenario (Fig. 15). Although high-quality patches still remain in the Mexican Transvolcanic Belt and southwards, these are not large enough by themselves or are not connected to form continuous areas, thus they are unsuitable to maintain a large population of wolves, even in the intermediate (Fig. 16) and optimistic (Fig. 17) scenarios.

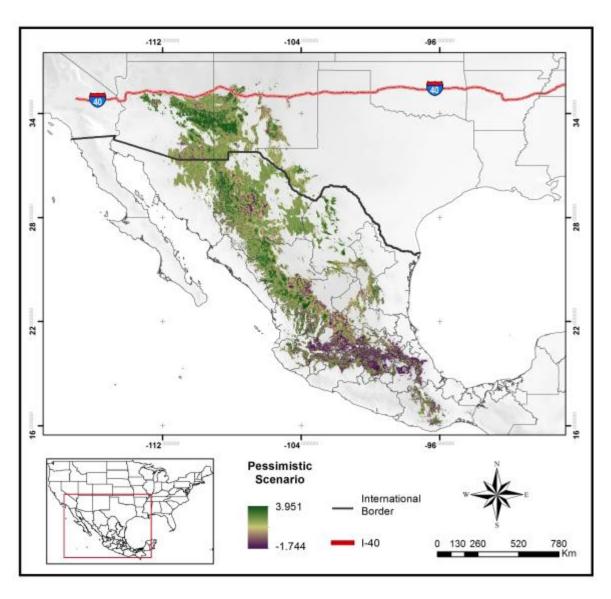


Figure 15. Pessimistic habitat suitability scenario (continuous) for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, and road density.

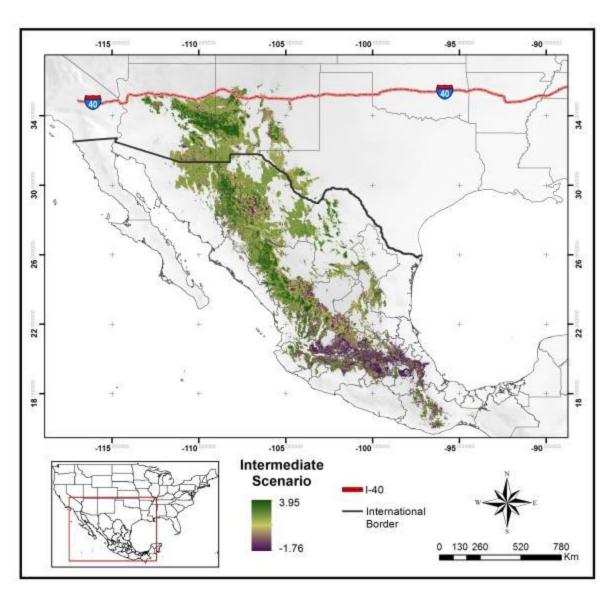


Figure 16. Intermediate habitat suitability scenario (continuous) for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, and road density.

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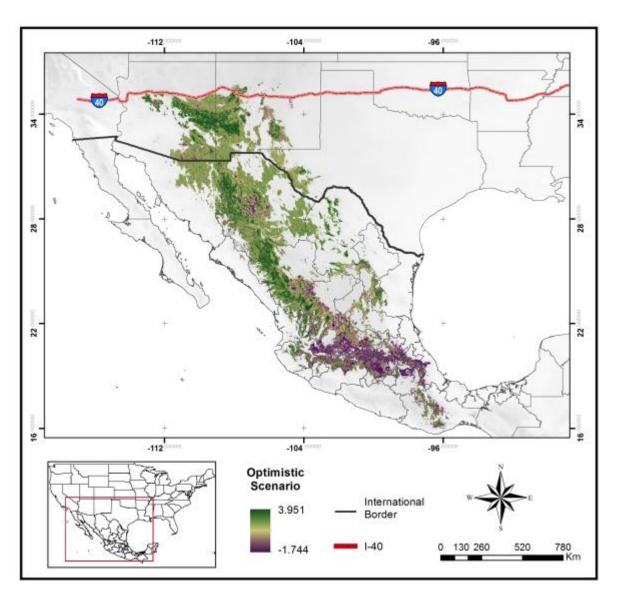


Figure 17. Optimistic habitat suitability scenario (continuous) for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, and road density.

Reclassified continuous maps into unsuitable, low-quality and high-quality habitat indicate that remaining high-quality areas exist in the two countries. In the US, highest-quality areas are located in and around the MWEPA and in southern New Mexico in the three scenarios (Figs. 19-21). In Mexico, the Sierra Madre Occidental holds large areas of high-quality habitat concentrated in two main areas, one in northern Chihuahua running along the border with Sonora, and the other one

in Durango down to western Zacatecas and northern Jalisco. The Sierra Madre Oriental holds significant high-quality areas in Tamaulipas, Nuevo León and Coahuila, but mountain ranges in that region are naturally more fragmented than in the Sierra Madre Occidental (Figs. 18-20).

Potential connectivity between the two Sierras Madre mountain ranges is detected in at least three regions: at the north via eastern Chihuahua and Coahuila; in the center, from Durango to Nuevo León crossing through southern Coahuila, and in the south from Durango-Zacatecas to Tamaulipas via San Luis Potosí (Figs. 18-20).

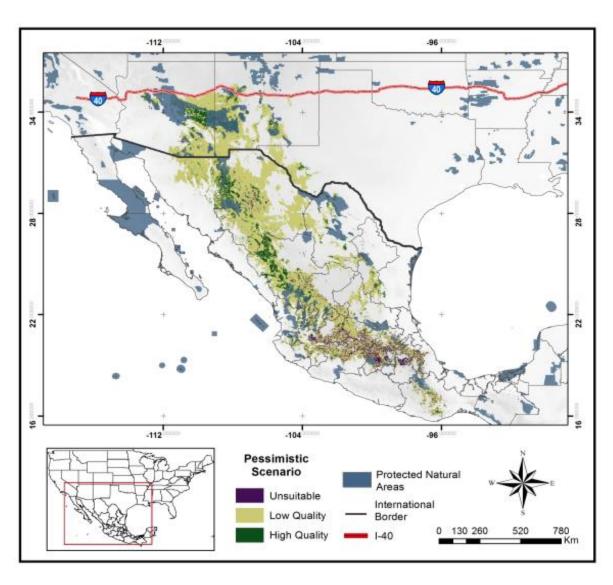


Figure 18. Reclassified pessimistic habitat suitability scenario for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, and road density. Habitat model values for reclassification were: Unsuitable < 0, Low Quality = 0-3, High Quality > 3.

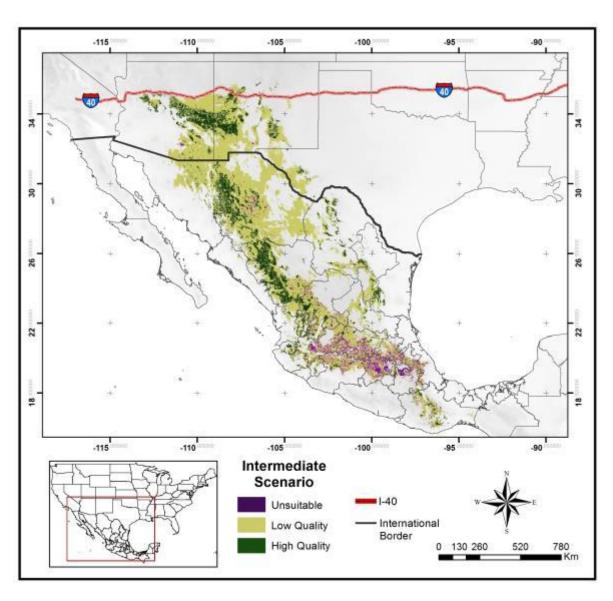


Figure 19. Reclassified intermediate habitat suitability scenario for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, and road density. Habitat model values for reclassification were: Unsuitable < 0, Low Quality = 0-3, High Quality > 3.

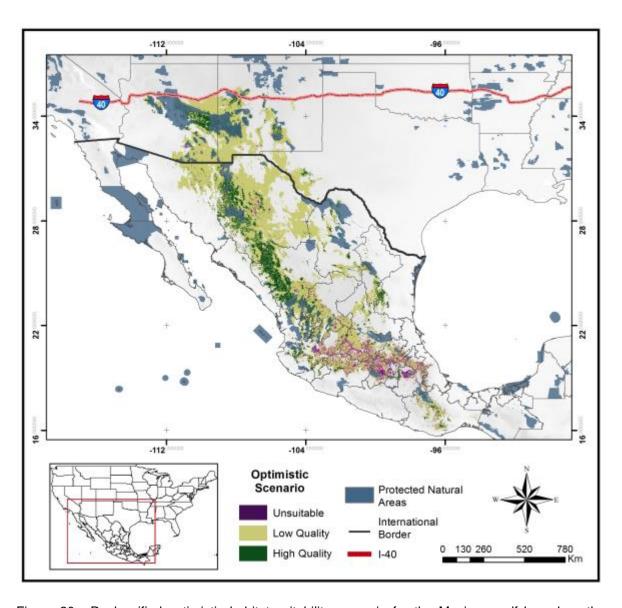


Figure 20. Reclassified optimistic habitat suitability scenario for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, and road density. Habitat model values for reclassification were: Unsuitable < 0, Low Quality = 0-3, High Quality > 3.

We calculated the area of all high-quality habitat patches for the reclassified maps for each scenario (Figs. 18-20) in the four regions with largest continuous areas: (1) Arizona-New Mexico, (2) Northern Sierra Madre Occidental, (3) Southern Sierra Madre Occidental, and (4) Sierra Madre Oriental. Individually, the Arizona-New Mexico area holds the largest amount of high-quality habitat in the intermediate,

followed by Northern Sierra Madre Occidental, Southern Sierra Madre Occidental, and Sierra Madre Oriental (Table 10). However, the two large areas of habitat of the Sierra Madre Occidental are not completely isolated, they are extensively connected by suitable habitat of variable quality, even in the pessimistic scenario, conforming the largest continuum of habitat for the Mexican wolf (Fig. 18).

Table 10. Area estimates of high-quality patches for the intermediate scenario without UBI.

Intermediate Scenario	Area (Km2)
Region	108,522
1. Arizona-New Mexico	44,477
2. Northern Sierra Madre Occidental	21,538
3. Southern Sierra Madre Occidental	34,540
4. Sierra Madre Oriental	7,967

### Habitat suitability scenarios with the Ungulate Biomass Index (UBI) map

When the UBI layer was added to the habitat suitability model, an additional quality category was included (highest quality) to identify the areas with highest prey density. Comparing the two habitat models (with and without the UBI information), we observe that geographic patterns of the highest quality areas are maintained: Arizona-New Mexico, Sierra Madre Occidental and Sierra Madre Oriental regions hold large high-suitable areas in the three scenarios (Figs 21-23). However, the highest-quality areas were found in large patches only in the Arizona-New Mexico and in a much lesser extent in the two Sierras Madre (Figs 21-23); this is particularly conspicuous in the pessimistic scenario (Fig. 21). This is an expected result as the Arizona-New Mexico area holds the highest UBI (Fig. 14) due to the presence of the three ungulate species, whereas in most of the Mexican portion of the wolf

distribution, there is only white-tailed deer and smaller mammals (Fig. 13). Examining the intermediate scenario, the extent of habitat increases dramatically on the Mexican side of the distribution when the high- and highest-quality patches are combined (Table 11). This is not so dramatic for the Arizona-New Mexico region because most of the habitat of this area is of the highest quality (Fig. 22).

Table 11. Area estimates of the highest-quality patches and high- and highest-quality patches combined for the intermediate scenario with UBI.

Intermediate Scenario	High and Highest quality patches (Km²)	Highest quality patches (Km²)
Region	108,722	51,829
1. Arizona-New Mexico	44,477	30,255
2. Northern Sierra Madre Occidental	21,538	8,073
3. Southern Sierra Madre Occidental	34,540	8,689
4. Sierra Madre Oriental	7,967	4,782

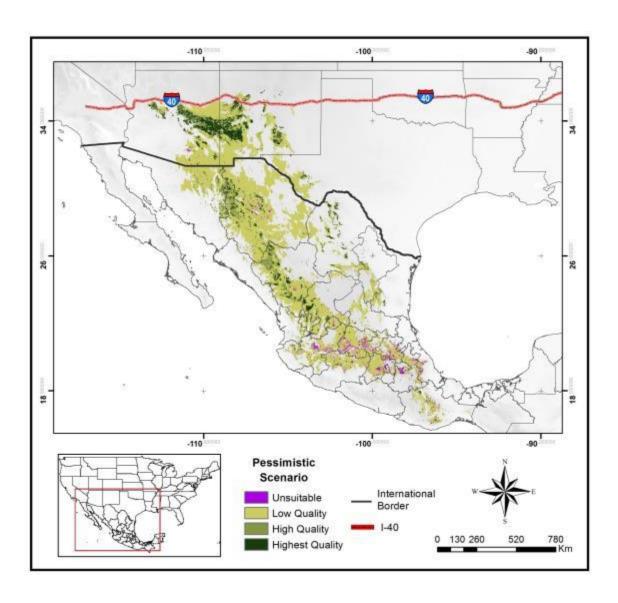


Figure 21. Rescaled pessimistic habitat suitability scenario for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, road density, and UBI. Habitat model values for reclassification were: Unsuitable < 0, Low Quality = 0-3.2, High Quality = 3.2-3.95, Highest Quality > 3.95.

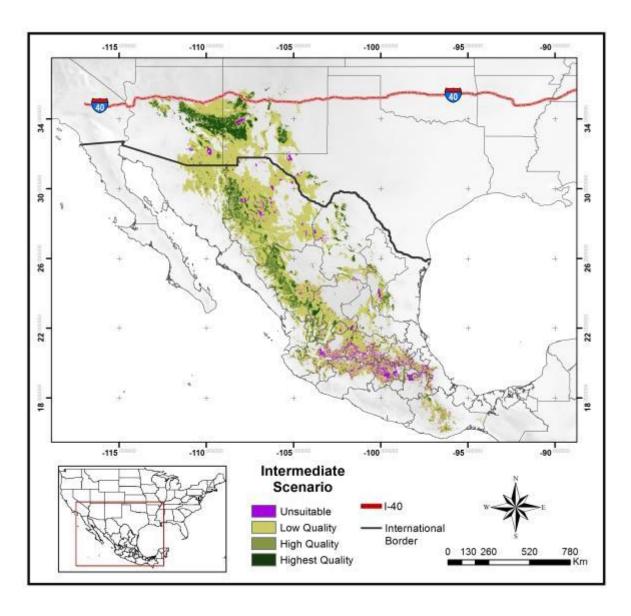


Figure 22. Rescaled intermediate habitat suitability scenario for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, road density, and UBI. Habitat model values for reclassification were: Unsuitable < 0, Low Quality = 0-3.2, High Quality = 3.2-3.95, Highest Quality > 3.95.

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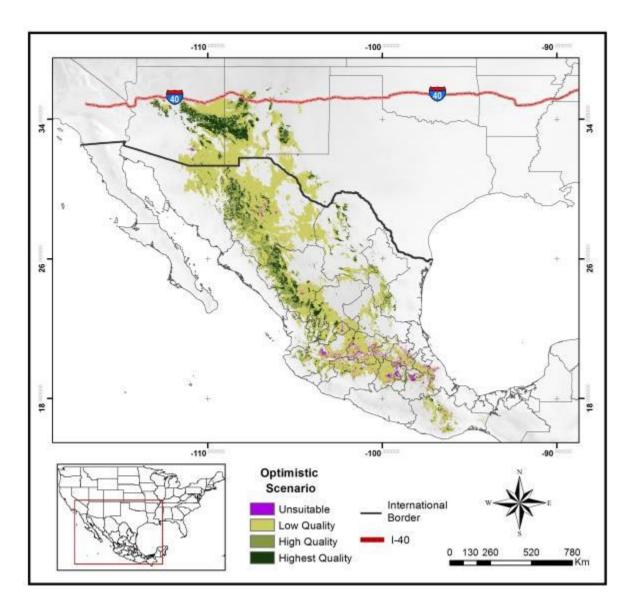


Figure 23. Rescaled optimistic habitat suitability scenario for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, road density, and UBI. Habitat model values for reclassification were: Unsuitable < 0, Low Quality = 0-3.2, High Quality = 3.2-3.95, Highest Quality > 3.95.

### Goal 1: Potential areas for undertaking recovery actions in Mexico

We consider that recovery efforts should focus in areas where conditions – both environmental and social– are favorable. This habitat suitability analysis is only the first of a series of steps that should be considered to select specific sites for

further releases. Therefore, the scope of this study is to identify those areas in which suitable habitat conditions prevail and thus fieldwork should be initiated to evaluate environmental parameters like prey and cattle density, habitat condition, and social aspects such as land tenure, attitude towards the presence of wolves, and safety conditions for field teams, among others.

To be conservative, we carried out this analysis for the scenarios obtained from the habitat model without UBI information, as we are concerned about the reliability of this map. From the patch analysis and for each scenario we identified the largest, continuous patches. In the intermediate scenario, the largest patch was located in the Arizona-New Mexico region with an extension of 33,674 km<sup>2</sup>. The other two were located in the Sierra Madre Occidental, one in the north, in Chihuahua-Sonora covering 25,311 km<sup>2</sup> and the other one in Durango with an expanse of 39,610 km<sup>2</sup> (Table 10). No continuous patches larger than 1,500 km<sup>2</sup> were identified in the Sierra Madre Oriental, suggesting that forests in this area are fragmented and connectivity is probably lower than in the Sierra Madre Occidental; nonetheless, scattered patches combined cover 9,259 km<sup>2</sup>. Several small patches exist along and between the two Sierras Madre, in Coahuila and San Luis Potosí, and also between the Northern Sierra Madre Occidental and the MWEPA, in the Sky Islands, that might serve as stepping-stones for dispersing individuals across big patches (Fig. 25). It is important to highlight that as we move towards optimistic scenarios, change in total suitable area, especially in the south of the Sierra Madre, increases disproportionately compared to other areas, including those in the United States (Figs. 24-26). This suggests that if conditions in the field are more similar to optimistic scenarios, available area for the wolves will be much higher. Also, with habitat restoration and appropriate social conservation programs, the potential for wolf recovery in Mexico greatly increases.

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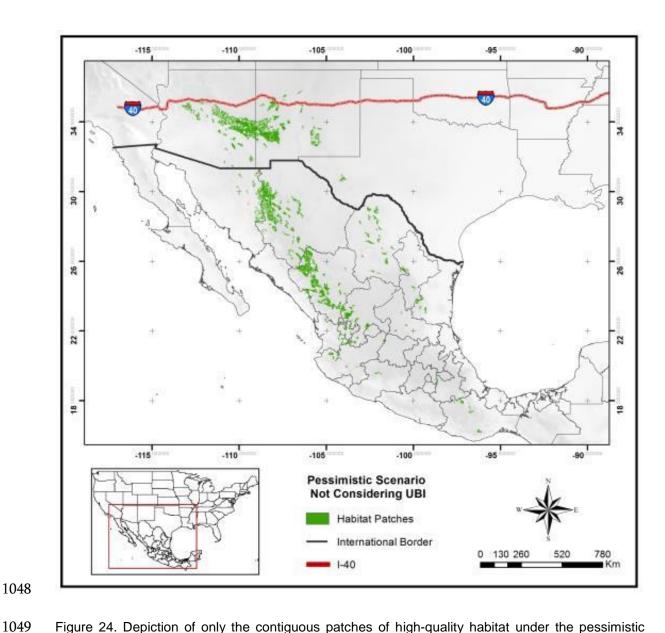


Figure 24. Depiction of only the contiguous patches of high-quality habitat under the pessimistic scenario for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, and road density.

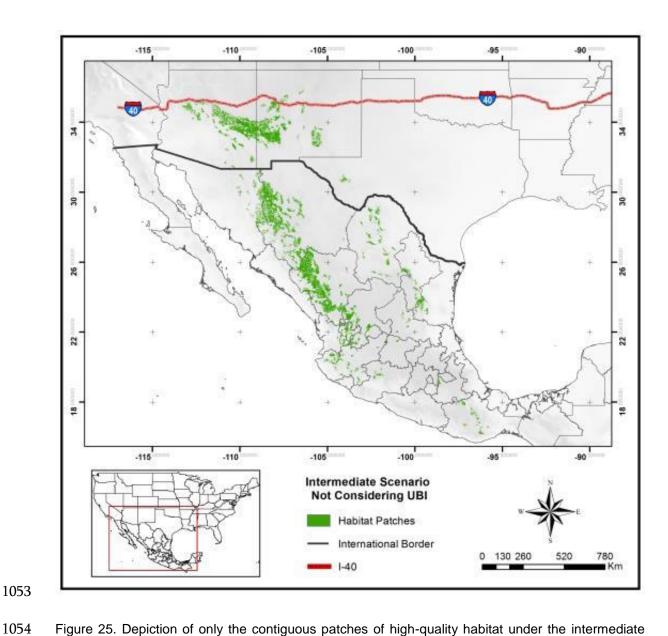
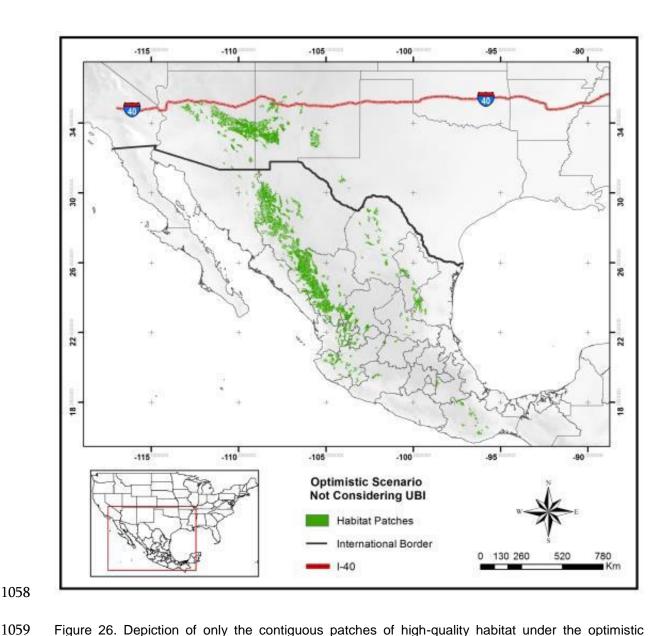


Figure 25. Depiction of only the contiguous patches of high-quality habitat under the intermediate scenario for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, and road density.



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Figure 26. Depiction of only the contiguous patches of high-quality habitat under the optimistic scenario for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, and road density.

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Three natural protected areas in Chihuahua (Tutuaca-Papigochi, Campo Verde and Janos), one in Sonora (Ajos-Bavispe) and one in Durango (La Michilía, as well as the proposed protected area Sierra Tarahumara) cover part of the largest high-quality habitat patches in the Sierra Madre Occidental, as exemplified with the intermediate scenario (Fig. 27). In the Sierra Madre Oriental, Maderas del Carmen in Coahuila and Cumbres de Monterrey in Nuevo León are two federal protected areas that hold wolf high-quality habitat (Fig. 27). Hence, an opportunity to merge efforts among authorities from different government agencies at the federal and state levels seems feasible.

Regarding the results in the United States, we obtained several patches including the largest one in Arizona-New Mexico (in the MWEPA and surrounding area), which comprises several national forests parks that combined reaches ~33,000 km². This includes areas located in Lincoln National Forest and along the Cibola National Forest, in New Mexico (Figs. 27).

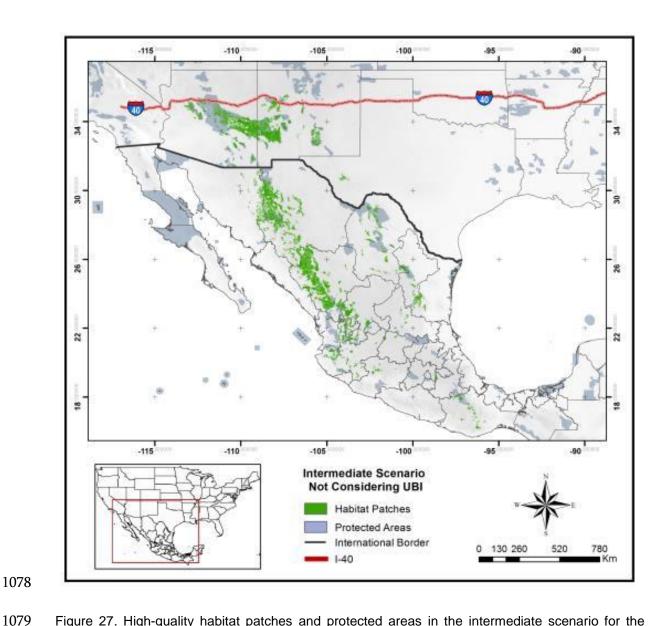


Figure 27. High-quality habitat patches and protected areas in the intermediate scenario for the Mexican wolf based on the combination of climatic suitability, land cover use, human population density, and road density.

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Finally, we overlaid the municipal boundaries map of Mexico on the intermediate scenario to identify the municipalities that hold significant area of highquality habitat. In the northern Sierra Madre Occidental, 13 municipalities were identified, 15 in southern Sierra Madre Occidental 15, and 9 in the Sierra Madre Oriental (Table 12).

 Table 12. Municipalities with high-quality habitat under the intermediate scenario for the Mexican wolf.

State	Municipality	
Sierra Madre Occidental North		
Chihuahua	Carichi	
Chihuahua	Casas Grandes	
Chihuahua	Guerrero	
Chihuahua	Ignacio Zaragoza	
Chihuahua	Janos	
Chihuahua	Madera	
Chihuahua	Maguarichi	
Chihuahua	Temosachi	
Sonora	Bacerac	
Sonora	Huachinera	
Sonora	Nacori Chico	
Sonora	Sahuaripa	
Sonora	Yécora	
Sierra Madre Occidental South		

Chihuahua	Balleza
Chihuahua	Guadalupe y Calvo
Durango	Canatlan
Durango	Durango
Durango	Guanacevi
Durango	Mezquital
Durango	Ocampo
Durango	Otaez

Durango	San Bernardo	
Durango	San Dimas	
Durango	Santiago Papasquiaro	
Durango	Suchil	
Durango	Tepehuanes	
Zacatecas	Jimenez del Teul	
Zacatecas	Valparaiso	
Sierra Madre Oriental		
Coahuila	Acuña	
Coahuila	Múzquiz	
Coahuila	Ocampo	
Coahuila	San Buenaventura	
Nuevo León	Doctor Arroyo	
Nuevo León	General Zaragoza	
Tamaulipas	Jaumave	
Tamaulipas	Miguileuge	
	Miquihuana	

### Goal 2: Estimates of Mexican wolf population sizes

There are at least five methods to infer the potential number of wolves in an area (Bednarz 1988, Fuller 1989, Messier 1995, Paquet 2001, and based on average home range). The first four methods rely directly on the estimation of prey abundance or biomass in a simple multiplication with a constant factor (i.e., Paquet 2001) or in a regression equation (i.e., Bednarz 1988, Fuller 1989, Messier 1995). The home-range-based method is an extrapolation of the home range size and the mean number of wolves in the packs of a site or region to a given area. This method also relies, but indirectly, to prey density, because the home range and pack sizes

depend on availability of prey (Fuller et al. 1992; Oakleaf et al. 2006; Belongie 2008).

Our estimates of prey density and UBI come with significant uncertainty, mainly for the Mexican portion of the distribution of the wolf. In Mexico the only wild ungulate that is a primary prey for the Mexican wolf is the Coues white-tailed deer and our analysis revealed the density modeling for this species is the weakest. The difficulty in modeling prey density and an Ungulate Biomass Index across a broad landscape is due to the large range of variation in estimated ungulate densities among sample points with similar environmental conditions. Also, in some cases there is wide environmental variation among ungulate management areas with similar ungulate densities. Trying to model these conflicting parameters resulted in poor model fit. Nonetheless, it is important to note that our relative ungulate density results for this species do capture the general geographic patterns of density known for this species in the US (J. Heffelfinger [AZGFD] and S. Liley (NMDGF]) Despite this general agreement with known variations in elk, mule deer, and white-tailed density, the UBI values for any given pixel may not accurately represent the actual biomass at that location.

Currently, there is no better information available on prey density, so it is clear that an urgent next step is to carry out a coordinated effort to gather updated, systematic field data that fulfills the needs for robust rangewide ungulate density estimations. In the meantime, we present biological carrying capacity estimations for the Mexican wolf in the different areas where suitable habitat exists, according to our geographical analyses.

We observed large variations in the wolf numbers depending on the method; estimations under Paquet (2001) and Bednarz (1988) methods were consistently higher, and the home-range-based approach is consistently lower —as much as one order of magnitude— than Fuller's (1989) and Messier (1995) methods, irrespective of the scenario analyzed (Tables 13-14). For instance, in the intermediate scenario of the habitat model for which the UBI layer was not included, the number of wolves estimated under Paquet's (2001) method is 1925, and with the home-range-based

method is 184 (Table 13).

Another general result is that the largest estimated wolf population sizes were consistently from the Arizona-New Mexico region, in the MWEPA area; at least two or three times larger than Southern Sierra Madre Occidental, the next region in carrying capacity, again, irrespectively of the scenario (Tables 13-14). In turn, the Northern and Southern Sierra Madre regions have more similar numbers between them than to the other areas, and Sierra Madre Oriental always showed the lowest numbers. This relationship among regions seems very reasonable, since the MWEPA and surrounding areas holds the largest areas of highest quality habitat, according to our models, due to the high availability of ungulates, particularly elk (Figs. 22-24).

Table 13. Mexican wolf carrying capacity estimates in high-quality patches under the intermediate scenario for the habitat suitability model without the UBI layer. Deer densities were obtained from the GLM/RF model. In parenthesis are the estimates under the pessimistic and optimistic scenarios, respectively.

### Intermediate (Pessimistic-Optimistic) scenarios without the UBI layer

Carrying capacity estimation method	Region			
	Arizona-New Mexico	SMOcc North	SMOcc South	SM Oriental
Bednarz 1988	1798 (1624-1818)	579 (444-762)	982 (584-1072)	248 (159-256)
Fuller 1989	1343 (1217-1361)	284 (216-387)	516 (308-562)	138 (88-141)
Messier 1995	1390 (1261-1913)	225 (171-317)	433 (260-471)	121 (83-123)
Paquet 2001	1925 (1747- 1954)	312 (236-439)	600 (361-653)	168 (115-171)

10110110111100 100 (101 100) 211 (120 201) 00 (01 0	Home range-based	184 (164-186)	138 (107-165)	217 (128-237)	50 (34-5)
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Interestingly, there is not much variation in the carrying capacity between scenarios. Numbers remain relatively constant in the optimistic, intermediate and pessimistic scenarios for the habitat model with (Table 13) and without (Table 14) the UBI layer. Furthermore, it is important to emphasize that although we treated here the four regions as independent units to facilitate calculations, these areas may not be isolated from each other. Actually, there is extensive connection between the northern and southern portions of the Sierra Madre Occidental (Fig. 28), which may, in effect, be a single unit. Likewise, movements between the existing US wild population and Northern Sierra Madre Occidental are very possible due to the high mobility of wolves as evidenced by exploratory travels of US wolves and the released wolves in Mexico (Carlos López, pers. obs.).

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Table 14. Mexican wolf carrying capacity estimates in high- and highest-quality patches under the intermediate scenario for the habitat suitability model including the UBI layer. Deer densities were obtained from the GLM/RF model. In parenthesis are the estimates under the pessimistic and optimistic scenarios, respectively.

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#### Intermediate (Pessimistic-Optimistic) scenarios with the UBI layer **Carrying capacity** Region estimation method Arizona-New SMOcc North SMOcc South SM Oriental Mexico Bednarz 1988 2487 (2427-2534) 495 (443-672) 858 (547-1024) 222 (190-240) Fuller 1989 1880 (1836-1911) 244 (195-337) 452 (290-538) 127 (97-136) Messier 1995 1954 (1910-1986) 194 (171-272) 380 (245-452) 113 (88-121)

Paquet 2001	2708 (2646-2752)	269 (236-377)	527 (340-626)	157 (121-168)
Home range-based	243 (236-250)	122 (106-157)	212 (128-237)	50 (34-53)

The question that arises is, which of all these estimations is reliable? Unfortunately, the wolf-ungulate system in the Southwest has never been studied and all these methods based on ungulate biomass use formulas developed with data from northern ecosystems with different assemblages of ungulate and non-ungulate prey. These methods were also merely descriptive, that is they were published to describe the density of wolves experienced throughout a range of ungulate biomass indices. None were intended to predict the number of wolves one could expect when recovering a population from extirpation (especially not in the Southwestern US). The only reference point we have for comparison is the number of wolves in the US population which in 2016 was estimated to have a minimum of 113 individuals (J. Oakleaf, pers. comm.). However, we do not know the number of wolves that this area can actually support because the current population is growing.

In the Mexican side of the border, numbers are more uncertain. Currently, there are around 31 wolves distributed in three packs, but the level of human intervention is quite high, supplementing at least two of the packs (C. Lopez, pers. comm.). The reintroduction efforts are still in an early stage making it impossible to draw any conclusions regarding the potential carrying capacity in Mexico. The Mexican wolf is widely assumed to have evolved on a more diverse diet of smaller prey items in addition to white-tailed deer, indicating these estimates based solely on ungulate biomass may be biased somewhat lower if smaller prey items contributed substantially to maintaining wolves and increasing wolf densities.

## Conclusions

The analyses presented here allow drawing some preliminary conclusions. First, under any scenario generated, results suggest that there is still sufficient habitat remaining in the US and Mexico to support viable populations of the Mexican wolf in the wild. Large, relatively continuous extensions of high-quality habitat remain mainly in the areas within and around the MWEPA and in Sierra Madre Occidental. High-quality habitat exists in Sierra Madre Oriental, but is naturally more fragmented than in Sierra Madre Occidental. Nonetheless, suboptimal habitat exists between high-quality patches within and between the two Sierras Madre, suggesting that dispersion of individuals is possible.

Second, information on ungulate density in Mexico is still poor. It is necessary to carry out systematic, extensive field surveys to produce reliable density estimates and rangewide models to be incorporated in the habitat suitability analysis.

Third, four natural protected areas cover portions of high-quality patches identified in the Sierra Madre Occidental. Most of high-suitable areas for wolves are under private lands, thus diversified conservation strategies are needed.

Finally, wolf number estimations showed a variation up to one order of magnitude, due to the estimation methods, input data and habitat scenario. The MWEPA region is the area overall with the highest-quality habitat due to the high availability of ungulate, particularly elk and therefore, with the highest estimation of Mexican wolf carrying capacity under any scenario. The Sierra Madre Occidental, both north and south, is the area with the potential to hold the largest number of wolves in Mexico.

1212	Literature cited
1213 1214 1215	Aiello-Lammens E, Boria RA, Radosavljevic A, Vilela B, Anderson RP. 2015. spThin: an R package for spatial thinning of species occurrence records for use in ecological niche models. Ecography <b>38</b> : 541–545.
1216 1217 1218	Allouche O, Tsoar A, Kadmon R. 2006. Assessing the accuracy of species distribution models: prevalence, kappa and the true skill statistic (TSS). Journal of Applied Ecology <b>43:</b> 1223-1232.
1219 1220 1221	Anderson RP, Martínez-Meyer E. 2004. Modeling species' geographic distributions for preliminary conservation assessments: an implementation with the spiny pocket mice (Heteromys) of Ecuador. Biological Conservation <b>116</b> : 167-179.
1222 1223 1224	Angelieri CCS, Adams-Hosking C, Ferraz KMPM de B, de Souza MP, McAlpine CA. 2016. Using species distribution models to predict potential landscape restoration effects on puma conservation. PLoS ONE <b>11</b> : 1-18.
1225 1226 1227 1228	Araiza M. 2001. Determinación de sitios potenciales para la reintroducción del lobo gris mexicano. Universidad Nacional de Costa Rica. Doctoral dissertation. Programa Regional de Manejo de Vida Silvestre para Mesoamérica y el Caribe, Universidad Nacional de Costa Rica, Heredia, Costa Rica.
1229 1230 1231 1232	Araiza M, Carrillo L, List R, Lopez Gonzalez CA, Martinez Meyer E, Martinez Gutierrez PG, Moctezuma Orozco O, Sanchez Morales NE, Servin J. 2012. Consensus on criteria for potential areas for wolf reintroduction in Mexico. Conservation Biology <b>26</b> : 630-637.
1233 1234	Baker RH, Villa B. 1960. Distribución geográfica y población actuales del lobo gris en México. Anales del Instituto de Biología <b>30</b> : 369-374.
1235 1236 1237	Basille M, Van Moorter B, Herfindal I, Martin J, Linnell JDC, Odden J, Andersen R, Gaillard J-M. 2013. Selecting habitat to survive: the impact of road density on survival in a large carnivore. PLoS ONE 8: 1-11.
1238 1239 1240	Bassi E, Willis SG, Passilongo D, Mattioli L, Apollonio M. 2015. Predicting the spatial distribution of wolf ( <i>Canis lupus</i> ) breeding areas in a mountainous region of central Italy. PLoS ONE <b>10</b> : 1-14.
1241 1242 1243	Bednarz JC. 1988. <i>The Mexican Grey Wolf. Biology, History and Prospects for Reestablishment in New Mexico</i> . U.S. Fish and Wildlife. Endangered Species Report 18. Albuquerque, N.M.

1244	Belongie C. 2008. Using GIS to create a gray wolf habitat suitability model and to
1245	assess wolf pack ranges in the western upper Peninsula of Michigan.
1246	Papers in Resource Analysis 10. 15 pp. Saint Mary's University of
1247	Minnesota Central Services Press. Winona, Minnesota, USA.
1248	Beyer, DE Jr., Peterson RO, Vucetich JA, Hammill. 2009. Wolf population changes
1249	in Michigan. Pages. 65-85 in A.P. Wydeven, T.R. VanDeelen and E.J.
1250	Heske, editors. Recovery of Gray Wolves in the Great Lakes Region of the
1251	United States: An Endangered Species Success Story. Springer, New York,
1252	New York, USA. 350 pp.
1253	Boria RA, Olson LE, Goodman SM, Anderson RP. 2014. Spatial filtering to reduce
1254	sampling bias can improve the performance of ecological niche models.
1255	Ecological Modelling <b>275</b> : 73-77.
1256	Brown DE. 1983. The Wolf in the Southwest: The Making of an Endangered
1257	Species. University of Arizona Press, Tucson, Arizona, U.S.
1258	Carnes R. 2011. Mexican Wolf Recovery: Habitat Suitability and Dispersal
1259	Potential. Doctoral Dissertation. Duke University. Durham, North Carolina,
1260	USA.
1261	Carroll C, Phillips MK, Lopez Gonzalez CA. 2004. Spatial analysis of restoration
1262	potential and population viability of the wolf (Canis lupus) in the
1263	southwestern United States and northern Mexico. Orleans: Klamath Center
1264	for Conservation Research, Orleans, California, USA.
1265	Carroll C, Fredrickson RJ, Lacy RC. 2013. Developing metapopulation connectivity
1266	criteria from genetic and habitat data to recover the endangered Mexican
1267	wolf. Conservation Biology 28: 76-86.
1268	Chambers S, Fain SR, Fazio B, Amaral M. 2012. An account of the taxonomy of
1269	North American wolves from morphological and genetic analyses. North
1270	American Fauna: <b>77</b> : 1-67.
1271	CIESIN-FAO-CIAT, Center for International Earth Science Information Network -
1272	Columbia University, United Nations Food and Agriculture Programme
1273	Centro Internacional de Agricultura Tropical. 2005. Gridded Population of
1274	the World, Version 3 (GPWv3): Population Count Grid. Palisades, NY:
1275	NASA Socioeconomic Data and Applications Center (SEDAC).
1276	http://dx.doi.org/10.7927/H4639MPP.

1277 1278 1279 1280	CONANP, Comisión Nacional de Áreas Naturales Protegidas. 2009. Programa de Acción para la Conservación de las Especies (PACE): Lobo Mexicano (Canis lupus baileyi). Secretaria de Media Ambiente y Recursos Naturales. Mexico City, Mexico.
1281 1282 1283 1284	CONANP, Comisión Nacional de Áreas Naturales Protegidas. 2013. Programa de Acción para la Conservación de las Especies (PACE): Lobo Mexicano (Canis lupus baileyi). Secretaria de Media Ambiente y Recursos Naturales. Mexico City, Mexico.
1285 1286 1287 1288	CONANP, Comisión Nacional de Áreas Naturales Protegidas. 2014. Programa de Acción para la Conservación de las Especies (PACE): Lobo Mexicano (Canis lupus baileyi). Secretaria de Media Ambiente y Recursos Naturales. Mexico City, Mexico.
1289 1290 1291	Creel S, Rotella JJ. 2010. Meta-Analysis of relationships between human offtake, total mortality and population dynamics of gray wolves ( <i>Canis lupus</i> ). PLoS ONE <b>5</b> : 1-7.
1292 1293 1294	Dickman A, Marchini S, Manfredo M, Lincoln A. 2013. The human dimension in addressing conflict with large carnivores. Key Topics in Conservation Biology <b>2</b> : 110-126.
1295 1296 1297	Dickson BG, Roemer GW, McRae BH, Rundall JM. 2013. Models of regional habitat quality and connectivity for pumas ( <i>Puma concolor</i> ) in the southwestern United States. PLoS ONE <b>8</b> : 1-11.
1298 1299	Elith J et al. 2006. Novel methods improve prediction of species' distributions from occurrence data. Ecography <b>29</b> : 129-151.
1300 1301 1302	Fechter D, Storch I. 2014. How many wolves ( <i>Canis lupus</i> ) fit into Germany? The role of assumptions in predictive rule-based habitat models for habitat generalists. PLoS ONE <b>9</b> : e101798.
1303 1304 1305	Fielding AH, Bell JF. 1997. A review of methods for the assessment of prediction errors in conservation presence/absence models. Environmental Conservation <b>24</b> : 38-49.
1306 1307 1308	Fuller TK, Berg WE, Radde GL, Lenarz MS, Joselyn GB. 1992. A history and current estimate of wolf distribution and numbers in Minnesota. Wildlife Society Bulletin <b>20</b> : 42-55.

1309 1310	Wildlife Monograph <b>105</b> : 1-41.
1311 1312 1313	Fuller TK., Mech LD, Cochrane JF. 2003. Wolf population dynamics. Pages 161–191 in L. D. Mech and L. Boitani, editors. <i>Wolves: Behavior, Ecology, and Conservation</i> . University of Chicago Press, Chicago, Illinois, USA.
1314 1315 1316	Garcia-Lozano C, Pintó J, Vila Subirós J. 2015. Análisis de la disponibilidad de hábitat adecuado para el lobo ( <i>Canis lupus</i> ) en Cataluña y en los Pirineos Orientales. Revista de Ecología de Montaña <b>170</b> : 112-124.
1317 1318	Geffen E, Anderson MJ, Wayne RK. 2004. Climate and habitat barriers to dispersal in the highly mobile grey wolf. Molecular Ecology <b>13</b> : 2481–2490.
1319 1320 1321	Gehring TM, Potter BA. 2005. Wolf habitat analysis in Michigan: an example of the need for proactive land management for carnivore species. Wildlife Society Bulletin <b>33</b> : 1237-1244.
1322 1323 1324	Gish DM. 1977. An historical look at the Mexican gray wolf (Canis lupus baileyi) in early Arizona Territory and since statehood. US Fish and Wildlife Service, Special Report, Albuquerque, New Mexico, USA.
1325 1326 1327	Goldman EA. 1944. Classification of Wolves: part II. Pages 389–636 in S. P. Young and E. Goldman, editors. <i>The Wolves of North America</i> . Washington, D.C., USA.
328	Hall ER, Kelson KR. 1959. <i>The Mammals of North America</i> , Volume II. The Ronald Press, New York, USA.
330	Hall ER. 1981. The Mammals of North America. Wiley Press. New York, USA.
1331 1332	Hedrick PP, Miller S, Geffen E, Wayne RK 1997. Genetic evaluation of the three captive Mexican wolf lineages. Zoo Biology <b>16</b> : 47-69.
1333	Heffelfinger JR, Nowak R, Paetkau D. 2017. Clarifying historical range to aid recovery of the Mexican wolf. Journal of Wildlife Management, in press.
1335 1336 1337 1338	Hendricks, SA, Clee PRS, Harrigan RJ, Pollinger JP, Freedman AH, Callas R, Wayne RK. 2016. Re-defining historical geographic range in species with sparse records: Implications for the Mexican wolf reintroduction program. Biological Conservation <b>194:</b> 48-57.

1339 1340	Hijmans RJ, Phillips S, Leathwick J, Elith J. 2005. dismo: Species Distribution Modeling. Available from http://crn.r-project.org/package=dismo.
341 342	Hoffmeister FD. 1986. <i>Mammals of Arizona</i> . The University of Arizona Press and The Arizona Game and Fish Department. Tucson, Arizona, USA. 602 pp.
1343 1344 1345	Houle M, Fortin D, Dussault C, Courtois R, Ouellet JP. 2009. Cumulative effects of forestry on habitat use by gray wolf ( <i>Canis lupus</i> ) in the boreal forest. Landscape Ecology <b>25</b> : 419-433.
346 347	Hutchinson GE. 1957. Concluding remarks. Cold Spring Harbor Symp. Quant. Biol. <b>22</b> : 415-427.
1348 1349 1350 1351	INEGI, Instituto Nacional de Estadística Geografía e Informática. 2000. Imagen cartográfica digital 1:250000. Serie II. Datos vectoriales de la carta topográfica, actualizaciones de las vías de transporte desde 1996. INEGI, Aguascalientes, México.
1352 1353 1354	IUCN, International Union for Conservation of Nature. 2016. Digital distribution maps on The IUCN Red List of Threatened Species. Version 5.1. http://www.iucnredlist.org.
1355 1356 1357	Jędrzejewski W, Niedzialkowska M, Nowak S, Jędrzejewska B. 2004. Habitat variables associated with wolf ( <i>Canis lupus</i> ) distribution and abundance in northern Poland. Diversity and Distributions <b>10</b> : 225-233.
1358 1359 1360	Jędrzejewski W, Jędrzejewska B, Zawadzka B, Borowik T, Nowak S, Mysłajek RW 2008. Habitat suitability model for Polish wolves based on long-term nationa census. Animal Conservation <b>11</b> : 377-390.
1361 1362	Kaartinen S, Luoto M, Kojola I. 2010. Selection of den sites by wolves in boreal forests in Finland. Journal of Zoology <b>281</b> : 99-104.
1363 1364 1365	Kunkel KE, Atwood TC, Ruth TK, Pletscher DH, Hornocker MG. 2013. Assessing wolves and cougars as conservation surrogates. Animal Conservation 16: 32-40.
1366 1367 1368	Kuzyk GW, Kneteman J, Schmiegelow FKA. 2004. Winter habitat use by wolves, Canis lupus, in relation to forest harvesting in west-central Alberta. The Canadian Field Naturalist <b>118</b> : 368-375.
369	Lara-Díaz NE. Coronel-Arellano H. González-Bernal A. Gutiérrez-González C.

1370 1371	López-González, CA. 2011. Abundancia y densidad del venado cola blanca ( <i>Odocoileus virginianus couesi</i> ) en Sierra de San Luis, Sonora, México.
1372	Therya <b>2</b> : 125-137.
1373 1374	Larsen T, Ripple WJ. 2006. Modeling gray wolf ( <i>Canis lupus</i> ) habitat in the Pacific Northwest, U.S.A. Journal of Conservation Planning <b>2</b> : 30-61.
1375 1376	Lavender, D. 1998. The Way to the Western Sea: Lewis and Clark acrros the Continent. The University of Nebraska Press. Lincoin, Nebraska, USA. 444
1377	pp.
1378 1379	Leopold A.R. 1959. Wildlife of Mexico: The Game Birds and Mammals Berkeley: University of California Press. Berkeley, California, USA. 568 pp.
1380 1381 1382 1383 1384 1385	López-González NE, Lara-Díaz A, González-Bernal ZY, González-Saucedo C, Aguilar M, García-Cháves MC, Ávila-Aguilar D, Cruz-Torres MF. Gutiérrez-González CE, Coronel-Arellano H, Delfín-Alfonso HA. 2012. PACE. Lobo Gris Mexicano, Implementación y Seguimiento al programa de monitoreo del lobo gris mexicano ( <i>Canis lupus baileyi</i> ). Reporte Final presentado a la Comisión Nacional de Áreas Naturales Protegidas (CONANP). 310 pp.
1386 1387	MacDonald DW, Boitani L, Dinerstein E, Fritz H, Wrangham R. 2013. Conserving large mammals. Key Topics in Conservation Biology <b>2</b> : 277-312.
1388 1389	Maguire B. 1973. Niche response structure and the analytical potentials of its relationship to the habitat. American Naturalist <b>107</b> : 213-246.
1390 1391 1392	Martínez-Gutiérrez PG. 2007. Detección de áreas de actividad potenciales para la reintroducción del lobo mexicano ( <i>Canis lupus baileyi</i> ) en México. Masters Thesis. Instituto de Ecología, A.C.
1393 1394 1395	Martínez-Meyer E, Díaz-Porras D, Peterson AT, Yáñez-Arenas C. 2013. Ecological niche structure and rangewide abundance patterns of species. Biology Letters <b>9</b> : 20120637.
1396 1397 1398	Martinez-Meyer E, Peterson, AT, Servín JI, Kiff LF. 2006. Ecological niche modelling and prioritizing areas for species reintroductions. Oryx, <b>40</b> : 411-418.
1399 1400 1401	McBride RT. 1980. The Mexican wolf ( <i>Canis lupus baileyi</i> ): a historical review and observations on its status and distribution. US Fish and Wildlife Service. Endangered Species Report <b>8</b> .

402 403 404	McGarigal K, Cushman SA, Ene E. 2012. FRAGSTATS v4: Spatial pattern analysis program for categorical and continuous maps. Computer software program produced by the authors at the University of Massachusetts, Amherst.
405	Available at:
406	http://www.umass.edu/landeco/research/fragstats/fragstats.html
407	Messier, F. 1995. On the functional and numerical responses of wolves to
408	changing prey density. Pages 187–198. In L. N.Carbyn, S. H. Fritts, and D. R. Seip, editors. <i>Ecology and conservation of wolves in a changing world</i> .
410 411	Occasional Publication Series. Canadian Circumpolar Institute, University of Alberta, Edmonton, Alberta, Canada.
412	Mladenoff DJ, Sickley TA, Haight RG, Wydeven AP. 1995. A regional landscape
1413 1414	analysis and prediction of favorable gray wolf habitat in the northern Great Lakes region. Conservation Biology <b>9</b> : 279-294.
415	Mladenoff DJ, Haight RG, Sickley TA, Wydeven AP. 1997. Cause and implications
416	of species restoration in altered ecosytems. BioScience 47: 21-31.
417	Mladenoff DJ, Clayton MK, Pratt SD, Sickley TA, Wydeven AP. 2009. Changes in
418	occupied wolf habitat in the northern Great Lakes región. Pages. 119-138 in
419	A.P. Wydeven, T.R. VanDeelen and E.J. Heske, editors. <i>Recovery of Gray</i>
420 421	Wolves in the Great Lakes Region of the United States: An Endangered Species Success Story. Springer, New York, New York, USA.
422	Moctezuma-Orozco O, Coronel-Arellano H, González-Bernal A, Lara-Díaz NE,
423	López-González CA, Caballero Quiroz H, García-Durazo F, Zamora-
424	Barcenas D, Carreón Arroyo G, Gutiérrez-Bravo JC. 2010. Final Report to
425	Comisión Nacional para el uso de la Biodiversidad (CONABIO), from the
426	project: "Reintroducción del Lobo Mexicano (Canis lupus baileyi) en la
427	Sierra Madre Occidental, México". Hermosillo, Sonora, Mexico.
428	Moctezuma-Orozco O, González Bernal A, Coronel-Arellano H, López-González
429	CA, Caballero-Quiroz H, García-Durazo F, Carreón-Arroyo G, Gutiérrez-
430	Bravo C. 2011. Final Report to Comisión Nacional de Áreas Naturales
431	Protegidas (CONANP), from the project: "Reintroducción del Lobo Mexicano
432	(Canis lupus baileyi) en la Sierra Madre Occidental, México". Naturalia A. C.
433	Naimi B, Araújo MB. 2016. sdm: a reproducible and extensible R platform for
434	species distribution modelling. Ecography 39: 368-375
435	Nowak RM. 1995. Another look at wolf taxonomy. Pages 375–397 in L. N. Carbyn,

1436 1437 1438	a Changing World. Occasional Publication Series. Canadian Circumpolar Institute, University of Alberta, Edmonton, Alberta, Canada.
1439 1440 1441	Nowak, R.M. 2003. Wolf evolution and taxonomy. Pages 239-258 in L.D. Mech, and L. Boitani, editors. Wolves: Behavior, Ecology, and Conservation. University of Chicago Press, Chicago, IL. 620 pp.
1442 1443 1444	NOAA, National Center for Environmental Information. 2016. Climate Monitoring Time Series 1895-2016. http://www.ncdc.noaa.gov/cag/. Accessed June 30 2016.
1445 1446 1447 1448	Oakleaf JK, Murray DL, Oakleaf JR, Bangs EE, Mack CM, Smith DW, Fontaine JA Jimenez MD, Meier TJ, Niemeyer CC. 2006. Habitat selection by recolonizing wolves in the northern Rocky Mountains of the United States. Journal of Wildlife Management, <b>70</b> : 554-563.
1449 1450 1451 1452	Paquet, P. C., Vucetich, J., Phillips, M. L., and L. Vucetich. 2001. Mexican wolf recovery: three year program review and assessment. Prepared by the Conservation Breeding Specialist Group for the United States Fish and Wildlife Service. 86 pp.
1453 1454 1455 1456	Parsons D. 1996. Case study: the Mexican wolf. Pages 101–123 in E. A. Herrera and L. F. Huenneke, editors. <i>New Mexico's Natural Heritage: Biological Diversity in the Land of Enchantment</i> . New Mexico Journal of Science. Albuquerque, New Mexico, USA.
1457 1458 1459	Peterson AT, Soberón J. Pearson R, Anderson R, Martínez-Meyer E, Nakamura M, Araújo M. 2011. <i>Ecological niches and geographic distributions</i> . Princeton University Press, Prrinceton, New Jersey, USA. 328 pp.
1460 1461	Phillips SJ, Anderson RP, Schapire RE. 2006. Maximum entropy modeling of species geographic distributions. Ecological Modelling <b>190</b> : 231-259.
1462 1463 1464	Phillips SJ, Dudik M, Schapire RE. 2004. A maximum entropy approach to species distribution modeling. Pages 655–662. Proceedings of the 21st International Conference on Machine Learning. ACM Press, New York.
1465 1466 1467	Qiao H, Soberón J, Peterson AT. 2015. No silver bullets in correlative ecological niche modelling: insights from testing among many potential algorithms for niche estimation. Methods in Ecology and Evolution <b>6:</b> 1126-1136.

1468 1469	Boston, Massachussets. http://www.rstudio.com/.
1470 1471 1472 1473 1474 1475	Sazatornil V, Rodríguez A, Klaczek M, Ahamadi M, Álvares F, Athur S, Blanco JC, Borg BL, Cluff D, Cortés Y, Garca EJ, Geffen E, Habib B, Iliopoulos Y, Kaboli M, Krofel M, Llaneza L, Marucco F, Oakleaf JK, Parson DK, Potočnik H, Ražen N, Rio-Maior H, Sand H, Unger D, Wabakken P, López-Bao JV. 2016. The role of human-related risk selection by wolves. Biological Conservation 201: 103-110.
1476 1477 1478	Searcy CA, Shaffer HB. 2016. Do ecological niche models accurately identify climatic determinants of species ranges? The American Naturalist <b>187</b> : 423-435.
1479 1480 1481 1482	Seip, DR. 1995. Introduction to wolf-prey interactions. Pages 179-186 in: L.N. Carbyn, S.H. Fritts and D.R. Seip, editors. Ecology and Conservation of Wolves in a Changing World. Occasional Publication Series. Canadian Circumpolar Institute, University of Alberta, Edmonton, Alberta, Canada.
1483 1484	Siminski, DP. 2016. Mexican Wolf, <i>Canis lupus baileyi</i> , International Studbook, 2016. The Living Desert, Palm Desert, California, U.S.A. 115 pp.
1485 1486	Thiel RP. 1985. Relationship between Road Densities and Wolf Habitat Suitability in Wisconsin. The American Midland Naturalist <b>113</b> : 404-407.
1487 1488 1489	Thornton PE, Thornton MM, Mayer BW, Wilhelmi N, Wei Y, Devarakonda R, Cook RB. 2014. Daymet: Daily Surface Weather Data on a 1-km Grid for North America, Version 2. ORNL DAAC, Oak Ridge, Tennessee, USA.
1490 1491 1492	Tuanmu MN, Jetz W. 2014. A global 1-km consensus land-cover product for biodiversity and ecosystem modeling. Global Ecology and Biogeography 23 1031-1045.
1493 1494 1495	Tuanmu MN, Jetz W. 2015. A global, remote sensing-based characterization of terrestrial habitat heterogeneity for biodiversity and ecosystem modelling. Global Ecology and Biogeography <b>24</b> : 1329-1339.
1496 1497 1498	Tuanmu MN, Jetz W. 2014. A global 1-km consensus land-cover product for biodiversity and ecosystem modelling. Global Ecology and Biogeography 23: 1031-1045.
1499	USFWS, US Fish and Wildlife Service. 1982. Mexican Wolf Recovery Plan. US

1500	Fish and Wildlife Service, Albuquerque, New Mexico. 103 p.
1501 1502 1503 1504 1505 1506	USFWS, US Fish and Wildlife Service. 2014. Environmental Impact Statement for the proposed Revision to the Regulations for the Non-essential Experimental Population of the Mexican wolf ( <i>Canis lupus baileyi</i> ). Final. Mexican Wolf Recovery Program. Prepared by the U. S. Fish and Wildlife Service. Southwestern Regional Office. Mexican Wolf Recovery program. New Mexico Ecological Services Field Office.
1507 1508 1509 1510	USFWS, US Fish and Wildlife Service. 2014. Mexican Wolf Recovery Program:  Progress Report # 17. Available at:  https://www.fws.gov/southwest/es/mexicanwolf/pdf/2014_MW_Progress_Report.pdf
1511 1512 1513 1514	USFWS, US Fish and Wildlife Service. 2015. Mexican Wolf Recovery Program:  Progress Report # 18. Available at:  https://www.fws.gov/southwest/es/mexicanwolf/pdf/2015_MW_Progress_Report.pdf
1515 1516 1517 1518	USGS, US Geological Survey. 2008. HYDRO1k Elevation Derivative Database. Available at: http://eros.usgs.gov/#/Find_Data/Products_and_Data_Available/gtopo30/hydro
1519 1520 1521 1522	Vickery JA, Tallowin JR, Feber RE, Asteraki EJ, Atkinson PW, Fuller RJ, Brown VK. 2001. The management of lowland neutral grasslands in Britain: effects of agricultural practices on birds and their food resources. Journal of Applied Ecology 38: 647-664.
1523 1524 1525	Wilson AM, Jetz W. 2016. Remotely sensed high-resolution global cloud dynamics for predicting ecosystem and biodiversity distributions. PLoS Biol <b>14</b> : e1002415.
1526 1527 1528	Wolf S, Hartl, B, Carroll C, Neel MC, Greenwald DN. 2015. Beyond PVA: Why recovery under the Endangered Species Act is more than population viability. BioScience 65: 200-207.
1529 1530 1531 1532	Wydeven AP, Wiedenhoeft JE, Schultz RN, Thiel RP, Jurewicz RL, Kohn BE, VanDeelen TR. 2009. History, population growth, and management of wolves in Wisconsin. Pages. 87-105 in A.P. Wydeven, T.R. VanDeelen, and E.J. Heske, editors. <i>Recovery of Gray Wolves in the Great Lakes Region of</i>

1533	the United States: An Endangered Species Success Story. Springer, New
1534	York, New York, USA.

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

Tim R. Humphrey, District II (928) 402-8753 thumphrey@gilacountyaz.gov

Woody Cline, District III (928) 402-8726 wcline@gilacountyaz.gov



James Menlove, County Manager (928) 402-4344 jmenlove@gilacountyaz.gov

Marian Sheppard, Clerk of the Board of Supervisors (928) 402-8757 msheppard@gilacountyaz.gov

August 17, 2017

Email filing: http://www.regulations.gov/ file FWS-R2-ES-2017-0036

Copy: sherry barrett@fws.gov

Re: Gila County comments on the Mexican Wolf (Canis lupus baileyi) Draft Recovery Plan, First Revision.

### To whom it may concern:

Gila County has been a stakeholder in the efforts to develop and implement landscape scale forested ecosystems restoration; watersheds restoration; endangered and threatened fauna and flora protection; and, natural resources management for the last three decades. Gila County is actively involved as stakeholder, cooperating agency and coordinating local government in federal projects such as, among others, the Collaborative Forest Landscape Restoration Program; the Western Watershed Enhancement Partnership; the Mexican Gray Wolf Recovery Program; and, numerous state or local-scale natural resources management projects and natural resources-based economic development initiatives.

Gila County is uniquely affected by the proposed *Mexican Wolf (Canis lupus baileyi) Draft Recovery Plan, First Revision*, to be used to guide the Mexican Wolf recovery in Arizona and New Mexico, due to the fact that a large portion of the Mexican Wolf Experimental Population Area (MWEPA) is located within the county.

Gila County generally supports the Fish and Wildlife Service (the Service) recovery of the Mexican Wolf, as long as such recovery is not performed at the economic well-being expense, and at the health and safety risk of the county's residents and visitors.

Consequently, Gila County would like to express the following concerns with the proposed *Mexican Wolf* (Canis lupus baileyi) Draft Recovery Plan, First Revision.

### No Consultation with Local Government

Gila County understands that recovery plans are advisory documents, not regulatory documents, and that the Service is not required by law or regulation to consult with local governments and stakeholders for the development of the proposed *Mexican Wolf (Canis lupus baileyi) Draft Recovery Plan, First Revision.* 

Nonetheless, the Service denial of Gila County's request to be part of the revision team, alongside relevant State and Tribal agencies, is in blatant contradiction with the Service's statement that: "Reintroductions are intensive efforts that require participation by multiple parties within federal, state, and local governments, nongovernmental organizations, academia, and local communities" (p. 25), and casts doubt about the Service's "inten(t) to maintain and strengthen the interagency partnerships currently in place for the MWEPA" (p. 25).

While Gila County likely has no recourse against the Service decision to exclude local governments from the development of the proposed *Mexican Wolf (Canis lupus baileyi) Draft Recovery Plan, First Revision,* Gila County wants to reaffirm its strenuous objection to the Service decision.

# Unrealistic Estimated Cost, Time, and Priority for Recovery Actions for the Mexican Wolf

Gila County is concerned that the table of *Estimated Cost, Time, and Priority for Recovery Actions for the Mexican Wolf* (p. 37 - 39) is woefully unrealistic for two structural reasons:

# 1) Constant estimated cost across a population growth from 113 to 380 Mexican wolves in the Mexican Wolf Experimental Population Area (MWEPA)

All costs included in the table of *Estimated Cost, Time, and Priority for Recovery Actions for the Mexican Wolf* are constant across the projected population growth from the December 31, 2016 population count of 113 Mexican wolves, to the planned maximum number of 380 Mexican wolves in the Mexican Wolf Experimental Population Area (MWEPA). For example, the cost of *Depredation Compensation and Payments for Presence – United States* (p. 38, row 14) is estimated at \$1 million per year for 35 years, regardless of population growth.

While a cost of \$1 million for appropriate depredation compensation and payments for presence for the current population of 113+ wolves could be appropriate if it was fully funded, it is unrealistic to expect that this cost will remain constant at \$1 million per year as the wolf population triples.

The table of *Estimated Cost, Time, and Priority for Recovery Actions for the Mexican Wolf* must be entirely recalculated to incorporate increasing program costs that will predictably be caused by a growing population.

Had local governments been able to represent their constituents, provide their socio-economic expertise, and participate in the development of the table of costs, undoubtedly such erroneous calculation would have been avoided.

### 2) Constant estimated cost across a period of 35 years

All costs included in the table of *Estimated Cost, Time, and Priority for Recovery Actions for the Mexican Wolf* are constant across the projected 35 year recovery period.

It is unrealistic to estimate the total costs of a 35 year program without including a calculation for inflation-adjusted costs.

Gila County comments, Mexican Wolf Draft Recovery Plan, First Revision - page 2 of 5

While inflation-adjusted costs may not have a true operational dimension due to the fact that the table of *Estimated Cost, Time, and Priority for Recovery Actions for the Mexican Wolf* is merely a theoretical exercise based on the "expectation (emphasis added) of full funding, implementation as provided for in the recovery plan and implementation strategy, and full cooperation of binational partners" (p. 35), they are important in as much as they contribute to set the expectation of "a total estimated cost of \$262,575,000" (p. 35).

Gila County requests that the table of *Estimated Cost, Time, and Priority for Recovery Actions for the Mexican Wolf* be entirely recalculated, using appropriately increasing annual costs as the population triples, and using inflation-adjusted costs, in order to project a realistic total estimated cost for the recovery plan.

### **Disproportionate Recovery Objective in the United States**

Gila County is concerned that the recovery objective for the population located in the United States in the Mexican Wolf Experimental Population Area (MWEPA) in Arizona and Mexico is disproportionate to the percentage of historic and high quality habitat located in the United States.

Specifically, the objective of 320 wolves in the MWEPA represents 65% of the total combined populations objective of 490 wolves, while historic habitat in the United States represent only approximately 10% of the Mexican wolf historic habitat.

Further, even per Martínez-Meyer et al. (2017), the 17,173 square miles of high quality habitat in the MWEPA represents only 44% of the 38,828 square miles of high quality habitat, including 21,655 square miles in the northern and southern Sierra Madre Occidental (p. 30). A recovery objective of 65% of the total population on 44% of the high quality habitat remains disproportionate.

While Gila County recognizes structural differences in how recovery can succeed in the United States and in Mexico, Gila County requests that the Service re-evaluate the recovery objectives in the United States and in Mexico to reflect more appropriately the percentages of high quality habitat located in each country.

# Dependence on Unfunded Depredation Compensation and Payments for Presence in the United States

The proposed *Mexican Wolf (Canis lupus baileyi) Draft Recovery Plan, First Revision* acknowledges the importance of social tolerance (p. 28); lists "illegal shooting" as the first "assessed threats to the Mexican wolf" (p. 18); acknowledges that removal of wolves for management purposes "functions as mortality to the population" (p. 24) and has a "negative impact … on population performance" (p. 25); and anticipates that "In the United States, our recovery strategy will entail adaptively managing our removal rate of Mexican wolves for management purposes in response to documented mortality during the previous year to ensure that the mean mortality rate over several years is not hindering population growth" (p. 25).

Yet, the proposed *Mexican Wolf (Canis lupus baileyi) Draft Recovery Plan, First Revision* does not discuss even once the concept of depredation compensation and payments for presence in the Recovery Strategy or in the Collaborative Recovery Implementation, and depredation compensation and payments for presence would not even be mentioned in the entire document, save for an unrealistic one line estimation that depredation compensation and payments for presence will cost a flat \$1 million per year across 35 years of population growth from 113 to 380 wolves in the MWEPA (p. 38).

Gila County comments, Mexican Wolf Draft Recovery Plan, First Revision - page 3 of 5

As often and repeatedly emphasized along the decades-long management of the experimental, nonessential, population (10j) Gila County is concerned that, to a large extent, the success of the recovery program is dependent on a mechanism for depredation compensation and payments for presence that appears to remain an afterthought in the recovery strategy, and that remains unfunded in any permanent and predictable manner.

# Dependence on the Success of Recovery in Mexico for Delisting in the United States

While the criteria for downlisting stated in the proposed *Mexican Wolf (Canis lupus baileyi) Draft Recovery Plan, First Revision* allow for downlisting in case of success of the recovery strategy in the United States, regardless of its progress in Mexico, the criteria for delisting require success with both United States and Mexican populations. In so many words, delisting in the United States is dependent on recovery success in Mexico.

Gila County is concerned about the disproportionate negative socio-economic impacts of a potentially larger Mexican wolf population in the MWEPA for conceivably a much longer period, until the Mexican population meets delisting criteria, in view of the social, operational and financial challenges that the recovery efforts have met and are likely to continue to meet in Mexico. For example, the financial burden of the recovery efforts of the vaquita porpoise (Phocoena sinus) appears likely to have a significant negative impact on the ability of the Mexican government to fund Mexican wolf recovery and is likely to impact negatively the ability of the Service to delist timely the Mexican wolf and transfer its management to State and Tribal agencies.

## **Limitation of Genetic Releases to Cross-Fostering**

Gila County acknowledges that "the captive population has higher gene diversity than either of the wild populations, and both wild populations are at risk of future genetic issues unless gene diversity can be improved" (p. 23).

However, as identified in the proposed *Mexican Wolf (Canis lupus baileyi) Draft Recovery Plan, First Revision* "Currently, many released wolves die within the first year of release, and released Mexican wolves in both wild populations have lower survival than Mexican wolves born in the wild that are not associated with a release event" (p. 23). Further, data from the decades-long management of the experimental, nonessential, population (10j) indicate that released 'naïve' adult wolves are substantially more likely to be involved in nuisance or depredation occurrences.

Gila County, therefore, reiterates its opposition to the release of 'naïve' adult individual or paired adult wolves, or pack of wolves, and only supports the use of cross-fostering to achieve the objective of increasing the MWEPA population genetic diversity.

## **Generational Disproportionate Impact**

In general, Gila County remains concerned that the Mexican Wolf recovery effort is designed to sustain ecological diversity as an asset to society at large, but remains managed, and will remain managed under

Gila County comments, Mexican Wolf Draft Recovery Plan, First Revision - page 4 of 5

the proposed *Mexican Wolf (Canis lupus baileyi) Draft Recovery Plan, First Revision,* as a socio-economic liability to a tiny fraction of society, namely the rural residents of the counties of the MWEPA, and more specifically, an even smaller subset of society represented by the ranching families in those counties. While the Endangered Species Act (ESA) certainly envisioned recovery of species irrespective of costs, such socio-economic costs were intended by Congress to be borne by society, and not exclusively imposed on rural citizens that must share their working landscape with protected predators.

The expectation that the Mexican wolf recovery will last 25 to 35 years creates a generational disproportionate impact on the residents of Gila County, without adequate compensation for socioeconomic negative impacts. This issue must be integrated in a comprehensive societal strategy of recovery.

Gila County is committed to partner with the Service to design, implement and monitor an ecologically, economically and socially responsible Mexican Wolf Recovery Program, while preserving the custom, cultures, economic well-being, health and safety of the county's residents and visitors.

Thank you for your consideration.	
Respectfully submitted,	
Tommie Martin	
Chair	Date
Gila County Board of Supervisors	Dute
ATTEST	
Marian Sheppard	
Clerk of the Board	Date
Gila County Board of Supervisors	

### **ARF-4390**

# Regular Agenda Item 4. J.

## **Regular BOS Meeting**

Meeting Date: 08/21/2017

Submitted For: James Menlove, Finance Director

Submitted By: Marian Sheppard, Clerk of the Board

Department: Finance

Fiscal Year: 2017-2018 Budgeted?: Yes

Contract Dates July 1, 2017-June 30, Grant?:

Begin & End: 2018

Matching No Fund?: New

Requirement?:

## Information

## Request/Subject

Resolution No. 17-08-01 providing for the collection of taxes for all jurisdictions for Fiscal Year (FY) 2017-2018.

## Background Information

The annual adoption of Gila County's budget and setting the County's primary and secondary property tax rates by the Board of Supervisors is a requirement of the Arizona Revised Statutes.

## **Evaluation**

The specific applicable statutes are as follows:

- 42-17151. County, municipal, community college and school tax levy
- A. On or before the third Monday in August each year, the governing body of each county, city, town, community college district and school district shall:
- 1. Fix, levy and assess the amount to be raised from primary property taxation and secondary property taxation. This amount, plus all other sources of revenue, as estimated, and unencumbered balances from the preceding fiscal year, shall equal the total of amounts proposed to be spent in the budget for the current fiscal year.

42-18003. Delivery of roll to county treasurer; resolution for collecting taxes

- A. On or before October 1 of each year the assessment and tax roll and the cross-index shall be delivered to the county treasurer.
- B. On completing the assessment and tax roll, the county board of supervisors shall adopt a resolution for the collection of taxes by the county treasurer as provided by law from the persons who are listed in the roll. The county treasurer is thereafter responsible for collecting the totals of all taxes levied on the roll.
- C. The roll attached to the county board of supervisors' resolution for collecting taxes is the treasurer's authority to collect the levied taxes.

## Conclusion

This date of Monday, August 21, 2017, has been set for the Board of Supervisors to set the primary and secondary property tax rates for 2017 for all taxing jurisdictions within Gila County and convey tax rates for all taxing jurisdictions to the County Treasurer. By adopting Resolution No. 17-08-01, it provides for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2017-2018.

# Recommendation

Staff recommends that the Board of Supervisors set the primary and secondary property tax rates for fiscal year 2017-2018 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer and that the Board adopt Resolution No. 17-08-01.

# Suggested Motion

Information/Discussion/Action to set primary and secondary property tax rates for 2017 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer, and adopt Resolution No. 17-08-01 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2017-2018. (James

# Menlove)



### RESOLUTION NO. 17-08-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROVIDING FOR THE COLLECTION OF TAXES FOR ALL JURISDICTIONS BY THE COUNTY TREASURER FOR FISCAL YEAR 2017-2018.

**WHEREAS**, the Gila County Board of Supervisors has received notification of tax rates set by all jurisdictions within Gila County, and has compiled said tax rate information by jurisdiction in Exhibits A and B, attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED that, in accordance with A.R.S. §42-18003, the Board of Supervisors adopts this Resolution calling for the collection of taxes for the jurisdictions listed in Exhibits A and B by the County Treasurer as provided by law from the persons named in the tax roll and directs that a copy of this Resolution be conveyed to the County Treasurer.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of August 2017, at Globe, Gila County, Arizona.

Attest:	GILA COUNTY BOARD OF SUPERVISORS			
Marian Sheppard, Clerk	Tommie C. Martin, Chairman			
Approved as to form:				
Jefferson R. Dalton Deputy Gila County Attorney				
Civil Bureau Chief				

# GILA COUNTY, ARIZONA Net Assessed Valuations Tax Levies and Tax Rates Tax Year 2017 (Fiscal Year 2017-18)

	Tay Authority	Drimany Cacandany	1	Net Assessed		_evy Amount	Tay Pata
Tax Authority		Primary - Secondary		Valuation		Levy Amount	Tax Rate
		STATE OF ARIZONA					
02002	School Equalization	LPV (Primary)	\$	481,991,319	\$	2,349,708	0.4875
		GILA COUNTY					
02000	Gila County General Purpose	LPV (Primary)	\$	481,991,319		20,195,437	4.1900
52000	Gila County	LPV (Secondary)	\$	481,991,319	\$	-	-
		OUNTY-WIDE DISTRICTS					
08150	Gila Community College	LPV (Primary)	\$	481,991,319		4,511,921	0.9361
11900	Fire District Assistance Tax	LPV (Secondary)	\$	481,991,319		481,992	0.1000
14900	Gila County Library District	LPV (Secondary)	\$	481,991,319	\$	1,168,829	0.2425
		FIRE DISTRICTS					
11202	Tri-City/Central Heights	LPV (Secondary)	\$	25,000,992		700,028	2.8000
11204	East Verde Park	LPV (Secondary)	\$	1,847,140	\$	60,000	3.2483
11205	Pine/Strawberry	LPV (Secondary)	\$	59,924,809	\$	2,097,368	3.5000
11207	Whispering Pines	LPV (Secondary)					
11208	Houston Mesa	LPV (Secondary)	\$	4,006,648	\$	130,216	3.2500
11212	Christopher Kohl's	LPV (Secondary)	\$	18,915,075	\$	571,235	3.0200
11213	Tonto Basin	LPV (Secondary)	\$	16,485,044	\$	535,764	3.2500
11214	Gisela Valley	LPV (Secondary)	\$	1,400,775	\$	40,000	2.8556
11215	Round Valley/Oxbow Estates	LPV (Secondary)	\$	5,283,357	\$	124,159	2.3500
11216	Pleasant Valley	LPV (Secondary)	\$	6,809,291	\$	106,320	1.5614
11217	Beaver Valley	LPV (Secondary)					
11218	Hellsgate	LPV (Secondary)	\$	23,248,907	\$	755,589	3.2500
11219	Water Wheel Fire and Medical	LPV (Secondary)	\$	12,186,811	\$	383,885	3.1500
	·	SANITARY DISTRICTS			•		
21251	Northern Gila County	LPV (Secondary)	\$	168,850,266	\$	1,013,102	0.6000
21255	Tri-City Regional	LPV (Secondary)	\$	15,071,754	\$	105,918	0.7028
	STF	REET LIGHTING DISTRICTS					
13252	Pine SLID	LPV (Secondary)	\$	1,302,185	\$	2,270	0.1743
13253	Miami Gardens SLID	LPV (Secondary)	\$	277,851	\$	2,903	1.0448
13254	Apache Hills SLID	LPV (Secondary)	\$	120,305	\$	5,105	4.2434
13255	East Verde Park SLID	LPV (Secondary)	\$	1,847,140	\$	4,531	0.2453
13257	Upper Glendale SLID	LPV (Secondary)	\$	88,557	\$	1,081	1.2207
13258	Claypool Lower Miami SLID	LPV (Secondary)	\$	3,886,289	\$	17,317	0.4456
13259	Central Heights Country Club Midland City SLID	LPV (Secondary)	\$	3,314,818		19,534	0.5893
	· · · · · · · · · · · · · · · · · · ·	WATER DISTRICTS	•				
16040	Pine Strawberry DWID	LPV (Secondary)	\$	52,042,141	\$	727,601	1.3981
16090	Pine Creek Canyon DWID	LPV (Secondary)	\$	3,156,273	\$	180,000	5.7029
16120	Whispering Pines DWID	LPV (Secondary)	\$	3,025,577	\$	8,575	0.2834
		CITIES AND TOWNS					
04151	City of Globe	LPV (Primary)	\$	39,070,722	\$	513,272	1.3137
04152	Town of Hayden	LPV (Primary)	\$	7,052,170		423,130	6.0000
04153	Town of Miami	LPV (Primary)	\$	4,006,892		175,854	4.3888
04154	Town of Winkelman	LPV (Primary)	\$	674,625		46,280	6.8600
04155	Town of Payson	LPV (Primary)	\$	175,925,301		669,748	0.3807
04156	Town of Star Valley	LPV (Primary)	\$	15,916,284	Ė		
	· ·		-				

# GILA COUNTY, ARIZONA Net Assessed Valuations Tax Levies and Tax Rates

## **Tax Year 2017 (Fiscal Year 2017-18)**

	Tux Teal Lot? (Histar Teal Lot? To)							
Tax Authority		Primary - Secondary	1	Net Assessed Valuation	Levy Amount		Tax Rate	Total Tax Rate
			OL E	DISTRICTS				
05005	Young SD #5	Primary	\$	17,240,093	\$	1,124,330	6.5216	6.5216
55005	Young SD #5	Secondary	\$	17,240,093	\$	-	-	-
05012	Pine SD #12	Primary	\$	60,632,327	\$	2,933,938	4.8389	4.8389
55012	Pine SD #12	Secondary	\$	60,632,327	\$	-	-	-
05033	Tonto Basin SD #33	Primary	\$	14,509,781	\$	990,089	6.8236	6.8236
55033	Tonto Basin SD #33	Secondary	\$	14,509,781	\$	-	-	-
07001	Globe SD #1	Primary	\$	47,924,751	\$	2,507,471	5.2321	5.2321
57001	Globe SD #1	Secondary	\$	47,924,751	\$	-	-	-
07010	Payson SD #10	Primary	\$	248,660,384	\$	9,549,305	3.8403	3.8403
57010	Payson SD #10	Secondary	\$	248,660,384	\$	2,521,914	1.0142	1.0142
07020	San Carlos SD #20	Primary	\$	2,159,890	\$	-	-	-
57020	San Carlos SD #20	Secondary	\$	2,159,890	\$	-	-	-
07040	Miami SD #40	Primary	\$	76,811,804	\$	3,343,311	4.3526	4.3526
57040	Miami SD #40	Secondary	\$	76,811,804	\$	598,841	0.7796	0.7796
07041	Hayden-Winkelman SD #41	Primary	\$	14,052,289	\$	1,670,466	11.8875	11.8875
57041	Hayden-Winkelman SD #41	Secondary	\$	14,052,289	\$	-	-	-
30003	CVIT	Secondary	\$	140,948,734	\$	70,474	0.0500	0.0500
30001	NAVIT	Secondary	\$	248,660,384	\$	124,330	0.0500	0.0500

### **ARF-4467**

### Consent Agenda Item 5. A.

### **Regular BOS Meeting**

Meeting Date: 08/21/2017

Submitted For: Michael O'Driscoll, Director

Submitted By: Celena Cates, Executive Administrative Assistant

<u>Department:</u> Health & Emergency Management <u>Division:</u> Health Services

<u>Fiscal Year:</u> 2018 <u>Budgeted?:</u> Yes

<u>Contract Dates</u> 07/01/17-06/30/22 <u>Grant?:</u> Yes

Begin & End:

Matching No <u>Fund?:</u> Renewal

Requirement?:

### Information

### Request/Subject

Approval of an Intergovernmental Agreement (Contract No. ADHS17-171368) with the Arizona Department of Health Services to continue funding for the Smoke-Free Arizona Program.

### **Background Information**

In November 2006, voters approved Proposition 201 now known as the Smoke-Free Arizona Act - A.R.S. 36-601.01, which prohibits smoking in most enclosed public places and places of employment with a few exceptions. The original contract started in May 2007, and the project title is called "Prop 201 Smoke-Free Arizona," and is an annual contract based on a tobacco tax that was part of Proposition 201 to fund its enforcement. The most recent renewal was under Contract No. ADHS-12-022009 and the proposed contract replaces that contract.

The Arizona Department of Health Services (ADHS) has been assigned the duties of implementation, education, compliance, and enforcement of Proposition 201, the Smoke-Free Arizona Act (the Act). As a part of this initiative the Department has determined that the most effective and expeditious methodology is to implement the program in partnership with the County Health Departments (CHD). The CHD shall provide an education component, and respond to written, on-line, and telephone complaints or other means of communications directly received from the public as provided in the County Title 36 delegation agreement. This item was pulled from the agenda by the Board of Supervisors at its July 11, 2017, meeting because it was not in compliance with Policy No. BOS-FIN-002 which requests that contracts not exceed four years. Since the July 11, 2017 meeting, the Board of Supervisors adopted revised Policy No. BOS-FIN-002 to allow the approval of contracts longer than four years for those contracts that are with a state or federal agency and in which the contract form was developed by that agency.

### Evaluation

Approval of Contract No. ADHS17-171368 will allow the Gila County Division of Health & Emergency Management to continue to educate the public on the Smoke-Free Arizona Program rules and to investigate complaints of possible infractions of the Smoke-Free Arizona Program rules.

### Conclusion

To comply with County policies and procedures, the continuation of the Prop 201 Smoke-Free Arizona contract is being presented to the Board of Supervisors for approval.

### Recommendation

The Health & Emergency Management Division Director recommends that the Board of Supervisors approve this annual contract with the Arizona Department of Health Services to provide continued education and complaint investigations regarding the Smoke-Free Arizona Act.

### Suggested Motion

Approval of an Intergovernmental Agreement (Contract No. ADHS12-171368) between the Gila County Division of Health and Emergency Management and the Arizona Department of Health Services in the amount of \$48,602 annually to continue the funding of the Proposition 201 Smoke-Free Arizona Program for the period July 1, 2017, through June 30, 2022.

**Attachments** 

Contract Renewal
Original Contract
Approved as to Form



# **INTERGOVERNMENTAL AGREEMENT (IGA)**

### Contract No. ADHS17-171368

# ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18<sup>th</sup> Avenue, Suite 260 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX

Project Title: Prop 201 Smoke Free Arizona	Begin Date: <u>July 01, 2017</u>				
Geographic Service Area: Gila County	Termination Date: June 30, 2022				
Arizona Department of Health Services has authority to contract for services and 36-132. The Contractor represents that it has authority to contract					
X Counties: A.R.S. §§ 11-201, 11-951, 11-952 and Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rule School Districts: A.R.S. §§ 11-951, 11-952, and 15-3 City of Phoenix: Chapter II, §§ 1 & 2, Charter, City City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, C	es and sovereign authority of the contracting Indian Nation. 842. of Phoenix.				
Amendments signed by each of the parties and attached hereto are heldate of the Amendment, as if fully set out herein.	eby adopted by reference as a part of this Contract, from the effective				
Arizona Transaction (Sales) Privilege:	FOR CLARIFICATION, CONTACT:				
Federal Employer Identification No.:	Name:				
Tax License No.:	Phone:				
Contractor Name: Gila County Health Department Address: 1400 E. Ash St. Globe, AZ 85501	FAX No:				
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	This Contract shall henceforth be referred to as Contract  No. ADHS17-171368 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.				
Signature of Person Authorized to Sign Date	State of Arizona Signed this day of, 201				
Print Name and Title					
	Procurement Officer				
CONTRACTOR ATTORNEY SIGNATURE:	Attorney General Contract, No. P0012014000078, which is an				
Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.	Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.  The Attorney General, BY:				
Signature of Person Authorized to Sign Date	Signature Date				
Print Name and Title	Assistant Attorney General:				

CONTRACT NUMBER
ADHS17-171368

# INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS

- 1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
  - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
  - 1.2 <u>"ADHS"</u> means Arizona Department of Health Services.
  - 1.3 "<u>Budget Term</u>" means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 <u>"Change Order"</u> means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 <u>"Contract"</u> means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 <u>"Contract Amendment"</u> means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 <u>"Cost Reimbursement"</u> means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 "Days" means calendar days unless otherwise specified.
  - 1.10 "<u>Fixed Price</u>" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 <u>"Gratuity"</u> means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 <u>"Materials"</u> unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
  - 1.13 <u>"Procurement Officer"</u> means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.14 <u>"Purchase Order"</u> means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 <u>"Services"</u> means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 <u>"Subcontract"</u> means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 <u>"State"</u> means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

CONTRACT NUMBER
ADHS17-171368

# INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS

### 2. Contract Type.

This Contract shall be:		
	Χ	Cost Reimbursement

### 3. Contract Interpretation.

- 3.1. <u>Arizona Law</u>. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. <u>Implied Contract Terms</u>. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. <u>Contract Order of Precedence</u>. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.3.1. Terms and Conditions;
  - 3.3.2. Statement or Scope of Work;
  - 3.3.3. Attachments; and
  - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. <u>Severability</u>. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. <u>No Parole Evidence</u>. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. <u>No Waiver</u>. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. <u>Headings</u>. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

### 4. Contract Administration and Operation.

- 4.1. <u>Term.</u> As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. <u>Contract Renewal</u>. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

CONTRACT NUMBER
ADHS17-171368

# INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4. <u>Non-Discrimination</u>. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. <u>Financial Management</u>. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
  - 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
  - 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. <u>Notices</u>. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. <u>Advertising and Promotion of Contract</u>. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

### 4.10. Property of the State.

- 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or

CONTRACT NUMBER
ADHS17-171368

# INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS

received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

CONTRACT NUMBER
ADHS17-171368

- 4.11. <u>E-Verify Requirements</u> In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

### 5. Costs and Payments

- 5.1. <u>Payments</u>. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
  - 5.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
  - 5.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
  - 5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
  - 5.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. <u>Unit Costs/Rates or Fees</u>. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

CONTRACT NUMBER
ADHS17-171368

### 5.4. Applicable Taxes.

- 5.4.1. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2. Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.
- 5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.
- 5.6. <u>Availability of Funds for the Current Contract Term.</u> Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:
  - 5.6.1. Accept a decrease in price offered by the Contractor;
  - 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
  - 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
  - 5.6.4. Cancel the Contract.

### 6. Contract Changes

- 6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2. <u>Subcontracts</u>. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3. <u>Assignments and Delegation</u>. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

CONTRACT NUMBER
ADHS17-171368

### 7. Risk and Liability

- 7.1. <u>Risk of Loss</u>. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. <u>Mutual Indemnification</u>. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

### 7.3. Force Majeure.

- 7.3.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. Exclusions. Force Majeure shall not include the following occurrences:
  - 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
  - 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default*. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. <u>Third Party Antitrust Violations</u>. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

CONTRACT NUMBER
ADHS17-171368

- **8. Description of Materials** The following provisions shall apply to Materials only:
  - 8.1. <u>Liens</u>. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
  - 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
    - 8.2.1. Of a quality to pass without objection in the Contract description;
    - 8.2.2. Fit for the intended purposes for which the Materials are used:
    - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
    - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
    - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
  - 8.3. <u>Inspection/Testing</u>. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
  - 8.4. <u>Compliance With Applicable Laws</u>. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
  - 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
    - 8.5.1. Contractor's Representations. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
    - 8.5.2. Purchase Orders and Change Orders. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### 9. State's Contractual Remedies

- 9.1. <u>Right to Assurance</u>. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
  - 9.2.1. Terms. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable

CONTRACT NUMBER
ADHS17-171368

steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- 9.2.2. Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 9.3. <u>Non-exclusive Remedies</u>. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

### 10. Contract Termination

- 10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2. <u>Gratuities</u>. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3. <u>Suspension or Debarment.</u> The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

### 10.4. Termination Without Cause.

- 10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

CONTRACT NUMBER
ADHS17-171368

- 10.4.3. If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.
- 10.5. <u>Mutual Termination</u>. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. <u>Termination for Default</u>. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8. <u>Disposition of Property</u>. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

### 11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

### 12. Communication

- 12.1. <u>Program Report</u>. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2. <u>Information and Coordination</u>. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

### 13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

CONTRACT NUMBER	
ADHS17-171368	

### 14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

### 15. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

#### 16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

### 17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

#### 18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18<sup>th</sup> Avenue, Suite 260, Phoenix, Arizona 85007.

### 19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or

CONTRACT NUMBER
ADHS17-171368

subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <a href="https://www.fsrs.gov/">https://www.fsrs.gov/</a>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <a href="http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata">http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata</a> and must be returned to the ADHS by the 15<sup>th</sup> of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: <a href="mailto:ADHS">ADHS</a> Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <a href="http://www.whitehouse.gov/omb/open">http://www.whitehouse.gov/omb/open</a>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

### 21. Contracting; Procurement; Investment; Prohibitions

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract 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 the State up to and including termination of this Contract.

CONTRACT NUMBER
ADHS17-171368

# INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK

### 1. Background

The Arizona Department of Health Services (ADHS) has been assigned the duties of implementation, education, compliance, and enforcement of Proposition 201, the Smoke-Free Arizona Act (the Act). As a part of this initiative the Department has determined that the most effective and expeditious methodology is to implement the program in partnership with the County Health Departments (CHD). The CHD shall provide an education component, and respond to written, on-line, and telephone complaints or other means of communications directly received from the public as provided in the County delegation authority.

### 2. Objective

Provide education and compliance activities in accordance with the Act.

### 3. Scope of Service

The CHD shall:

- 3.1. Educate public places, places of employment, and citizens within their jurisdiction with respect to the Smoke-Free Arizona Act;
- 3.2. Determine compliance with the Act through inspections and investigations;
- 3.3. Identify violations in accordance with Arizona Revised Statute (A.R.S.) § 36-601.01 and Arizona Administrative Code (A.A.C.) R9-2-101 through R9-2-112;
- 3.4. Provide an annual report to ADHS that includes the number of educational services provided, the number of compliance activities as outlined in the *Delegation Agreement between Arizona Department of Health Services and the County Health Department* herein after referred to as Delegation Agreement;
- 3.5. Provide services within the budget period for this Agreement which is the State Fiscal Year (SFY) of July 1, through June 30, of each year.

### 4. Tasks

The CHD shall:

- 4.1. Provide educational information about the Act to public places, places of employment, and citizens of the County;
- 4.2. Document and maintain records of:
  - 4.2.1. The educational activities by the number of presentations, number of participants, number of consultations and counseling provided, and the number of media contacts;
  - 4.2.2. The Act compliance inspections/verifications;
  - 4.2.3. The number of complaints received and the category of the complaint as outlined in the Delegation Agreement;
  - 4.2.4. The number of complaint inspections completed and the category of the complaint inspection as outlined in the Delegation Agreement;
- 4.3. Track complaints using the smokefreearizona.org complaint tracking system.
- 4.4. Investigate all complaints by inspection or written notice.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS17-171368	SCOPE OF WORK

- 4.5. Perform complaint inspections in accordance with established time frames as outlined in A.A.C. R9-2-108 in response to public complaints and as requested by the ADHS.
- 4.6. Forward all documentation of complaint inspections and investigations with any findings, recommendations, etc., for ADHS to evaluate and consider for enforcement actions.
- 4.7. Prepare and submit:
  - 4.7.1. Contractor's Expenditure Report (CER) quarterly (form to be provided by ADHS); and
  - 4.7.2. A backup report detailing the expenditures listed on the CER.
- 4.8. Prepare and submit an annual report (format provided by ADHS) summarizing all programmatic activities for the program each year starting May 1 of each year;
- 4.9. Ensure that inspectors, health educators, and supervisors performing education and compliance activities attend the Smoke-Free Arizona annual training provided by ADHS at least once a year.

### 5. Unobligated/Unexpended Funds

- 5.1. Any funds provided to the CHD and determined to be unearned and remaining after the SFY budget period, shall be returned to the ADHS in accordance with A.R.S. § 36-601.01(L)(2). Per statute, these returned funds "...shall be deposited in the tobacco products tax fund and used for education programs to reduce and eliminate tobacco use and for no other purpose";
- 5.2. The CHD shall within sixty (60) days after the end of SFY budget period:
  - 5.2.1. Provide a complete accounting of all expended funds and any outstanding obligations;
  - 5.2.2. Return the unobligated/unexpended balance to ADHS, if applicable;
  - 5.2.3. Return monies collected from fees and fines in a separate payment from the unobligated/unexpended balance.
- 5.3. The expenditure and obligation shall be restricted to services performed within the appropriate budget period.

### 6. State Provided Items

ADHS shall provide:

- 6.1. Smokefreearizona.org website, which provides:
  - 6.1.1. Information, including signs, brochures for download; and
  - 6.1.2. Electronic submission of complaints.
- 6.2. Smoke-Free Arizona signs ("No Smoking") to be used for:
  - 6.2.1. Businesses and public places;
  - 6.2.2. Restaurants and bars; and
  - 6.2.3. Vehicles used for business purposes.

CONTRACT NUMBER
ADHS17-171368

# INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK

- 6.3. Informational brochures for:
  - 6.3.1. The general public;
  - 6.3.2. Businesses, restaurants, and bars.
- 6.4. Smoke-Free Arizona annual training for all County staff performing education and compliance activities. Training classes will be provided in the Phoenix metro area or online.

#### 7. Reference Documents

A.R.S. § 36.601.01 and A.A.C. R9-2-101 through R9-2-112. The rules have been published by the Secretary of State (SOS) and are available on the SOS website.

#### 8. Deliverables

The CHD shall submit:

- 8.1. A quarterly CER (format provided by ADHS). The CER shall be on the State Fiscal Year of July 1, through June 30, of each year;
- 8.2. An annual report summarizing all programmatic activities from May 1, through April 30, of each year. The report shall be submitted to ADHS by May 10, each year.

### 9. Notices, Correspondence, and Reports

9.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Smoke-Free Arizona Program Arizona Department of Health Services 150 N 18<sup>th</sup> Ave Ste 140 Phoenix, AZ 85007 Phone: 602-364-3142

Fax: 602-364-3146

9.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Gila County Division of Health & Emergency Services 5515 South Apache Ave., Suite 100

Mailing Address: 1400 East Ash

Globe, AZ 85501

Phone: 928-402-8767 Fax: 928-425-0794

CONTRACT NUMBER
ADHS17-171368

# INTERGOVERNMENTAL AGREEMENT PRICE SHEET

### Price Sheet/Fee Schedule

Type of Unit	Unit Rate
Budget Periods: 7/1 – 6/30	
Education and Compliance Activities of Food Establishments Under Permit in Gila County	\$30.00 Per Visit
Education and Compliance Activities of Public Places and Places of Employment Located in Gila County	\$130.00 Per Visit
Not to exceed Annual Total	\$48,602.00

**Note:** All expenses are included inclusive of any travel and travel related expenses.



### Division of Planning and Operations

Office of Procurement

1740 West Adams Street, Room 303 Phoenix, Arizona 85007-2670 (602) 542-1040 (602) 542-1741 Fax JANICE K. BREWER, GOVERNOR WILL HUMBLE, DIRECTOR

July 13, 2012

Gila County Health & Emergency Services Attn: Michael O'Driscoll 1400 East Ash Street Globe, AZ 85501

RE: Contract No. ADHS12-022009 Prop 201 Smoke Free Arizona

Dear Mr. O'Driscoll:

Enclosed is a copy of the executed Contract referenced above. Please retain this copy for your files.

If you have any questions please contact me at (602) 542-2934.

Sincerely,

Cindy Sullivan

Procurement Specialist

Enclosure

CC: Contract File



CHV30



### INTERGOVERNMENTAL AGREEMENT (IGA)

1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX Contract No. ADHS12-022009

ARIZONA DEPARTMENT OF **HEALTH SERVICES** 

Project Title: Prop 201 Smoke Free Arizona	Begin Date: 7/01/12
Geographic Service Area: Gila County	Termination Date: 6/30/17
Arizona Department of Health Services has authority to contract for sen 104 and 36-132. The Contractor represents that it has authority to cont X Counties: A.R.S. §§ 11-201, 11-951, 11-952 and Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rule School Districts: A.R.S. §§ 11-951, 11-952, and 15-3 City of Phoenix: Chapter II, §§ 1 & 2, Charter, City City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, (	ract for the performance of the services provided herein pursuant to:  36-182. es and sovereign authority of the contracting Indian Nation.  342. of Phoenix.
Amendments signed by each of the parties and attached hereto are he date of the Amendment, as if fully set out herein.	
Arizona Transaction (Sales) Privilege:	FOR CLARIFICATION, CONTACT:
Federal Employer Identification No :	Name:
Tax License No.:	Phone:
Contractor Name: Gila County Health Department	FAX No:
Address: 1400 East Ash	
Globe. AZ 85501	
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement  Signature of Person Authorized to Sign Date  Tommie Martia, Chairman  Print Name and Title	This Contract shall henceforth be referred to as Contract  No. ADHS12-022009  The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.  State of Arizona  Signed this 10 day of Table , 2012
	Procurement Officer
CONTRACTOR ATTORNEY SIGNATURE:  Pursuant to A.R.S. § 11-952. the undersigned Contractor's Attorney has determined that this intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Afizona  M. M. W. W. C. S. S. Date  Bryan B. Chambers Chief Deputy  Print Name and Title  Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney  General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.  The Attorney General, BY:	RESERVED FOR USE BY THE SECRETARY OF STATE  Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.
Signature Date Assistant Attorney General:	

Contract Number	_
ADHS12-022009	,

- 1. Definition of Terms. As used in this Contract, the terms listed below are defined as follows:
  - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract
  - 1.2 "ADHS" means Arizona Department of Health Services.
  - 1.3 "<u>Budget Term</u>" means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 <u>"Change Order"</u> means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 <u>"Contract"</u> means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law
  - 1.6 <u>"Contract Amendment"</u> means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 <u>"Cost Reimbursement"</u> means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 "Days" means calendar days unless otherwise specified.
  - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 <u>"Gratuity"</u> means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 <u>"Materials"</u> unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
  - 1.13 <u>"Procurement Officer"</u> means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.14 <u>"Purchase Order"</u> means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 <u>"Subcontract"</u> means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-022009	TERMS AND CONDITIONS

### 2. Contract Type.

This Contract shall be:

X Cost Reimbursement

### 3. Contract Interpretation.

- 3.1 <u>Arizona Law</u>. The law of Arizona applies to this Contract Including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 <u>Implied Contract Terms</u>. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 <u>Contract Order of Precedence</u>. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.3.1 Terms and Conditions:
  - 3.3.2 Statement or Scope of Work;
  - 3.3.3 Attachments;
  - 3.3.4 Referenced Documents.
- 3.4 <u>Relationship of Parties.</u> The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 <u>Severability</u>. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 <u>No Parole Evidence</u>. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 <u>No Waiver</u>. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 <u>Headings</u>. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

### 4. Contract Administration and Operation.

- 4.1 <u>Term.</u> As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 <u>Contract Renewal</u>. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-022009	TERMS AND CONDITIONS

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 <u>Non-Discrimination</u>. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 <u>Financial Management</u> For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
  - 4.6.1 Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
  - 4.6.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 <u>Inspection and Testing</u>. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 <u>Notices</u>. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

#### 4.10 Property of the State.

- 4.10.1 Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2 Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Contract	Number
ADHS12	-022009

Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and Intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 <u>E-Verify Requirements</u> In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-022009	TERMS AND CONDITIONS

- 4 12 <u>Scrutinized Businesses</u> In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 4.13 Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

### 5. Costs and Payments

5.1 <u>Payments</u>. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

#### 5.2 Recoupment of Contract Payments.

- 5.2.1 Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2 Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- Figure 1.2.3 Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4 Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3 <u>Unit Costs/Rates or Fees.</u> Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-022009	TERMS AND CONDITIONS

### 5.4 Applicable Taxes

- 5.4.1 State and Local Transaction Privilege Taxes The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.
- 5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.
- 5.6 <u>Availability of Funds for the Current Contract Term.</u> Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:
  - 5.6.1 Accept a decrease in price offered by the Contractor;
  - 5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;
  - 5.6.3 Offer reductions in funding as an alternative to Contract termination; or
  - 5.6.4 Cancel the Contract.

### 6. Contract Changes

- Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2 <u>Subcontracts</u>. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract
- 6.3 <u>Assignments and Delegation</u>. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval

Contract	Number
ADHS12	-022009

### 7. Risk and Liability

- 7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 Indemnification Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

#### 7.4 Force Majeure.

- 7 4 1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war, riots; strikes; mobilization; labor disputes, civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 Exclusions Force Majeure shall not include the following occurrences:
  - 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
  - 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-022009	TERMS AND CONDITIONS

- 7.4.4 Default. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure
- 7.5 <u>Third Party Antitrust Violations</u>. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.
- 8. **Description of Materials** The following provisions shall apply to Materials only:
  - 8.1 <u>Liens</u>. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
  - 8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
    - 8.2.1 Of a quality to pass without objection in the Contract description;
    - 8.2.2 Fit for the intended purposes for which the Materials are used;
    - 8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
    - 8.2.4 Adequately contained, packaged and marked as the Contract may require; and
    - 8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
  - 8.3 <u>Inspection/Testing</u>. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
  - 8.4 <u>Compliance With Applicable Laws</u> The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
  - 8.5 Survival of Rights and Obligations After Contract Expiration and Termination.
    - 8.5.1 Contractor's Representations. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
    - 8.5.2 Purchase Orders and Change Orders. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### 9. State's Contractual Remedies

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

Contract	Number
ADHS12	-022009

### 9.2 Stop Work Order.

- 9.2.1 Terms. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly
- 9.3 <u>Non-exclusive Remedies</u>. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law
- 9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

### 10. Contract Termination

- 10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3 <u>Suspension or Debarment.</u> The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

### 10.4 <u>Termination Without Cause.</u>

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-022009	TERMS AND CONDITIONS

- 10 4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
- 10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.
- 10.5 <u>Mutual Termination.</u> This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6 <u>Termination for Default</u>. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8 <u>Disposition of Property</u>. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.
- 11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

#### 12. Communication

- 12.1 <u>Program Report</u>. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2 <u>Information and Coordination</u>. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract

Contract Number	INTERGOVERNMENTAL AGREEMENT
OUTHI GOL T TOTAL	III EIGOVEITAMENTAL ACITEMENT
ADHS12-022009	TERMS AND CONDITIONS
1 1012 022000	

- 13. Client Grievances If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
- 14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of sult.
- 15. Fingerprint and Certification Requirements/Juvenile Services.
  - 15.1 <u>Paid and Unpaid Personnel</u>. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
  - 15.2 <u>Costs</u>. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
- Administrative Changes The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
- 17. Survival of Terms After Termination or Cancellation of Contract All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-022009	SCOPE OF WORK

### A. Background

The Arizona Department of Health Services (ADHS) has been assigned the duties of implementation, education, compliance, and enforcement of Proposition 201, the Smoke-Free Arizona Act (the Act). As a part of this initiative the Department has determined that the most effective and expeditious methodology is to implement the program in partnership with the County Health Departments (CHD). The CHD shall provide an education component, and respond to written, on-line, and telephone complaints or other means of communications directly received from the public as provided in the County delegation authority.

#### B. Objective

Provide education and compliance activities in accordance with the Act

#### C. Scope of Work

The CHD shall:

- Educate public places, places of employment, and citizens within their jurisdiction with respect to the Smoke-Free Arizona Act.
- 2. Determine compliance with the Act through inspections and investigations.
- 3. Identify violations in accordance with Arizona Revised Statute (A.R.S.) § 36-601.01 and Arizona Administrative Code (A.A.C.) R9-2-101 through R9-2-112.
- 4 Provide an annual report to ADHS that includes the number of educational services provided, the number of compliance activities as outlined in the *Delegation Agreement between Arizona Department of Health Services and the County Health Department* herein after referred to as Delegation Agreement
- 5. Provide services within the budget period for this Agreement which is the State Fiscal Year (SFY) of July 1, through June 30, of each year.

#### D. Tasks

The CHD shall:

- Provide educational information about the Act to public places, places of employment, and citizens of the County.
- 2. Document and maintain records of:
  - 2.1 The educational activities by the number of presentations, number of participants, number of consultations and counseling provided, and the number of media contacts:
  - 2.2 The Act compliance inspections/verifications;
  - 2.3 The number of complaints received and the category of the complaint as outlined in the Delegation Agreement;
  - 2.4 The number of complaint inspections completed and the category of the complaint inspection as outlined in the Delegation Agreement;
- 3. Track complaints using the smokefreearizona org complaint tracking system.
- 4. Investigate all complaints by inspection or written notice

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-022009	SCOPE OF WORK

- Perform complaint inspections in accordance with established time frames as outlined in A.A.C. R9-2-108 in response to public complaints and as requested by the ADHS.
- 6. Forward all documentation of complaint inspections and investigations with any findings, recommendations, etc., for ADHS to evaluate and consider for enforcement actions.
- 7. Prepare and submit:
  - 7.1 Contractor's Expenditure Report (CER) quarterly (form to be provided by ADHS); and
  - 7.2 A backup report detailing the expenditures listed on the CER.
- 8 Prepare and submit an annual report (format provided by ADHS) summarizing all programmatic activities for the program each year starting May 1 of each year
- 9. Ensure that inspectors, health educators, and supervisors performing education and compliance activities attend the Smoke-Free Arizona annual training provided by ADHS at least once a year.

### E. Unobligated/Unexpended Funds

- 1. Any funds provided to the CHD and determined to be unearned and remaining after the SFY budget period, shall be returned to the ADHS in accordance with A.R.S. § 36-601.01(L)(2). Per statute, these returned funds "...shall be deposited in the tobacco products tax fund and used for education programs to reduce and eliminate tobacco use and for no other purpose".
- 2 The CHD shall within sixty (60) days after the end of SFY budget period:
  - 2.1 Provide a complete accounting of all expended funds and any outstanding obligations;
  - 2.2 Return the unobligated/unexpended balance to ADHS, if applicable;
  - 2.3 Return monies collected from fees and fines in a separate payment from the unobligated/unexpended balance.
- 3. The expenditure and obligation shall be restricted to services performed within the appropriate budget period.

### F. State Provided Items

ADHS shall provide:

- 1. Smokefreearizona.org website, which provides:
  - 1.1 Information, including signs, brochures for download; and
  - 1.2 Electronic submission of complaints.
- 2. Smoke-Free Arizona signs ("No Smoking") to be used for:
  - 2.1 Businesses and public places;
  - 2.2 Restaurants and bars; and
  - 2.3 Vehicles used for business purposes.
- 3. Informational brochures for:

Contract Number	INTERGOVERNMENTAL AGREEMENT	
ADHS12-022009	SCOPE OF WORK	

- 3.1 The general public;
- 3.2 Businesses, restaurants, and bars
- 4 Smoke-Free Arizona annual training for all County staff performing education and compliance activities Training classes will be provided in the Phoenix metro area or electronically.

### G. Reference Documents

A.R.S. § 36.601.01 and A.A.C. R9-2-101 through R9-2-112. The rules have been published by the Secretary of State (SOS) and are available on the SOS website.

#### H. Deliverables

The CHD shall submit:

- 1 A quarterly CER (format provided by ADHS). The CER shall be on the State Fiscal Year of July 1, through June 30, of each year.
- 2. An annual report summarizing all programmatic activities from May 1, through April 30, of each year The report shall be submitted to ADHS by May 10, each year.

### I. Notices, Correspondence and Reports

1. Notices, Correspondence and Reports from the CHD to ADHS shall be sent to:

Smoke-Free Arizona Program Arizona Department of Health Services 150 N 18<sup>th</sup> Ave Ste 130 Phoenix, AZ 85007 Phone: 602-364-3449 Fax: 602-364-3146

2. Notices, Correspondence and Payments from the ADHS to the CHD shall be sent to:

Gila County Division of Health & Emergency Services 5515 South Apache Ave., Suite 100 Malling Address: 1400 East Ash Globe, Arizona 85501 928-402-8767 phone 928-425-0794 fax

Contract Number	INTERGOVERNMENTAL AGREEMENT	
ADHS12-022009	PRICE SHEET	

#### PRICE SHEET/FEE SCHEDULE

Type of Unit	Unit Rate		
Budget Periods: 7/1 – 6/30			
Education and Compliance Activities	\$51,160.00		
Estimated quarterly amount	\$12,790.00		
Not to exceed Annual Total	\$51,160.00		

Note: If the CHD has unused funds from the previous quarters, the CHD shall carry forward the funds to the following quarters, up to the term of the budget period.

All expenses are included inclusive of any travel and travel related expenses.

Authorization for Provision of Services: Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of funds authorized. The CHD shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Agreement.



Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

# Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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



### GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

# **Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

### **ARF-4488**

### Consent Agenda Item 5. B.

### **Regular BOS Meeting**

Meeting Date: 08/21/2017

<u>Submitted For:</u> John Castaneda, Animal Regulations Enforcement Mgr. <u>Submitted By:</u> John Castaneda, Animal Regulations Enforcement Mgr.

<u>Department:</u> Health & Emergency Management <u>Division:</u> Health Services

<u>Fiscal Year:</u> 2018 <u>Budgeted?:</u> No

Contract Dates 12-1-2017 to 12-1-2018 Grant?: Yes

Begin & End:

Matching No <u>Fund?:</u> Renewal

Requirement?:

### Information

### Request/Subject

Approval to submit a grant application to the Arizona Companion Animal Spay and Neuter Committee requesting \$10,000 to be used for a low cost spay/neuter program in Gila County.

### **Background Information**

This is a grant application to the Arizona Companion Animal Spay and Neuter Committee requesting funds to provide Gila County residents with no-cost spay or neuter procedure for their pet. In addition, these funds will be used to ensure that all animals leaving the County animal shelter will be surgically altered by offering a no-cost spay/neuter procedure.

On August 17, 2015, the Board of Supervisors authorized the submittal of a grant application in the amount of \$10,000 to Arizona Companion Animal Spay and Neuter Committee.

On September 14, 2015, Gila County Animal Control Department received an award letter and a check in the amount of \$2,000 to increase spays and neuter efforts in our community.

On October 17, 2016, Gila County Animal Control Department received an award letter and a check in the amount of \$5,000 to increase spays and neuter efforts in our community.

### Evaluation

Gila County Animal Care and Control currently has a low cost spay/neuter program and this funding would allow us to expand the program and continue to offer the no-cost spay/neuter services to even more residents.

### Conclusion

This grant would benefit the residents of Gila County by providing \$10,000 in funding for spaying/neutering dogs and cats.

### Recommendation

It is the recommendation of the Gila County Health & Emergency Management Director that the Board of Supervisors approve this grant application to the Arizona Companion Animal Spay and Neuter Committee.

### Suggested Motion

Authorization for the Gila County Animal Care and Control Department to submit a grant application to the Arizona Companion Animal Spay and Neuter Committee for \$10,000 to expand its no cost spay/neuter services in Gila County for a period of one year.

### <u>Attachments</u>

Cover page

Letter of Intent

**Application** 

Gila County Board

Org Chart

Vet support

Support letter

<u>Budget</u>

Project Cord.

# Gila County Animal Care and Control Companion Animal Spay & Neuter Grant Application



#### GILA COUNTY DIVISION of HEALTH & EMERGENCY MANAGEMENT

5515 South Apache Ave., Suite 100, Globe, AZ 85501 PHONE: (928) 402-8811 FAX: (928) 425-0794

August 3, 2017

Arizona Companion Animal Spay/Neuter Committee c/o Victoria Cowper Administrative Liaison PO Box 2800-228 Carefree, AZ 85377

#### Victoria Cowper,

The Gila County Animal Control Department of the Gila County Division of Health and Emergency Management is requesting funding for a spay/neuter grant to provide services to the Gila County region. Gila County is located in the central part of Arizona and encompasses 4,752 square miles. Gila County consists of five incorporated cities and several smaller communities that hold a population of over 53,000 residents.

Last year, we were able to provide low-cost spay/neuter services to over 51 domestic animals and are excited to have the opportunity again to provide this program to our community. This grant will reduce the overpopulation of domestic animals throughout the County and provide assistance to pet owners who cannot afford to get their animal(s) surgically altered by providing vouchers to individuals for a fully covered spay or neuter service.

Additionally, these funds will ensure that all animals leaving our shelter will receive spay/neuter services by offering a fully discounted procedure. This funding will provide spay/neuter services to more than 100 animals including any domestic animal(s) in the shelter that may be adopted out. Our goal is to target on those pet owners unable to afford the costs of the procedure.

This funding will also allow us to promote this service by providing educational information throughout the community, via newspaper articles, social media sites, and radio broadcasts. Educational information will include the importance of having your pet spayed or neutered and the health benefits this service can provide for pets. We will also educate our community about the Arizona Pet-Friendly/ Spay and Neuter Specialty license plate. We understand the importance of this organization and hope our community contributes to the ongoing success of the program.

Dr. Rita Sanders from the Copper Hills Veterinary services is the veterinarian that will provide services to implement the spay/neuter program. We are confident that we share the same goal and together we can make a difference in our community.

This would be an ongoing program for Gila County Animal Care and Control. We appreciate the opportunity to continue to make a difference in our community.

Sincerely,

Michael O'Driscoll, Director

Michael J. O'Daiscoll

Gila County Health & Emergency Management

#### **Arizona Companion Animal Spay and Neuter Committee**

Request for Donation Guidelines and Criteria

#### Please Read Carefully as the Guidelines Have Changed

# Important Information for Grant Applicants Please Read

The Arizona Companion Animal Spay and Neuter Grants Committee would like to offer a few tips for submitting your application. First, please be reminded that this is a **competitive process**. Requests generally exceed the amount of money available annually. Therefore, not every application will receive funding and not every grant will be funded at the level requested. Evaluators take into consideration many factors, including but not limited to geographic need, community resources, demonstrated ability to manage the grant effectively, and the impact on the animal and human population to be served.

To ensure that your application gets every consideration, please carefully read and follow the guidelines. Provide <u>ALL</u> the information requested. <u>ONLY COMPLETE APPLICATIONS WILL BE CONSIDERED</u>. Answer each section with as many specifics as possible in a concise and clear manner with direct relevance to the question, so the evaluators will clearly understand your program and its importance to your community. The quality of your application is an important statement about your organization and its ability to administer the program for which the grant money is requested.

For 2017, the Arizona Companion Animal Spay and Neuter Committee will disburse a minimum of 90% of the monies deposited in the "Spaying and Neutering of Animal Fund" from July 1, 2016 to June 30, 2017. As of end of May 2017, the fund had \$172,795. Awards to multiple organizations may be made.

#### Applications Requirements

- 1. Applicants must meet one of the following criteria:
  - a. Be an animal welfare organization that files under section 501 c(3) of the United States revenue code for income tax purposes and that offers or subsidizes sterilization services for dogs and cats within the State of Arizona.
  - b. Be an animal control agency that offers or subsidizes sterilization services for dogs and cats within the State of Arizona.
- 2. The application must propose an activity compatible with the Arizona Companion Animal Spay and Neuter Committee mission and in accordance with ARS 28-2422: "The companion animal spay and neuter committee shall allocate monies to a qualifying entity that allocates the monies to programs that seek to reduce pet overpopulation by sterilizing, at minimal or no cost, dogs and cats in the state, including those that are impounded pursuant to section 11-1022".
- 3. To be eligible for funding, candidates must facilitate the sterilization of at least one of the following:
  - a. Public Spay/Neuter Program

- b. Open Admission Non-Profit Animal Welfare/Government Animal Welfare Spay/Neuter Programs
- c. Free-Roaming (Feral) Spay/Neuter Program
- d. Non-Profit organization who houses dogs and cats for adoption
- To be considered for funding the application must be complete and received by the committee or postmarked by the deadline. Otherwise the application will not be considered.

Four total packets (one original and three copies) of the following:

- a. the completed original application
- b. the identified enclosures (see section IV and V)
- 5. If you are applying for multiple programs (TNR and Low-Cost Public Spay/Neuter and/or Non Profit organization who houses dogs and cats for adoption) you will need to fill out two separate applications with all attachments for each program.
- 6. Requests for funding may not exceed \$10,000 per project. However, based on the number of applicants, the scope of the proposed projects and the funds available, the evaluator's recommendations may include an adjustment (increase or decrease) of the funds requested by the applicants.
- 7. Accurate record keeping and accounting is imperative. Applicants must allow site visitation by representatives of the spay/neuter committee to be considered for funding.
- 8. Non-Profit animal shelters who adopt animals out may apply and MAY be considered for funding through this grant process.

# Arizona Companion Animal Spay and Neuter Committee Application Form

#### Section I. Contact Information

Name of Organization: Gila County Animal Care and Control

Address: 1400 East Ash Street

City/State/ZIP: Globe, Arizona 85501 County: Gila

Phone: 928-402-8873 Fax: 928-425-8150 Email: jccastaneda@gilacountyaz.gov

Project Leader Information:

Name: John Castaneda

Title: Animal Care and Control Manager

Address: Mail 1400 East Ash St./ Shelter address 700 Hackney Ave

City/State/ZIP: Globe, Arizona 85501

Phone: 928-402-8873 Fax: 928-425-8150 Email: jccastaneda@gilacountyaz.gov

#### Section II. Community Information

1. Describe the community that you serve.

- a. city/county/region that you serve: Globe, Miami, Payson (Northern/Southern Gila County)
- b. estimated human population: <u>53,000</u>
- c. estimated number of homeless animals in your community (companion animals that enter the government animal control agency and other animal welfare organizations per year):858

#### Section III. General Organizational Information

- 1. Organizational Mission: To serve and protect the citizens and animals within Gila County
- 2. Annual Operating Budget for Current Fiscal Year: \$414,459.00 2017-2018

3. Annual Statistics for your Organization. Please complete the following table referencing either the last 12 months of performance, or the performance of the most recent fiscal year.

Annual Statistics	Dogs	Cats	Total
Animal Intake	511	347	858
Adoptions	50	13	63
Transferred Out (Rescue)	192	131	323
Sterilizations	Dogs	Cats	Total
		Jaio	Total
Public	35	16	51
Public	35	16	51

4. What is your average cost per surgery?

Triacie year average eest per	eargery:
	Average Cost per Surgery
Male Cat	\$68.00
Female Cat	\$100.00
Male Dog	\$120.00
Female Dog	\$156.00

5. What is your live release rate? 60.29

To calculate your live release rate, follow this formula: Total adoptions + total transfers (rescue or otherwise) + total returned to owner divided by your total Outcomes (excluding owner/guardian requested euthanasia and dogs and cats that died or were lost in the shelter/care. Live release rate is given in percentage form.

(Adoptions + Transfers + returned to owner) / (Total Outcomes)

6.	Check all information that accurately describes your organization:
	<ul> <li>■government agency</li> <li>private, non-profit organization with 501(c)3 status, no government contract</li> <li>private, non-profit organization with 501(c)3 status, with government contract</li> <li>none of the above</li> </ul>
7.	Describe your organization – check all that apply:
	other (specifically and fully describe)

8. Is your organization available for onsite visits and inspection Committee?	ons from the public and this
■yes What are your hours of operation? Monday thr  □ no Please explain.	
Section IV. Description of Project	
The project for which you are seeking funding is:	elter animals
Target Animal Population	Funding Request
rarget Animal Population	Amount
■Public Spay/Neuter Program for Dogs and Domesticated Cats	\$ <u>10,000.00</u>
□ Free-Roaming (Feral) Cat Spay/Neuter Program	\$
☐ Spay/Neuter of animals shelter for adoption (Committee will make decision of availability of funds at final review of applications)	\$
Please note: Funds are designated for sterilization costs of vaccinations, travel or other ancillary costs will not be fundamental.	
<ol> <li>Use a separate sheet of paper to describe the program. <u>Do single spaced typewritten pages</u>. Type: Arial or Times inch margins. (50 points A &amp; B)</li> </ol>	not exceed two 8 1/2 x 11 New Roman, 12 point size, one
A. Describe the project(s) for which you are requesting fur	nding.
B. Include the number of animals to be served by this projection	ect.

D. Describe the segment of population to be served by the program (animal and human) (20 points).

C. Describe how you will raise awareness in the community of:

Spaying and neuteringPet friendly license plate

(20 points)

#### These total 90 points Section V. Enclosures

#### The following enclosures MUST accompany your application to be considered:

- 1. The organization and the executive and management staff in charge of the project. A list of the Board of Directors and other volunteer organizational leadership, if you are a non-profit organization (list of names and contact information).
- 2. A letter signed by the executive in charge that all veterinarians working on the project have and maintain a current State of Arizona veterinary license throughout the project.
- 3. If you are applying for funding for a free-roaming (feral) program include a statement verifying that the cats are ear-tipped and given a rabies vaccination.
- 4. A copy of the organization's 501(c)3 determination letter, if you are a non-profit organization.
- 5. The end of year (2016) **balance sheet** for Non-Profit organizations. Government agencies must provide the portion of their budget that states what their organization has allocated to animal control/shelter services. Only submit the line item for Animal Care & Control and/or Department Budget.
- 6. A letter from the appropriate official guaranteeing that the funds will be used specifically for the purpose requested only.
- 7. Project Coordinator name, phone number and email address to be published on the azpetplates.org web site.

Please send four (4) complete packets of information (original and three (3) copies of all enclosures identified) for each project applying for must be postmarked by: August 31, 2017

To the following address:

Arizona Companion Animals Spay and Neuter Committee c/o Victoria Cowper Administrative Liaison PO Box 2800-228 Carefree, AZ 85377

**Gila County Animal Care and Control** 

Contractor Name 1400 East Ash Street Globe, Arizona 85501

Contractor Authorized Signature Tommie Cline Martin Chair, Board of Supervisors

Jefferson R, Dalton
Deputy Gila County Attorney
Civil Bureau Chief



#### GILA COUNTY DIVISION of HEALTH & EMERGENCY MANAGEMENT

5515 South Apache Ave., Suite 100, Globe, AZ 85501 PHONE: (928) 402-8811 FAX: (928) 425-0794

Below is a list of the Current members of the Gila County Board of Supervisors

Tim R. Humphrey, Vice Chair

District 2

Office: Gila County Courthouse

1400 E. Ash Street, Globe, Arizona 85501

Phone:(928) 425-3231 Fax:(928) 402-0319

thumphrey@gilacountyaz.gov

**Tommie Cline Martin, Chair** 

District 1

Office: Gila County Complex

610 E HWY 260, Payson, Arizona 85547

Phone:(928) 474-2029 Fax:(928) 474-0802

tmartin@gilacountyaz.gov

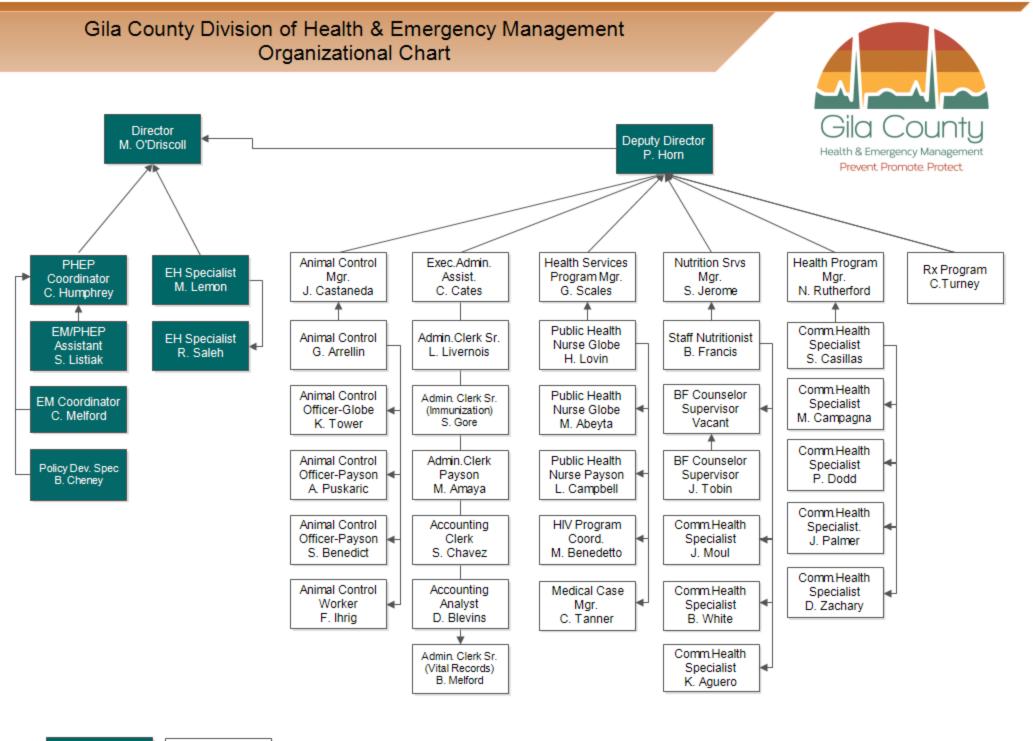
**Woody Cline, Member** 

District 3

Office: Gila County Courthouse

1400 E. Ash Street, Globe, Arizona 85501

Phone :(928) 402-4401 Fax :(928) 402-8882 wcline@gilacountyaz.gov



Reports to M. O'Driscoll Reports to Deputy Director P.Horn



#### GILA COUNTY DIVISION of HEALTH & EMERGENCY MANAGEMENT

5515 South Apache Ave., Suite 100, Globe, AZ 85501 PHONE: (928) 402-8811 FAX: (928) 425-0794

July 31, 2017

Arizona Companion Animal Spay/Neuter Committee c/o Victoria Cowper Administrative Liaison PO Box 2800-228 Carefree, AZ 85377

Ms. Victoria Cowper,

If awarded the funds, Gila County Animal Care and Control will be working with Dr. Rita Sanders, DVM, License #AZ6496 at the Copper Hills Veterinarian Clinic located in Miami Arizona who will be performing the spay/neuter surgeries.

Sincerely,

Michael O'Driscoll, Director

Michael J. O'Daiscoll

Gila County Health & Emergency Management

To whom it may concern,

Copper Hills Veterinary Services located on 807 W Sullivan Street in Miami, Arizona is eager to offer their support to Gila County Animal Care and Control for the spay/neuter voucher program. We are willing to provide spay and neuter services to members of the community.

The veterinarian that will be performing surgeries is Rita Sanders, DVM, License #: AZ 6496. She currently owns Copper Hills Veterinary Services, PLLC and graduated from Oklahoma State University in 2013. Dr. Sanders is able to do surgeries through her veterinary clinic and has experienced veterinary assistants and technicians helping to assist with procedures.

If you have any questions, please feel free to contact Dr. Sanders at 928-473-1145 or at <a href="mailto:copperhillsvet@gmail.com">copperhillsvet@gmail.com</a>.

Regards,

Dr. Rita Sanders

#### \*\*\*\*\*Gila County\*\*\*\*\*

# **Expense Proforma Budget Report**

Through Date: 7/27/2017

ccount Number	Fiscal Year Amended Budget	Y-T-D Amount	%Used	Proforma Amount	% Used
und: 1009 Rabies Control	244301		700000		70 0000
Department: 404 Health					
Account Classification: 1 Personnel Services					
4010-10 Salaries and wages Regular salaries and wages	\$197,017.00	\$194,408.70	99%	\$181,481.25	92%
4010-20 Salaries and wages Temporary wages	\$0.00	\$1,000.00	+++	\$933.49	+++
4010-30 Salaries and wages Part time salaries	\$0.00	\$0.00	+++	\$0.00	+++
4010-50 Salaries and wages Overtime	\$0.00	\$153.91	+++	\$143.66	+++
4020-10 Employee benefits Social security contributions	\$12,215.00	\$11,487.58	94%	\$10,723.70	88%
4020-11 Employee benefits Medicare contributions	\$2,856.00	\$2,686.66	94%	\$2,507.99	88%
4020-20 Employee benefits Arizona state retirement	\$22,618.00	\$22,002.21	97%	\$20,539.13	91%
4020-30 Employee benefits Health insurance	\$47,088.00	\$44,437.99	94%	\$41,483.02	88%
4020-41 Employee benefits Workers' compensation insurance	\$2,504.00	\$2,752.78	110%	\$2,569.71	103%
4020-89 Employee benefits Other	\$0.00	\$0.00	+++	\$0.00	+++
1 Personnel Services Totals:	\$284,298.00	\$278,929.83	98%	\$260,381.95	92%
Account Classification: 45 Miscellaneous					
4340-81 Miscellaneous Misc Prior Yrs Corrections	\$0.00	\$0.00	+++	\$0.00	+++
4990-00 Coding Corrections/Refunds	\$0.00	\$0.00	+++	\$0.00	+++
45 Miscellaneous Totals:	\$0.00	\$0.00	+++	\$0.00	+++
Account Classification: 2 Operating Expenses					
4100-10 Supplies Office supplies	\$3,000.00	\$1,917.94	64%	\$1,790.40	60%
4110-10 Operating Supplies - Agricultural/landscaping	\$0.00	\$0.00	+++	\$0.00	+++
4110-20 Operating Supplies - Food	\$2,500.00	\$1,092.86	44%	\$1,020.18	41%
4110-30 Operating Supplies - Drugs and medicine	\$2,500.00	\$4,876.35	195%	\$4,552.06	182%
4110-40 Operating Supplies - Laboratory	\$200.00	\$0.00	0%	\$0.00	+++
4110-50 Operating Supplies - Cleaning and sanitation	\$2,500.00	\$2,146.92	86%	\$2,004.14	80%
4110-60 Operating Supplies - Fuel, oil, and lubricants	\$1,500.00	\$77.18	5%	\$72.01	5%
4110-61 Operating Supplies - Oxygen and chemicals	\$0.00	\$0.00	+++	\$0.00	+++
4110-80 Operating Supplies - Clothing, uniforms	\$1,500.00	\$1,556.64	104%	\$1,453.10	97%
4110-81 Operating Supplies - Safety apparel	\$0.00	\$0.00	+++	\$0.00	+++
4110-85 Operating Supplies - Safety supplies	\$1,200.00	\$1,820.90	152%	\$1,699.81	142%
4110-99 Operating Supplies - Other	\$3,000.00	\$3,592.65	120%	\$3,353.73	112%
4120-10 Equipment and furniture Equipment under \$1000	\$0.00	\$2,635.83	+++	\$2,460.54	+++
4120-20 Equipment and furniture Office furniture under \$1000	\$0.00	\$1,204.32	+++	\$1,124.24	+++

#### \*\*\*\*\*Gila County\*\*\*\*\*

# Expense Proforma Budget Report Through Date: 7/27/2017

Account Number	Fiscal Year Amended Budget	Y-T-D Amount	%Used	Proforma Amount	% Used
Fund: 1009 Rabies Control					
Department: 404 Health					
4120-30 Equipment and furniture Shop tools & equip under \$1000	\$0.00	\$0.00	+++	\$0.00	+++
4120-35 Equipment and furniture Computers/Laptops under \$1000	\$0.00	\$0.00	+++	\$0.00	+++
4120-36 Equipment and furniture Communications under \$1000	\$0.00	\$0.00	+++	\$0.00	+++
4130-60 Repair and maintenance supplies Motor vehicle repair	\$0.00	\$0.00	+++	\$0.00	+++
4130-61 Repair and maintenance supplies Vehicle Supplies	\$0.00	\$0.00	+++	\$0.00	+++
4130-62 Repair and maintenance supplies Auto parts/supplies	\$0.00	\$0.00	+++	\$0.00	+++
4130-63 Repair and maintenance supplies Vehicle maintenance supplies	\$0.00	\$0.00	+++	\$0.00	+++
4140-20 Controlled Assets Fixed structures \$1000 to \$4999.	\$0.00	\$0.00	+++	\$0.00	+++
4140-35 Controlled Assets Computer/Lptps \$1000 to \$4999.99	\$1,500.00	\$4,667.29	311%	\$4,356.93	290%
4140-36 Controlled Assets Communications \$1000 to \$4999.99	\$0.00	\$0.00	+++	\$0.00	+++
4140-40 Controlled Assets Machin & equip \$1000 to \$4999.99	\$0.00	\$0.00	+++	\$0.00	+++
4200-10 Other services and charges General services	\$500.00	\$573.00	115%	\$534.87	107%
4200-50 Other services and charges Credit card service charge	\$0.00	\$1,244.53	+++	\$1,161.76	+++
4210-50 Professional services Medical	\$0.00	\$0.00	+++	\$0.00	+++
4210-59 Professional services Veterinarian expense	\$20,081.00	\$16,591.17	83%	\$15,487.90	77%
4210-60 Professional services Software	\$3,550.00	\$3,181.40	90%	\$2,969.82	84%
4210-70 Professional services Architectural and engineering	\$0.00	\$0.00	+++	\$0.00	+++
4210-99 Professional services Other	\$0.00	\$10,084.85	+++	\$9,414.23	+++
4220-20 Utilities Natural gas	\$0.00	\$0.00	+++	\$0.00	+++
4220-30 Utilities Water	\$0.00	\$0.00	+++	\$0.00	+++
4230-10 Communications Telephone	\$7,000.00	\$7,212.01	103%	\$6,732.43	96%
4230-30 Communications Postage/Freight Expense	\$2,500.00	\$2,753.57	110%	\$2,570.44	103%
4240-10 Travel and Transportation Travel expenses employees	\$3,500.00	\$2,806.39	80%	\$2,619.75	75%
4240-20 Travel and Transportation Same day meal	\$0.00	\$0.00	+++	\$0.00	+++
4260-99 Advertising Other	\$0.00	\$0.00	+++	\$0.00	+++
4270-10 Printing and microfilming Printing	\$0.00	\$2,131.31	+++	\$1,989.58	+++
4270-20 Printing and microfilming Binding	\$0.00	\$0.00	+++	\$0.00	+++
4280-60 Insurance Malpractice	\$0.00	\$0.00	+++	\$0.00	+++
4290-10 Operating Leases and Rentals Office equipment	\$0.00	\$0.00	+++	\$0.00	+++
4290-60 Operating Leases and Rentals Buildings and grounds	\$9,600.00	\$19,200.00	200%	\$17,923.25	187%
4290-80 Operating Leases and Rentals Autos and trucks	\$28,000.00	\$31,367.56	112%	\$29,281.72	105%

#### \*\*\*\*\*Gila County\*\*\*\*\*

# Expense Proforma Budget Report Through Date: 7/27/2017

Account Number	Fiscal Year Amended Budget	Y-T-D Amount	%Used	Proforma Amount	% Used
Fund: 1009 Rabies Control					
Department: 404 Health					
4290-99 Operating Leases and Rentals Other	\$31,200.00	\$28,600.00	92%	\$26,698.18	86%
4300-10 Repair and maintenance Automotive	\$0.00	\$3,297.32	+++	\$3,078.05	+++
4300-20 Repair and maintenance Office equipment	\$250.00	\$424.54	170%	\$396.28	159%
4300-50 Repair and maintenance Medical & laboratory equipment	\$0.00	\$0.00	+++	\$0.00	+++
4300-60 Repair and maintenance Buildings	\$1,000.00	\$160.00	16%	\$149.36	15%
4310-99 Aid to other governments Other	\$0.00	\$0.00	+++	\$0.00	+++
4320-20 Support and care of persons Community outreach supplies	\$0.00	\$1,424.32	+++	\$1,329.59	+++
4330-10 Interest Registered warrants	\$0.00	\$0.00	+++	\$0.00	+++
4340-30 Miscellaneous Dues, memberships, subscriptions	\$180.00	\$25.00	14%	\$23.32	13%
4340-41 Miscellaneous Credit card No Doc	\$0.00	\$0.00	+++	\$0.00	+++
4340-61 Miscellaneous Employee training	\$2,000.00	\$1,229.95	61%	\$1,148.14	57%
4340-70 Miscellaneous Use tax and assessments	\$400.00	\$379.49	95%	\$354.23	89%
4340-98 Miscellaneous Contingency Reserve	\$0.00	\$0.00	+++	\$0.00	+++
4340-99 Miscellaneous Other	\$1,000.00	\$25.00	3%	\$23.32	2%
2 Operating Expenses Totals:	\$130,161.00	\$158,300.29	122%	\$147,773.35	114%
Account Classification: 6 Capital					
4540-50 Machinery and Equipment Data processing	\$0.00	\$0.00	+++	\$0.00	+++
6 Capital Totals:	\$0.00	\$0.00	+++	\$0.00	+++
Department: 404 Health Totals:	\$414,459.00	\$437,230.12	105%	\$408,155.30	98%
Fund Totals: Rabies Control	\$414,459.00	\$437,230.12	105%	\$408,155.30	98%
Grand Totals:	\$414,459.00	\$437,230.12	105%	\$408,155.30	98%



#### GILA COUNTY DIVISION of HEALTH & EMERGENCY MANAGEMENT

5515 South Apache Ave., Suite 100, Globe, AZ 85501 PHONE: (928) 402-8811 FAX: (928) 425-0794

**Project Coordinator** 

John Castaneda Gila County Animal Care and Control (928) 402-8873 jccastaneda@gilacountyaz.gov

# Consent Agenda Item 5. C.

# Regular BOS Meeting

Meeting Date: 08/21/2017

<u>Submitted By:</u> Melissa Henderson, Deputy Clerk <u>Department:</u> Clerk of the Board of Supervisors

#### Information

# Request/Subject

Jakes Corner Bar, LLC., Application for a Permanent Extension of Premises/Patio Permit.

#### **Background Information**

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (DLLC). The local governing body usually has established internal procedures for review and approval of the application. The DLLC has final approval of all recommendations submitted by the local governing body.

Robin Lee Heppler has submitted an application to permanently extend the premises/patio of Jakes Corner Bar, LLC., located in Payson, Arizona.

# **Evaluation**

The application has been reviewed by the Clerk of the Board of Supervisors Department, and Community Development Division Chief Building Official, Scott Buzan, who is familiar with the premises, and there are no objections with regard to this application.

# Conclusion

The application is ready to be presented to the Board of Supervisors for a decision. The Board's recommendation will then be sent to the DLLC for a final decision.

# Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the DLLC.

# Suggested Motion

Approval of an Application for Extension of Premises/Patio Permit submitted by Robin Lee Heppler to permanently extend the premises where liquor is permitted to be served at Jakes Corner Bar, LLC., located in Payson, Arizona.

#### Attachments

Jakes Corner Bar - Application

<u>Jakes Corner Bar - Community Development Review</u>

Received 7/28/17



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

DLLC USE ONLY
CSR:
Log #:
_

#### APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

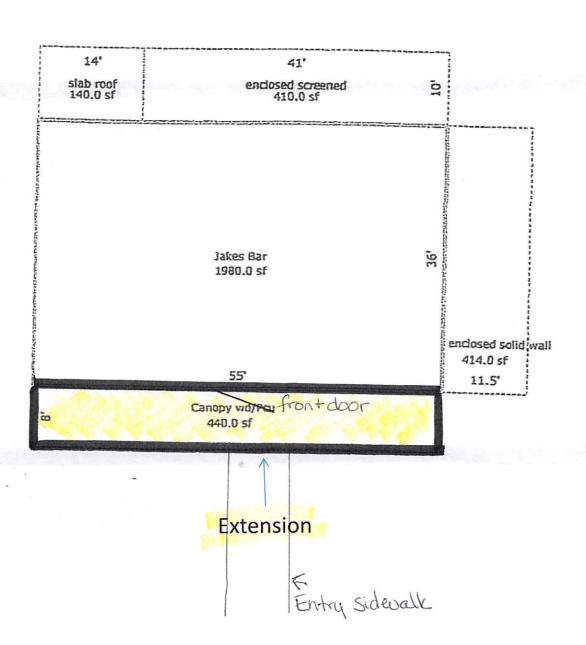
\*OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR\*

\*\*Notice: Allow 30-45 days to process permanent change of premises\*\*

×	Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:
	Temporary change (No Fee) for date(s) of:// through// list specific purpose for change:
1. L	censee's Name: Heppler Bobin Lee License#: 06040016
2. N	Tailing address: 57564 N. AZHWY 188 Payson AZ 85541
3. B	usiness Name: Street JUL'S COVNEY BOY LLC State Zip Code
4. B	usiness Address: 57564 N. AZ HWY188 Payson AZ 85541
5. E	mail Address: robin. Nepplex@aol.com
6. B	usiness Phone Number: 928-474-0679 Contact Phone Number: 303-946-6696
_	extension of premises/patio complete?  N/A Yes No If no, what is your estimated completion date?///
C	o you understand Arizona Liquor Laws and Regulations? ☑Yes □No
	oes this extension bring your premises within 300 feet of a church or school? ☑Yes ☑No
_	lave you received approved Liquor Law Training? ☑Yes □No
11. V	What security precautions will be taken to prevent liquor violation s in the extended area? <u>Bowiers are û</u>
٠	place, and staff will be assigned to monitor patrons in

12. <u>IMPORTANT</u>: Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, <u>if the extended area is not outlined and marked "extension" we cannot accept the application.</u>

# JAKE'S CORNER BAR LLC



1
Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:
*
Approval Disapproval by DLLC:
I, (Signature) Notary  I, (Signature) Notary
State of Arizona )
County of MOUTCOPG
On this 28 Day of June, 20 17 before me personally appeared KOO10 L. Heppler (Print Name of Document Signer)
Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.
(Affix Seal Above)  OFFICIAL SEAL SELENA MARIE GONZALES NOTARY PUBLIC - State of Arizona MARICOPA COUNTY My Comm. Expres February 12, 2020
GOVERNING BOARD
After completion, and <b>BEFORE submitting to the Department of Liquor</b> , please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.
☐ Approval ☐ Disapproval
Authorized Signature Title Agency Date
LLC USE ONLY
Investigation Recommendation:   Approval Disapproval by:
Director Signature required for Disapprovals:



#### INTEROFFICE MEMORANDUM

DATE:

July 28, 2017

TO:

Scott Buzan, Community Development Division

FROM:

Melissa Henderson, Deputy Clerk of the Board of Supervisors

SUBJECT:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Robin Lee Heppler to permanently extend the liquor license service area at the Jakes Corner Bar, LLC. located in Payson, Arizona.

A.R.S. §4-207.01 (B) states, "No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval by the director. This subsection shall apply to any person to person transfer of the licensed premises. Until January 1, 2015, the director may charge a fee for review of floor plans and diagrams submitted by a licensee pursuant to this section."

I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval, and return this memorandum to me. Thank you.

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.
水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水水
THIS ESTABLISHMENT DOES DOES NOT (circle one) MEET THE BUILDING CODE
REQUIREMENTS FOR A TEMPORARY EXTENSION OF PREMISES/PATIO PERMIT.
PERMANENT

Community Development Division:

Date:

8-15-17

Scott Buzan, Chief Building Official

# Regular BOS Meeting

Meeting Date: 08/21/2017

<u>Submitted By:</u> Melissa Henderson, Deputy Clerk <u>Department:</u> Clerk of the Board of Supervisors

#### **Information**

# Request/Subject

Gila County Fair Special Event Liquor License Application for September 21 -24, 2017.

#### **Background Information**

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

# **Evaluation**

The Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been completed correctly.

# Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the DLLC, the Gila County Fair of Globe, Arizona, will have used 4 day of the allowable 12 events per year.

# Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application to allow the Gila County Fair to serve liquor at the Fairgrounds, in Globe, Arizona to be held on September 21 - 24, 2017.

# Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Fair of Globe, Arizona, to serve liquor on September 21 -24, 2017, at the Fairgrounds.

# **Attachments**

Gila County Fair - Application



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

FOR DLLC USE ONLY	
Event Date(s):	
Event time start/end:	
CSR:	
License:	

APPLICATION FOR SPECIAL EVENT LICENSE Fee= \$25.00 per day for 1-10 days (consecutive) Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: The Department of Liquor Licenses and Control or event will be held at a location without a permaner by the existing liquor license, this application must Liquor Licenses and Control (see Section 15).	nt liquor license or if the event will	10) business days prior to be on any portion of a loc	the event. If the special cation that is not covered
SECTION 1 Name of Organization: Gila Cour	nty Fair		<del></del>
SECTION 2 Non-Profit/IRS Tax Exempt Number:			
SECTION 3 The organization is a: (check one bo  ☐ Charitable ☐ Fraternal (must have regule ☐ Religious ☐ Civic (Rotary, College School)	ar membership and have been		• • •
$\underline{\textbf{SECTION 4}} \ \ \text{Will this event be held on a currently}$	licensed premise and within the	e already approved prer	mises?□Yes ☑No
Name of Business	License Number	Phone (	(Include Area Code)
SECTION 5 How is this special event going to co 318 for explanation (look in special event planning Place license in non-use Dispense and serve all spirituous liquors used Dispense and Di	ng guide) and check one of the under retailer's license under special event d retail location E AGREEMENT FROM THE AGENT/O	following boxes.  DWNER OF THE LICENSED	PREMISE TO SUSPEND THI
<b>SECTION 6</b> What is the purpose of this event	? On-site consumption	Off-site (auction)	□Both
SECTION 7 Location of the Event: Gila Count	•	,	_
900 F Fairo	rounds Rd. Globe. AZ 85	501	
Address of Location: 900 E. Fairg	City	COUNTY	State Zip
<b>SECTION 8</b> Will this be stacked with a wine festive	al/craft distiller festival? Yes	✓No	
<b>SECTION 9</b> Applicant must be a member of the of the Organization named in Section 1. (Authority)			irector or Chairperson
1. Applicant: Cline Janet	М	1/3/1	962
	Middle		Date of Birth
2. Applicant's mailing address: 138 S. Broad S	City		State Zip
3. Applicant's home/cell phone: (928) 812-	=	s business phone: ()	

4. Applicant's email address:

SECTION 10					
☐Yes ☑No	O (If yes, attach explanation.)	a felony, or had a liquor li		last five (5) year	\$\$
2. How many sp (The number ca	oecial event licenses hav innot exceed 12 events per ye	e been issued to this locater; exceptions under A.R.S. §4	ion this year? 0 -203.02(D).)		
	cation using the services or copy of the agreement.)	of a promoter or other pers	son to manage the event	?∐Yes ☑No	
		o will receive the procee ss revenues of the special of			
Name Gila	County Fair		Percentage: <u>10</u>	0	
Address PO	BOX 906 GLO	BE, AZ 85502			
	Street	•	City	State	Zip
			Percentage:		
Address	Street		City	State	Zip
		event license; rules and R1	9-1-205 <u>Requirements for</u>	a Special Event	<u>License</u> .
N	ote: All ALCOHOLIC RE	VERAGE SALES MUST BE FO	OR CONSUMPTION AT TH	F EVENT SITE ON	JI Y
	IC BEVERAGES SHALL LEA'	VE SPECIAL EVENT UNLESS 1	THEY ARE IN AUCTION SEA	LED CONTAINER	
		IS STACKED WITH WINE /CI			
		asures will you take to pre- onnel and type of fencing or c		ws at this event?	?
2		Number o		√Fencing	☐Barriers
	Current and Tempo		r occomy r croomic		
Explanation:		y v og			
	ites and Hours of Event. Do A.R.S. § 4-244(15) and (17) for	ays must be consecutive by regal hours of service.	ut may not exceed 10 cor	secutive days.	
		SEPARATE APPLICATION FO	OR EACH "NON-CONSEC	UTIVE" DAY	
	Date	Day of Week	Event Start Time AM/PM	License Time AA	
DAY 1:	9/21/2017	Thursday	12 noon	12am	
DAY 2:	9/22/2017	Friday	11 am	12am	····
DAY 3:	9/23/2017	Saturday	11 am	12am	
DAY 4:	9/24/2017	Sunday	11 am	4pm	
DAY 5:					
DAY 6:					
DAY 7:					

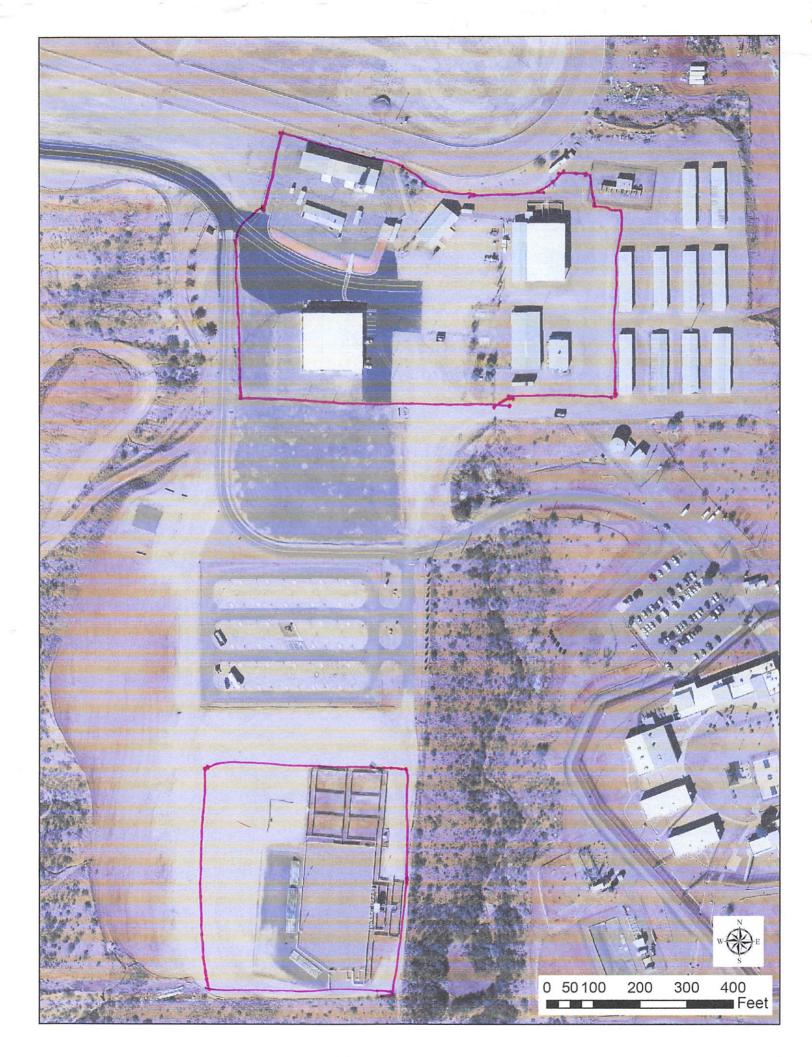
DAY 8:

DAY 9:

DAY 10:

to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position. See attached

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized



#### SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1. , (Print Full Name) Janet Cline \_ declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete. Chairperson Title/ Position Signature 9017 The foregoing instrument was acknowledged before me this RAGNHEIDUR I. MCCORMACK \_\_\_\_County of Gila Notary Public - State of Arizona GILA COUNTY Commission Expires My Commission Expires on: May 12, 2018 SECTION 14 This section is to be completed only by the applicant named in Section 9. Janet Cline declare that I am the APPLICANT filing this application I have read the application and the contents and all statements are true, correct and complete. l, (Print Full Name) Chairperson Title/ Position Sianature The foregoing instrument was acknowledged before me this RAGNHEIDÜRLAMCCORMAC Notary Public - State of Arizona GILA COUNTY My Commission Expires May 12, 2018 My Commission Expires on: Mach 12 Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage\_docs/spec\_event\_links.pdf. SECTION 15 Local Governing Body Approval Section. recommend DAPPROVAL DISAPPROVAL (Government Official) (Title) On behalf of \_ (City, Town, County) Signature SECTION 16 For Department of Liquor Licenses and Control use only.

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

- B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.
- D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.
- E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.
  - F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

□approval □disapproval by: \_\_\_\_\_

# Regular BOS Meeting

Meeting Date: 08/21/2017

<u>Submitted By:</u> Melissa Henderson, Deputy Clerk <u>Department:</u> Clerk of the Board of Supervisors

#### Information

# Request/Subject

Pine Strawberry Fuel Reduction Special Event Liquor License Application for September 15-16, 2017.

#### **Background Information**

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

# **Evaluation**

The Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been completed correctly.

# Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the DLLC, the Gila County Fair of Globe, Arizona, will have used 2 day of the allowable 12 events per year.

# Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application to allow the Pine Strawberry Fuel Reduction to serve liquor at the annual fundraiser, in Pine, Arizona to be held on September 15-16, 2017.

# Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Pine Strawberry Fuel Reduction of Pine, Arizona, to serve liquor on September 15-16, 2017, at their annual fundraiser.

# **Attachments**

Pine Strawberry Fuel Reduction - Application



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

#### APPLICATION FOR SPECIAL EVENT LICENSE

Fee= \$25.00 per day for 1-10 days (consecutive) Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

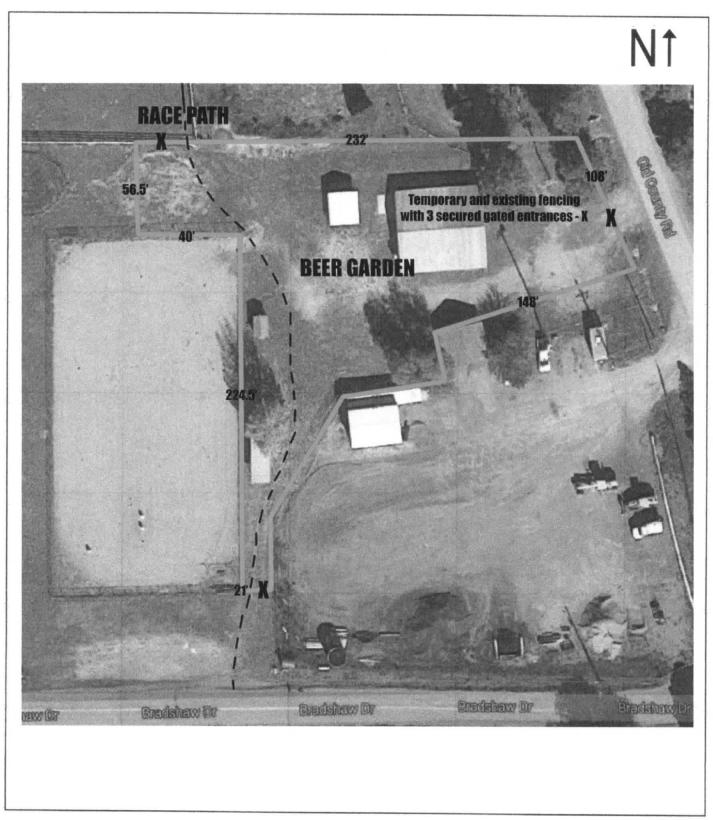
IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

event will be by the exist Liquor Licer	e held at a location w ting liquor license, thi nses and Control (see	ithout a permanent liquo s application must be a Section 15).	r license or if the event will pproved by the local gov	be on any portion of a loc vernment before submissi	cation the	it is not covered
SECTION 1	Name of Organizat	ion: Pine Strawber	ry Fuel Reduction, In	nc.		
SECTION 2	Non-Profit/IRS Tax E	kempt Number: EIN: 2	26-1648961			
		a: (check one box only)				
<b></b> ✓Cr	naritable 🔲 Fraternal	(must have regular mei	mbership and have been	in existence for over five	e (5) year	s)
Re	ligious Civic (Ro	tary, College Scholarshi	p) Political Party, Ballot	Measure or Campaign	Committe	ее
SECTION 4	Will this event be he	eld on a currently licens	ed premise and within the	e already approved prer	mises?	Yes <b>V</b> No
	Name of Busines	5	License Number	Phone	(include Ared	Code)
318 for exp Plo Dis Viole Sp (IF NOT USII LICENSE DU PORTION OF	lanation (look in spec ace license in non-us spense and serve all spense and serve all lit premise between NG RETAIL LICENSE, S RING THE EVENT. IF THE FTHE PREMISE.)	cial event planning guide spirituous liquors under s spirituous liquors under s special event and retai UBMIT A LETTER OF AGRE E SPECIAL EVENT IS ONL	special event I location FEMENT FROM THE AGENT/O Y USING A PORTION OF PR	e following boxes.  OWNER OF THE LICENSED	PREMISE 1	TO SUSPEND THE O SUSPEND THAT
020110117		: 3180 Bradshaw [		Gila	AZ	85544
	Address of Location	Street	City	COUNTY	State	Zip
SECTION 8	Will this be stacked	with a wine festival/cra	ft distiller festival? Yes	<b>√</b> No		
			ying organization and au gnature is required in Sec		irector or	Chairperson
1. Applica	nt: Brandt	Janet		10/03	3/1952	
	Lusi	First	Middle		Date o	
2. Applica	nt's mailing address	PO Box 1407	Pine		AZ	85544
	nt's home/cell phon			s business phone: ()	State	Zip
4. Applica	nt's email address:	orandt329@hotma	il.com			

SECTION 10					
	cant been convicted of a formal (If yes, attach explanation.)	felony, or had a liquor lic	cense revoked within the	e last five (5) yea	şarsş
2. How many sp (The number ca	pecial event licenses have b nnot exceed 12 events per year;	peen issued to this locat exceptions under A.R.S. §4-	ion this year? 0 203.02(D).)		
	cation using the services of c	a promoter or other pers	on to manage the ever	nt?□Yes ✓No	
applying mus	e and organizations who v st receive 25% of the gross r	evenues of the special e			
Name Pine	Strawberry Fuel Reduc	ction, Inc.	Percentage: _1	00%	
Address PO		Pine	)	AZ	85544
	Street		City	State	Zip
		· · · · · · · · · · · · · · · · · · ·	Percentage: _	**************************************	
Address	Street	<u>-</u>	City	State	Zip
5. Please read A	A.R.S. § 4-203.02 <u>Special eve</u>	ent license; rules and R1	9-1-205 <u>Requirements fo</u>	or a Special Ever	nt License.
6. What type of (List type and no	security and control measumber of police/security person	STACKED WITH WINE /CF ures will you take to prev nel and type of fencing or co	AFT DISTILLERY FESTIVAL vent violations of liquor l ontrol barriers, if applicable.	LICENSE" aws at this even )	†?
3	Number of Police $2$				✓ Barriers
Explanation:	The venue will be patrolled nightly by r	members of the Gila County Sheriff	s Posse. At least 3 Posse member	ers will provide security	during hours of operation.
Temporary and	existing fencing with three secure	ed, manned entrances will ser	ve as a barrier to prevent una	authorized entrance	into the beer garden.
	tes and Hours of Event. Days A.R.S. § 4-244(15) and (17) for le		ut may not exceed 10 cc	onsecutive days.	
	PLEASE FILL OUT A SE	PARATE APPLICATION FO	OR EACH "NON-CONSE	CUTIVE" DAY	
	Date	Day of Week	Event Start Time AM/PM		se End M/PM
DAY1:	Sept 15, 2017	Friday	5:00 pm	10:00	om
DAY 2:	Sept 16, 2017	Saturday	11:00 pm	10:00	om
DAY 3:					
DAY 4:					
DAY 5:			,		
DAY 6:					
DAY 7:					
DAY8:					
DAY 9:		= *			

DAY 10:

**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



# <u>SECTION 13</u> To be completed only by an Officer, Director or Chairperson of the organization named in Section 1. Janet Brandt (Print Full Name) \_\_\_ declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete. Chairperson Title/ Position Signature The foregoing instrument was acknowledged before me this OFFICIAL SEAL J. COLVIN My Commission Expires on: Notary Public - State of Arizona SECTION 14 This section is to be completed only by the applicant named in Section 9. Janet Brandt declare that I am the APPLICANT filing this application have read the application and the contents and all statements are true, correct and complete. DOM 928 595 0204 Board Member Title/Position Phone Number Signature The foregoing instrument was acknowledged before me this OFFICIAL SEAL J. COLVIN Notary Public - State of Arizona My Commission Expires on: Signature of Notary Public GILA COUNTY My Comm. Expires August 18, 2019 GILA COUNTY Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage\_docs/spec\_event\_links.pdf. SECTION 15 Local Governing Body Approval Section. recommend DAPPROVAL DISAPPROVAL (Government Official) (Title) On behalf of (City, Town, County) Signature SECTION 16 For Department of Liquor Licenses and Control use only. □APPROVAL □DISAPPROVAL BY:

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

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

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

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

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

#### **ARF-4479**

# Consent Agenda Item 5. F.

**Regular BOS Meeting** 

**Meeting Date:** 08/21/2017

**Reporting** Monthly Activity Report for June 2017

Period:

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

#### Information

# **Subject**

Payson Regional Justice of the Peace office monthly activity report for June 2017.

#### **Suggested Motion**

Acknowledgement of the June 2017 monthly activity report submitted by the Payson Regional Justice of the Peace office.

#### **Attachments**

June 2017 reports

UNE, 2017	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
UND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 61.24	\$ 3.06	\$ 58.1
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 23.99	1	\$ 23.9
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ -	s -	\$ -
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		\$	\$	\$ -
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,087.32	Ψ	\$ 1,087.3
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061		\$ 255.50	
Defensive Driving Diversion Fee	ZDDS					\$ 4,854.4
DNA State Surcharge 3% 12-116.01C		1005000-314-000-3400-90	X105-4609	\$ 4,400.00	\$ 220.00	\$ 4,180.00
	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 661.44	\$ 33.07	\$ 628.3
elected Officials Retirement Fund 15,30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 458.04	\$ 22.90	\$ 435.14
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,423.40	\$ 71.17	\$ 1,352.23
ase Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 9,661.18	\$ 483.06	\$ 9,178.13
ill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 760.99	\$ 38.05	\$ 722.94
ailure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ -	\$ -	S -
xtra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 192.06	\$ 9.60	\$ 182.46
udicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 400.31		\$ 400.3
udicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 203.64	\$ 10.18	\$ 193.46
udicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 743.43	Ψ 10.16	
udicial Collection Enhancement %PC	ZJCSF				m no no	\$ 743.43
		0840000-000-000-2061-00	T840-2061	\$ 466.34	\$ 23.32	\$ 443.02
ail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 232.89		\$ 232.89
ocal Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
dministrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 1,305.34		\$ 1,240.07
fedical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,413.43	\$ 70.67	\$ 1,342.76
011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,393.93	\$ 69.70	\$ 1,324.23
011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 174.25	\$ 8.71	\$ 165.54
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 5.59		\$ 5.31
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 106.69		\$ 101.36
officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 580.93		
officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00				\$ 551.88
				\$ -		\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 2.74		\$ 2.60
officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -		\$ -
officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 1.04	\$ 0.05	\$ 0.99
officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
verpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 9.85	\$ 0.49	\$ 9.36
dult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -		\$ -
robation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 33.52		\$ 31.84
robation Surcharge 2009 (\$20 00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 3,557.39		\$ 3,379.52
robation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 3,357.39		\$ 3,379.52 \$ -
ublic Safety Equipment	ZPSEF	0912000-000-000-2061-00			7	
eimbursement to County Attorney 60%			T912-2061	\$ 1,175.25		\$ 1,116.49
	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 488.67		\$ 488.67
elmbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 325.77		\$ 325.77
ecurity Enhancement Fee (Local)	ZSECE			\$ -		\$ -
echnical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ 2.01	\$ 0.10	\$ 1.91
ictim Rights Enforcement Fund	ZVREA	0957000-2061-00		\$ 330.63	\$ 16.53	\$ 314.10
Varrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Z Native Plant Fund	ZANP	Developed from the	STATE	\$ -	\$ -	\$
hild Passenger Restraint	ZCPRF		STATE	\$ 153.02	i i	\$ 145.37
rug and Gang Enforcement Fines	ZDECJ		STATE	\$ 451.11		\$ 428.55
UI Abatement	ZDUIA		STATE	\$		\$
omestic Violence Shelter Fund	ZDVSF		STATE	\$ -	· ·	
ARE Special Collection Fee 19%						\$
	ZFAR1		STATE	\$ 1,272.22		\$ 1,272.22
ARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 871.91		\$ 871.91
ame and Fish - Wildlife	ZGF		STATE	\$ 10.44	\$ 0.52	\$ 9.92
URF 1 28-5438, 2533C	ZHRF1		STATE	\$ 254.37	\$ 12.72	\$ 241.65
URF 3 28-5433C, 4139	ZHRF3		STATE	\$ .	\$ -	\$
URF - to DPS	ZHRFD		STATE	\$	\$ -	\$ -
rison Construction Fund	ZPCOF		STATE	\$ 1,417.46	\$ 70.87	\$ 1,346.59
egistrar of Contractors	ZRCA		STATE	\$		\$ 1,040.00 \$
tate Highway Fund	ZSHWY		STATE	\$	•	
						\$ 100 000
tate Highway Work Zone Fund	ZSHWZ		STATE	\$		\$
isplay Suspended Plates (DPS)	ZSLPD		STATE	\$ 284.84		\$ 270.60
tate Photo Enforcement Base Fine	ZSPBF		STATE	\$		\$ -
tate Photo Enforcement Clean Election Surcharge	ZSPCE	The state of the s	STATE	\$	\$ -	\$
	ZBAD		COUNTY ATTY	\$ 40.00		\$ 40.00
ad Check Program - County Attorney						\$ -
	ZHRFS		SHERIFF	-	Φ -	Φ -
ad Check Program - County Attorney						
ad Check Program - County Attorney URF - to Sheriff's Office 28-5533G isplay Suspended Plates (Sheriff's Office)	ZHRFS ZSLPS		SHERIFF	\$ 49.47		
ad Check Program - County Attorney URF - to Sheriff's Office 28-5533G	ZHRFS				\$ 2.47 \$ -	

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
7/5/17	5930	\$ 36,924.78	GILA COUNTY TREASURER
	5931	\$ 4,586.81	ARIZONA STATE TREASURER
	5932	\$ 40.00	GILA COUNTY BAD CHECK PROGRAM
	5933	\$ 47.00	SHERIFF SUSPENDED PLATES AND HURF
	5934	\$ 9.55	CITY POLICE SUSPENDED PLATES AND HURF (TAR)
		\$ 41.608.14	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gilii County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for JUNE, 2017.

DOROTHY A. LITTLE / PAUL LARKIN, PRO-TEM

Gila County Justice of the Peace

#### Page 1 Processing

Court ID: 404

	County:	PAYSON REGIONAL JUSTICE COURT	Report Month/Year:	June 2017
[		CRIMINAL TRA	AFFIC	
	D.U.I. (a)	Serious* Violations (b)	All Other Violations	TOTAL
		(b)	(c)	(d)
Pending 1st of Month	133	4	129	266
Filed	9	1	20	30
Transferred In	0	0	0	0
SUBTOTAL	142	5	149	296
Transferred Out	2	1	0	3
Other Terminations	6	0	15	21
TOTAL TERMINATIONS	8	1	15	24
Statistical Correction	0	0	0	0
Pending End of Month	134	4	134	272

<sup>\*</sup>A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

	TRAFFIC FAILURE TO APPEAR**									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	· Stat. Corr.	Pending End of Month		
253	4	0	257	0	6	6	0	251		

\*\*READ: These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held:

Civil Traffic Hearings Held:

Cri

Criminal Traffic/FTA Jury Trials Held:

0

	CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month	
352	223	0	575	0	7	231	238	0	337	

	VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)								
Filed	40	Trans In	0	TOTAL	40				

LJ Page 1, Ver. 03.02.00 Printed: 07/24/17 08:55:22AM

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Court ID:

<u>404</u>

Page 2 Processing

Carret		
County	1	

PAYSON REGIONAL JUSTICE COURT

Report Month/Year:

June 2017

			Carro DO I /						
				MISD	EMEANOR				
	Pending 1st of Month	Filed	Trans In	SUB TOTAL	Tran Out	Other Term	TOTAL TERM	Stat. Corr.	Pending End of
	(a)	(a) (b)		(c) (d)		<b>(f)</b>	(f) (g)		Month (j)
Misdemeanor (Non-Traffic)	525	74	0	599	0	76	76	0	523
Failure to Appear (Non-Traffic)	34	0	0	34	0	1	1	0	33
TOTAL	559	74	0	633	0	77	77	0	556

#### TRIALS HELD

Misdemeanor Court/FTA Trials Held:

0

Misdemeanor/FTA Jury Trials Held:

0

FELONY									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j	
21	18	0	39	0	14	14	0	25	

Felony Preliminary Hearings Held:

**0** Felony, Misdemeanor, Criminal Traffic Initial: Appearances:

144

LOCAL NON-CRIMINAL ORDINANCES										
	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month				
Parking	0	0	0	0	0	0				
Non-Parking	0	0	0	0	0	0				
TOTAL	0	0	0	0	0	0				

LJ - Page 2, Rev. 03.02.00

Printed: 07/24/17 08:59:58AM

#### Page 3 Processing

Court ID: 404

	Court ID: <u>404</u>	Court ID: <u>404</u>							
	County: PAYSO	N REGIONAL	JUSTICE CC	URT	Report Month/Year:	June 2017			
			CIVIL C	OMPLAIN	TS				
	Small Claims (a)		cible Detainer/ viction Action (b)	- W	Other Civil	TOTAL			
	()		(0)		(0)	(d)			
Pending 1st of Month	28		1		130	159			
Filed	7		9		39	55			
Transferred In	0		0		0	0			
SUBTOTAL	35		10		169	214			
Transferred Out	0		0		0	0			
Other Terminations	5		8	8 37					
TOTAL TERMINATIO	ons 5		8		37	50			
Statistical Correction	0		0		0	0			
Pending End of Month	30		2		132	164			
	Small Claims Hearings He	ld/Defaults:	2		Civil Court Trials Held:	7			
	Small Claims Hearings He Before Volunteer Hearing	ld/Defaults Officer:	0		Civil Jury Trials Held:	0			
		DOMESTIC	ESTIC VIOLENCE/HARASSMENT PETITIONS						
		Filed	Orde	er Issued	Petition Denied	TOTAL TERM.			
	Domestic Violence	9		7	2	9			
	Harassment	10		9	1	10			
	HEARIN		REVOKE OR CTION AGAI		ORDER OF PROTECTION	ON			
	Order of Protection:	1			Injunction Against:	1			
		SPEC	IAL PROCEE	DINGS/AC	<b>TIVITIES</b>				
	Peace Bond Complaints Fi		0		gitive Complaints Filed:	1			
	Juvenile Hearings Held:	0	)	Sea	rch Warrants Issued:	3			

LJ Page 3, Ver. 02.15.06 Printed: 07/24/17 09:03:24AM

#### Page 4 Processing

	Court ID:	<u>404</u>		Report Month/Year:	
	County:	PAYSON REGIONAL JU	ISTICE COURT		June 2017
			WARRANTS OUTSTANI	DING	
	TRAFFIC V	VARRANTS OUTSTANDING			
D.U.I.	<del></del>	101			
Serious Violations		3			
All Other Violations		393			
TRAFFIC TOTAL		497			
		N 20 1			
	CRIMINAL	WARRANTS OUTSTANDING			
Felony		30			
Misdemeanor		415			
CRIMINAL TOTAL		445			

#### MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court

Administrative Office of the Courts 1501 W. Washington St., Suite 410 Phoenix, AZ 85007-3327

**ATTN: Research/Statistics Unit** 

(602) 542-9376

Signature of the Judge Magistrate (or designee)

Name of Preparer

Date of Preparation

#### **ARF-4497**

# Consent Agenda Item 5. G.

**Regular BOS Meeting** 

**Meeting Date:** 08/21/2017

**Reporting** Monthly Activity Report for July 2017

Period:

Submitted For: Jesse Bolinger, Justice of the Peace-Globe Region

Submitted By: Mary Navarro, Justice Court Operations Mgr.

#### Information

# **Subject**

Globe Regional Justice of the Peace office monthly activity report for July 2017.

#### **Suggested Motion**

Acknowledgment of the July 2017 monthly activity report submitted by the Globe Regional Justice of the Peace office.

#### **Attachments**

Monthly report for July 2017

# GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: July, 2017

# **BONDS**

BALANCE AT THE BEGINNING OF THE MONTH	\$ 438.00
RECEIVED DURING THE MONTH	\$ 3,733.00
DISBURSED DURING THE MONTH	\$ 1,840.00
BALANCE AT THE END OF THE MONTH	\$ 2,331.00

Financial Clerk/Court Manager

Justice of the Peace

<sup>\*</sup>Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

July, 2017 FUND NAME	CODE		ACCOUN' CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
But Mindignoise Chiri Pensity Chird Pensenger Rostram	ZBILH 2099F		STATE		\$ - 5	
Chry and Gung Enforcement Fines	ZDEC	1000	STATE	\$ 373.26	\$ 18.67	
Domestic Victorios Shader Fund	ZDV8F	40 3 1 1 1	STATE	5 97.50	\$ 5.95	
FARE Special Collection Feet (CT)	ZFART		STATE	5 87.50 8 3.797.91	\$ 3.38	
FARE Deliverery Fee \$35.00	ZEARD		STATE	\$ 2,199.60	\$ -	
Game und Fab - Worlfe	ZGF		SYATE	5 54.58	\$ 2.73	2
Extra DUIt Assessment \$505	ZGFRU		STATE	5 590.41	\$ 29.83	TIME TO THE
MURF 1 28-5438, 25330 MURF 3 28-54330, 4139			STATE	3	\$ 29.03	
MART IS DRS			STATE	1 2 1 1 1 1	\$	
Register of Contractors	ZHRFD		STATE	3 2	\$	
Display Suspended Flates (DPS)	ZRCA	Hill Street Co. Co.	STATE	3 1 1 1 1 1 1	S	
State Photo Enforcement Base Fine	ZSLPD		STATE	\$ 8630	\$ 3.35	
State Photo Enforcement Clean Election Succharge	ZSPBF	The second second	STATE	5. 10.00	\$ -	
Public Safety Equations Fund		100000000000000000000000000000000000000	STATE	5 229	\$ 0.12	
State Treasurer General Fund	APSE F		STATE	5 890.00	\$ 44.50	1 1 1 1 1 2 3
Alternative Dispute Resolution	ZADR	040 0004	STATE		\$ 1.15	
Arson Detection Reward Fund 41-2167D	ZADRF	848-2061	T848-2061		\$ 2.18 \$	
Confidential Address Assessment - State Treasurer		901-2061	T901-2061		\$ 0.76 \$	
Confidential Address Assessment - Local	ZCAA1 ZCAA2	884-2061	1 - F		\$ 3.21 \$	
itizens Clean Elections		1005-311-3800-30		\$ 3.37	\$ 0.17 \$	A. L
riminal Justice Enhancement 67%	ZCEF	888-2061	T888-2061	\$ 1,291.66	\$ - \$	1,2
efensive Driving Diversion Fee	ZCJEF	812-2061	T812-2061	\$ 6,367.75	\$ 318.39 \$	6,04
INA State Surcharge 3% 12-116.01C	ZDDS	1005.311-3510.10	X105-4831	\$ 2,700.00	\$ 135.00 \$	2,50
UI Abatement	ZDNAS	872-2061	T872-2061		\$ 37.85 \$	7
ected Officials Retirement Fund 15.30%	ZDUIA	889-2061	T889-2061		\$ 6.28 \$	1
ktra Adult Probation Assessment	ZEORF	801-2061	T801-2061		\$ 16.26 \$	3(
ase Fees (General Fund)	ZEXAP	4042.335-3405.30	X25001335-48		\$ - \$	34
prensic Investigation Fund	ZFEE	1005.311-3400.15	X105-4615		\$ 45.44 \$	86
	ZFIF		NOT THE REAL PROPERTY.		\$ - \$	öt
ase Fines (General Fund) If the Gap Surcharge 7%	ZFINE	1005.311-3510.10	X105-4831		\$ 644.38 \$	10.04
riture To Pay Warrant Susabana 1001	ZFTGS	896-2061	T870-2061		\$ 45.21 \$	12,24
illure To Pay Warrant Surcharge 10% JRF - to Sheriff's Office 28-5533G	ZFTPS	1005.311.3400.17	X10501311-48		94.08 \$	85 1,78
disial Collection Fabrus 28-5533G	ZHRFS	1005.300-3400.15	X1050234-461		\$ - \$	1,78
dicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 514.95		54
dicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 179.65		51
dicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 959.77		17
dicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 331.12 \$		95
il (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-465			31
cal Costs	ZLCL1-5	1005.311-3400.10	X105-4450			86
est of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620			20
ost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-486			27
ounty Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	1		18:
w Enforcement Boating Safety Fund	ZLEAB	00.0001.0400.11	A 103-402U			
scellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ - \$		
dical Services Enhancement 13%	ZMSEF	813-2061		\$ 371.90 \$		353
11 Additional Assessment - State Treasurer	ZOS1	930-2061	T813-2061	\$ 1,761.38 \$		1,673
11 Additional Assessment - County Treasurer	ZOS2	931-2061	T930-2061	\$ 1,166.58 \$		1,108
icer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T931-2061	\$ 145.74 \$	7.29 \$	138
icer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T932-2061	\$ 39.66 \$	1.99 \$	37
icer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T933-2061	\$ 34.59 \$	1.73 \$	33
icer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T934-2061	\$ 492.15 \$	24.61 \$	467
icer Safety Equipment - Game and Fish (GF)	2057	936-2061	T935-2061	\$ - \$	- \$	
cer Safety - Registrar of Contractors (ROFC)	ZOS8		T936-2061	\$ 4.54 \$	0.23 \$	
cer Safety Equipment-Animal Control	ZOS10	937-2061	T937-2061	\$ - \$	- \$	
cer Safety Equipment - Globe Fire (FD)	ZOS13	937-2061	T942-2061	\$ - \$	- \$	
cer Safety Equipment - County Attorney		938-2061	T938-2061	\$ - \$	-   \$	
ona Department of Insurance (ADOI)	ZOS14	953-2061	0953-2061	\$ 0.53 \$	0.03 \$	
cer Safety Equipment - Miami Police Dept. (MPD)	ZOS15	939-2061		\$ - \$	- \$	
ith and Human Services (HHS)	ZOS16	940-2061		\$ 10.56 \$	0.53 \$	10
County Animal Control (R)	ZOS17	941-2061		\$ - \$	- \$	-10
er Safety - San Carlos Tribal Police (SCPD)	ZOS18	942-2061		\$ - \$	- \$	
ity Fire Department (TRIFI)	ZOS19	943-2061		\$ 1.17 \$	0.06 \$	1
Carlos Game and Fish (SCGF)	ZOS20	944-2061		\$ - \$	- \$	
per Safety Equip Hayden Police Dept. (HPD)	ZOS23	945-2061		\$ - \$	-  \$	
ona Department of Liquor (ADL)	ZOS24	946-2061		\$ - \$	- \$	
er Safety Equipment - Attorney General Office	ZOS25	947-2061		\$ - \$	-   \$	
payment Forfeited	ZOS26	953-2061		\$ - \$	2	
Payment Poneited Payment Refund	ZOVF	1005.311.3510.10		\$ 31.47 \$	1.58 \$	00
t Probation Fee	ZOVR			\$ - \$	- 2	29.
	ZPBA	4042.335-3405.30	X25001335-483	52.16 \$	2.61 \$	
on Construction Fund		908-2061		2,040.52 \$	102.03 \$	49.
ation Surcharge 2006 (\$10.00)		871-2061		217.07 \$	10.85 \$	1,938.
ation Surcharge 2009 (\$20.00)		871-2061		3,107.94 \$	155.40 \$	206.
ation Surcharge \$5.00		871-2061	T871-2061			2,952.
ic Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	400.0	2.76 \$	52.
bursement to County Attorney 60%		3544.301.3400.11	X182-4620		- 3	158.
bursement to County Attorney 40%		4574.333.3400.16	X22601333-486	.,555.22	-   \$	1,053.
rity Enhancement Fee	ZSECE	1 199	400 1000 400 3		- \$	702.
Highway Fund	ZSHWY		1 3	- \$	- \$	
Highway Work Zone Fund	ZSHWZ		T855-2061 \$		- \$	
ay Suspended Plates (Sheriff's Office)		1005.300-3510.10		T T	-   \$	
nical Registration Fund (\$15 Drug offenses)		0883-2061			- \$	
ns Assistance Fund	ZVAF	0000-2001	T044 0004	-	- \$	
Rights Enforcement Fund	The second of	257-2061	T814-2061 \$		- \$	
Warrant Fee	ZWAR	957-2061	T957-2061 \$	271.66 \$	13.59 \$	258.0
- Sheriff's Office			\$	- \$	- \$	
- to City Police	ZDASO		SHERIFF D.A.R \$		- \$	
ay Suspended Plates (Miami Police Dept.)	ZHRFC		CITY POLICE \$	- \$	-  \$	
	ZSLMP		CITY POLICE \$		0.51 \$	9.5
V Suspended Plates (Clabs City Ballian						
y Suspended Plates (Globe City Police)  TOTAL:	ZSLPC		CITY POLICE \$	13.16 \$	0.66 \$	12.5

DATE	CHECK NO.		AMOUNT	MONTHLY REMITTANCE TO:
8/1/2017	9596	\$	8.080.65	ARIZONA STATE TREASURER
8/2/2017	9597	\$		GILA COUNTY TREASURER
8/3/2017		\$	-	GILA COUNTY SHERIFF D.A.R.E.
8/4/2017	9598	\$	12.50	GPD SUSPENDED PLATES
8/5/2017	9599	. \$		MPD SUSPENDED PLATES
		\$	51,726.30	TOTAL DISTRIBUTIONS THIS MONTH

\$ - Over Payment Refunded

I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of July, 2017.

Justice of the Peace

#### **ARF-4508**

# Consent Agenda Item 5. H.

**Regular BOS Meeting** 

Meeting Date: 08/21/2017
Reporting August 8, 2017

Period:

**Submitted For:** Marian Sheppard, Clerk of the Board **Submitted By:** Melissa Henderson, Deputy Clerk

#### Information

# **Subject**

August 8, 2017, Board of Supervisors' Meeting Minutes.

#### **Suggested Motion**

Approval of the August 8, 2017, Board of Supervisors' meeting minutes.

#### **Attachments**

08-08-17 Meeting Minutes

# BOARD OF SUPERVISORS MEETING MINUTES GILA COUNTY, ARIZONA

Date: August 8, 2017

TOMMIE C. MARTIN MARIAN E. SHEPPARD

Chairman Clerk of the Board

TIM R. HUMPHREY

By: Marian Sheppard

Vice-Chairman Clerk of the Board

**WOODY CLINE** Gila County Courthouse

Member Globe, Arizona

PRESENT: Tommie C. Martin; Chairman (via phone); Tim R. Humphrey, Vice-Chairman; Woody Cline, Member; W. James Menlove, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

#### Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

For the record: Chairman Martin had previously asked Vice-Chairman Humphrey to chair today's meeting. Chairman Humphrey called the regular session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Steve Sanders led the Pledge of Allegiance and Jeff Dalton delivered the invocation.

#### Item 2 - PRESENTATIONS

# A. Update on the activities of the County Supervisors Association (CSA) by Craig Sullivan, CSA Executive Director, including a discussion of recent legislative activities.

Craig Sullivan introduced Kristin Cipolla, CSA Senior Legislative Liaison, and congratulated James Menlove on being appointed as Gila County Manager. Mr. Sullivan provided a PowerPoint presentation by first reviewing CSA's purpose and goals and acknowledging Supervisor Martin as this year's president of the CSA Executive Committee. He proceeded to review the results of the most recent legislative session. The adoption of the State's FY2018 Budget impacted the counties, as follows: 1) Arizona Department of Juvenile Corrections (ADJC): Maintains county payment of \$11.26M for the cost of ADJC; however, the budget includes a one-time appropriation of \$8M to the Arizona Department of Administration (ADOA) to partially reimburse counties for ADJC in FY2018. County impact is \$3.26M. 2) Lottery: Appropriates

\$7.2M to ADOA to distribute to 13 counties under 900K persons in lieu of county lottery revenue. 3) Highway User Revenue Fund (HURF): Provides an ongoing appropriation of \$30M for the HURF, of which \$10M will be allocated to counties. 4) Flexibility Language: Allows counties under 250K persons to use any source of county revenue to meet any county fiscal obligation up to \$1.25M. 5) University Bonding: No county impact. One-thousand seventynine bills were introduced in the most recent legislative session of which 423 bills were county relevant. Three hundred fifty-three bills were passed and 342 bills were signed. There was only 1 ballot proposition. Eleven bills were vetoed resulting in a signed rate of 31.69%. The 53<sup>rd</sup> legislative session lasted 122 days, which was 5 days longer than last year. Of CSA's legislative priorities -HB (House Bill) 2065 waste tire disposal; continuation (Coleman) Ch. 192; and HB2407 appropriation; counties; essential services (Stringer) In Budget were enacted into law. HB2230, HB2258, HB2332, HCR2011 and SB (Senate Bill) 1406 did not advance through the process. Mr. Sullivan reviewed those bills that will most likely be reintroduced by CSA in the next legislative session and he also reviewed CSA's post session work plan. Each Board member thanked Mr. Sullivan, Ms. Cipolla and all other CSA staff for their diligent efforts to protect Arizona counties.

# B. Public recognition of four employees for August's "Spotlight on Employees" Program, as follows: Rachel Cliburn, Mary Leon, Laura Bryant and Melissa Henderson.

Erica Raymond, Human Resources Assistant Senior, read aloud the nomination letters for the employees listed above. Rachel Cliburn has been employed with the County for 8 months and she is a Public Health Nurse with the Health Department. Mary Leon has been employed with the County for 17 years and she is a Detention Officer with the Sheriff's Office. Laura Bryant has been employed with the County for 7 years and she works as a Property Appraiser II in the Assessor's Office. Melissa (Missy) Henderson has been employed with the County for 1 year and she is the Deputy Clerk for the Board of Supervisors. Each Board member congratulated the Spotlight recipients.

#### Item 3 - PUBLIC HEARINGS:

# A. Information/Discussion/Action to adopt Order No. LL-17-03, a liquor license application submitted by Jason Conan Harris for a new Series 12 Restaurant License at the Creekside Steakhouse & Tavern located in Payson.

Marian Sheppard, Clerk of the Board, presented this item and she advised that there is an internal review process whereby the Health Department and the Planning and Zoning Department advise if there are any outstanding issues with the applicant relevant to permits issued by their department. The Treasurer also verifies whether the applicant is current on paying property

taxes. Ms. Sheppard informed the Board that there are no outstanding issues with other County departments or with the Treasurer. She also stated that she has not received any objections to this application; therefore, she recommended that the Chairman proceed with the public hearing. Chairman Humphrey opened the public hearing. There were no comments, so he closed the public hearing and asked for a motion on this item. Upon motion by Supervisor Martin, seconded by Supervisor Cline, the Board unanimously adopted Order LL-17-03. A final decision for approval will be made by the State Department of Liquor Licenses and Control

# B. Information/Discussion/Action to adopt Order No. LL-17-04, a liquor license application submitted by Kathryn Ann Kelliher for DG Retail, LLC. for a new Series 10 Beer & Wine Store License at the Dollar General Store #16995 in Tonto Basin.

Ms. Sheppard advised that this application was reviewed internally and there are no pending issues. She also advised that she has not received any objections to this application; therefore, she recommended that the Chairman proceed with the public hearing. Chairman Humphrey opened the public hearing. There were no comments, so he closed the public hearing and asked for a motion on this item. Upon motion by Supervisor Cline, seconded by Supervisor Martin, the Board unanimously adopted Order LL-17-04. A final decision for approval will be made by the State Department of Liquor Licenses and Control

#### Item 4 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve the use of the S.A.V.E. Cooperative in accordance with the Alhambra ESD #68 Contract IFB #M16-13-21 with Sunland Asphalt for paving the parking lots at the Gila County Fairgrounds and the Gila County Jail in Globe as shown on Exhibit "A" of this agenda item in the amount of \$85,202.41 for the Fairgrounds and \$62,727.33 for the Jail.

Steve Sanders, Public Works Division Director, advised that last year the County conducted a study of County parking lots to determine those that need to be paved or re-paved. Approved contractors were then asked to provide a cost estimate. The cost was too high to address all of the paving needs; therefore, those parking lots with the highest needs were identified for future work, which were the County Fairgrounds and the County Jail in Globe. Chairman Humphrey inquired about the funding to do this project. Mr. Sanders replied that the expenditure has been budgeted under the Facilities Master Improvement Plan. Upon motion by Supervisor Martin, seconded by Supervisor Cline, the Board unanimously approved the use of the S.A.V.E. Cooperative in accordance with the Alhambra ESD #68 Contract IFB #M16-13-21 with Sunland Asphalt for paving the parking lots at the Gila County

Fairgrounds and the Gila County Jail in Globe in the amounts as specified in this agenda item.

B. Information/Discussion/Action to approve Service Agreement No. 071317 between the Gila County Community Services Division, Housing Services, and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH#10752, whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Winkelman, Arizona, for a fee of \$68,630 with all work to be completed by October 31, 2017.

Malissa Buzan, Community Services Division Director, advised that the Town of Winkelman will receive and disburse Community Development Block Grant funds from a grant pursuant to a contract with the Arizona Department of Housing. Gila County Housing Services is providing technical and administrative services to the Town of Winkelman through an Intergovernmental Agreement, which was approved by the Board of Supervisors on June 20, 2017. She stated that the cost of this housing project is higher than the amount typically spent because lead needs to be removed from the home. Upon motion by Supervisor Cline, seconded by Supervisor Martin, the Board unanimously approved Service Agreement No. 071317.

C. Information/Discussion/Action to approve Service Agreement No. 071317-1 between the Gila County Community Services Division, Housing Services, and Rodriguez Constructions, Inc. for Major Rehabilitation Project HH#9956, whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Winkelman, Arizona, for a fee of \$71,250 with all work to be completed by October 31, 2017.

Ms. Buzan advised that the work to be done on this housing rehabilitation project is essentially the same as the previous agenda item, so the cost is higher because lead needs to be removed from the home. Upon motion by Supervisor Martin, seconded by Supervisor Cline, the Board unanimously approved Service Agreement No. 071317-1.

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.)

Chairman Humphrey asked the Board members if there were any items that need to be removed from the Consent Agenda for discussion. Supervisor Cline requested that the Board take a motion to move item 5B to the regular agenda for discussion and a separate Board action. Upon motion by Supervisor Cline,

seconded by Supervisor Martin, the Board unanimously voted in favor of moving item 5B to the regular agenda.

B. Approval to accept Victim Compensation Grant Agreement No. VC-18-052 between Gila County and the Arizona Criminal Justice Commission in the amount of \$66,470 for the period of July 1, 2017, to June 30, 2018.

Chairman Humphrey read aloud this agenda item and called on Jefferson Dalton, Deputy County Attorney and Civil Bureau Chief, to address the Board. Mr. Dalton advised that when he initially reviewed the agreement document, it was missing some statutorily required language with regard to immigration law. This morning, a revised Grant Agreement was presented to the Clerk of the Board with the immigration language added to the agreement. He stated that he would approve the agreement as to form. Upon motion by Supervisor Martin, seconded by Supervisor Cline, the Board unanimously accepted Victim Compensation Grant Agreement No. VC-18-052.

Chairman Humphrey asked for a motion to approve the remaining Consent Agenda items. Upon motion by Supervisor Cline, seconded by Supervisor Martin, the Board unanimously approved Consent Agenda action items 5A, 5C-5Z and 5AA-5II.

- A. Approval of Funding Agreement No. 1804S001 between the Arizona Superior Court, Administrative Office of the Courts, and the Gila County Superior Court to accept grant funds in the amount of \$59,082 that will be used to fund a Field Trainer position for the period July 1, 2017, through June 30, 2018, and of which \$34,082 of the total will come from the County's General Fund.
- B. Approval to accept Victim Compensation Grant Agreement No. VC-18-052 between Gila County and the Arizona Criminal Justice Commission in the amount of \$66,470 for the period of July 1, 2017, to June 30, 2018.
- C. Approval of fiscal year 2018 Drug, Gang and Crime Control Grant Agreement No. DC-18-023 between Gila County and the Arizona Criminal Justice Commission in the amount of \$59,495 for the period of July 1, 2017, to June 30, 2018.
- D. Authorization of the Chairman's signature on Amendment No. One to the CenturyLink® 9-1-1 Agreement for Next Generation Management Services for the purpose of possible rate adjustments, update address for legal notices, and defining the effective date of this document.
- E. Approval of Amendment No. 1 to an Independent Contractor Agreement (Contract No. 07012017-18) between the Arizona Community Action Association (ACAA) and the Gila County Community Services

Division, Community Action Program whereby ACAA will administer funding in the amount of \$40,000, which will be used to provide bill assistance to eligible citizens residing in Gila County for the period of July 1, 2017, through June 30, 2018.

- F. Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS14-053062) between the Gila County Health and Emergency Management Division and the Arizona Department of Health Services to extend the term of the agreement for the period of October 1, 2017, through September 30, 2018, for the continued provision of various nutritional services programs provided by Gila County.
- G. Approval of Amendment No. 3 to Professional Services Contract No. 041515-7 with Steven Burk to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract amount by \$20,000 to \$73,988; and add some additional language to the contract.
- H. Approval of Amendment No. 2 to Professional Services Contract 041015 with Anna Ortiz to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018, with a contract amount not to exceed \$103,500 without prior written authorization from the County, and add some additional language to the contract.
- I. Approval of Amendment No. 2 to Professional Services Contract No. 041415 with Ronald DeBrigida to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed \$82,560 without prior written authorization from the County, and add some additional language to the contract.
- J. Approval of Amendment No. 2 to Professional Services Contract No. 041515-6 with the Law Office of Jonathan Warshaw to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed \$83,757 without prior authorization of the of the County, and add some additional language to the contract.
- K. Approval of Amendment No. 2 to Professional Services Contract 041515-8 with Emily Danies, Attorney at Law, to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed \$78,916.92 without prior written authorization of the County, and add some additional language to the contract.
- L. Approval of Amendment No. 2 to Professional Services Contract 050615 with David Bell to extend the term of the contract for one

- additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed \$37,464 without prior written authorization from the County, and add some additional language to the contract.
- M. Approval of Amendment No. 2 to Professional Services Contract No. 050715 with Carolyn Clark of Flores & Clark, LLC to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed \$89,100 without prior written authorization from the County, and add some additional language to the contract.
- N. Approval of Amendment No. 1 to Professional Services Contract No. 101116 with Diana G. Montgomery, PLLC to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018; decrease the contract amount by \$10,000 to \$7,000; and add some additional language to the contract.
- O. Approval of Amendment No. 1 to Professional Services Contract No. 101116-1 with Collins & Collins, Attorneys at Law, to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; decrease the contract amount by \$3,000 to \$7,000; and add some additional language to the contract.
- P. Approval of Amendment No. 2 to Professional Services Contract No. 041515 with Michael B. Bernays to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; increase the contract by \$250 for a new contract total of \$92,076; and add some additional language to the contract.
- Q. Approval of Amendment No. 2 to Professional Services Contract No. 041415-2 with the Law Offices of John Perlman to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; decrease the contract by \$4,000 for a new contract total of \$4,000; and add some additional language to the contract.
- R. Approval of Amendment No. 2 to Professional Services Contract No. 041415-1 with Michael L. Freeman to extend the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, with a contract amount not to exceed \$77,448, and add some language to the contract.
- S. Approval of Amendment No. 4 to Professional Services Contract No. 040815 with Raymond Geiser to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; increase the contract amount by \$7,000 to \$142,643; and add some additional language to the contract.

- T. Approval of Amendment No. 2 to Professional Services Contract No. 041515-4 with the Law Offices of Barry Standifird to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018, with a contract amount not to exceed \$114,981 without prior written authorization of the County, and add some additional language to the contract.
- U. Approval of Amendment No. 2 to Professional Services Contract 041415-3 with Timothy V. Nelson to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018, with a contract amount not to exceed \$83,748 without prior written authorization of the County, and add some additional language to the contract.
- V. Approval of Amendment No. 3 to Professional Services Contract 041515-3 with Myers and Associates, PLLC to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018, with a contract amount not to exceed \$51,000, and add some additional language to the contract.
- W. Approval of Amendment No. 6 to Professional Services Contract No. 071415 with Samantha Elledge to extend the term of the contract for one additional year, from July 1, 2017, to June 30, 2018; and increase the contract amount by \$6,200 to \$52,400 with a contract amount not to exceed \$52,400 without prior written authorization from the County.
- X. Approval of Professional Services Contract No. 051117 with the Law Office of Daniel Thulin, LLC in the amount of \$30,000 to provide professional legal defense services for the Superior Court in Gila County for the period July 1, 2017, to June 30, 2018.
- Y. Approval of Professional Services Contract No. 051017 with the Law Office of Harriette P. Levitt in the amount of \$10,500 to provide professional legal defense services for the Superior Court in Gila County for the period July 1, 2017, to June 30, 2018.
- Z. Approval to appoint Greg Freistad to the Correctional Officers Retirement Plan (CORP) Local Board of Directors for Gila County Sheriff's Office Detention Officers and Non-Uniformed Officers for the term beginning on August 8, 2017, through December 31, 2019; and to appoint Darlene Younker to the CORP Local Board of Directors for Gila County Sheriff's Office Dispatchers for the term beginning on August 8, 2017, through December 31, 2019.
- AA. Acknowledgement of the May and June 2017 monthly activity reports submitted by the Recorder's Office.

- BB. Acknowledgment of the June 2017 monthly activity report submitted by the Clerk of the Superior Court's Office.
- CC. Acknowledgment of the June 2017 monthly activity report submitted by the Globe Regional Constable's Office.
- DD. Acknowledgment of the June 2017 monthly activity report and the Fiscal Year 2016-2017 Annual Report submitted by the Payson Regional Constables's Office.
- EE. Acknowledgement of the March, April and May 2017 monthly activity reports submitted by the Payson Regional Justice of the Peace's Office.
- FF. Acknowledgment of the May and June 2017 monthly activity reports submitted by the Globe Regional Justice of the Peace's Office.
- GG. Approval of the July 18, 2017, and July 25, 2017, Board of Supervisors' meeting minutes.
- HH. Acknowledgment of the Human Resources reports for the weeks of July 4, 2017, July 11, 2017, July 18, 2017, and July 25, 2017.

#### **JULY 4, 2017**

#### DEPARTURES:

1. Rachel Cliburn – Health and Emergency Services – Public Health Nurse – 08/11/17 – Immunization(.95)/Family Planning(.05) Funds – DOH 12/19/16 2. Calley Anderson – County Attorney's Office – Deputy County Attorney Senior – 07/14/17 – General Fund – DOH 03/02/15

#### **NEW HIRES**

3. Janice Cook – Board of Supervisors – Executive Administrative Assistant – 07/03/17 – General Fund – FY18 position

#### END PROBATIONARY PERIOD:

4. Melissa Henderson – Board of Supervisors – Deputy Clerk of Board – 07/17/17 – General Fund

#### **DEPARTMENTAL TRANSFERS:**

5. Christina Lopez – Sheriff's Office – From Detention Officer – To Detention Officer Sgt. – 06/26/17 – General Fund – Replacing Michelle Yerkovich 6. Christine M. Lopez – From School Superintendent's Office – To Board of Supervisors – From Administrative Assistant – To Executive Administrative Assistant District 2 – 07/10/17 – General Fund – Replacing Sherry Grice

#### OTHER ACTIONS:

- 7. Michael Lemon Health and Emergency Services Environmental Health Specialist 06/26/17 From Health Service Fund(.10)/Prop 201 Smoke Free AZ Act(.90) Funds To Health Service Fund(.25)/Prop 201 Smoke Free AZ Act(.75) Change in fund code
- 8. Vicky Cruz County Attorney's Office Child Support Case Manager 07/01/17 From General Fund To IV-D Child Support Fund Change in fund code
- 9. Victoria Wampole County Attorney's Office Child Support Case Manager 07/01/17 From General Fund To IV-D Child Support Fund Change in fund code
- 10. Michele Salas County Attorney's Office Child Support Case Manager 07/01/17 From General Fund To IV-D Child Support Fund Change in fund code
- 11. Regina Miranda County Attorney's Office Child Support Case Manager 07/01/17 From General Fund To IV-D Child Support Fund Change in fund code
- 12. Maria Rasmussen County Attorney's Office Child Support Case Manager 07/01/17 From General Fund To IV-D Child Support Fund Change in fund code
- 13. Kari Pratt County Attorney's Office Child Support Case Manager 07/01/17 From General Fund To IV-D Child Support Fund Change in fund code
- 14. Travis Shields County Attorney's Office Deputy County Attorney 07/01/17 From General Fund To IV-D Child Support Fund Change in fund code
- 15. Stephanie Gillum County Attorney's Office Child Support Services Supervisor - 07/01/17 – From General Fund – To IV-D Child Support Fund – Change in fund code
- 16. Rebecca Barajas County Attorney's Office Child Support Services Lead 07/01/17 From General Fund To IV-D Child Support Fund Change in fund code
- 17. Cynthia Castaneda County Attorney's Office Child Support Services Lead - 07/01/17 – From General Fund – To IV-D Child Support Fund – Change in fund code
- 18. Tammy Guevara County Attorney's Office Child Support Case Manager 07/01/17 From IV-D Incentive/SSRE Fund To IV-D Child Support Fund Change in fund code

- 19. Danielle Toumberlin County Attorney's Office Child Support Case Manager 07/01/17 From IV-D Incentive/SSRE Fund To IV-D Child Support Fund Change in fund code
- 20. Susan Williams Globe Justice Court Temporary Justice Court Clerk 06/30/17 General Fund Extending temporary employment an additional six months
- 21. Terri Powell Treasurer's Office Treasurer Services Supervisor 08/01/17 General Fund Changing resignation from 08/02/17 to 08/01/17 22. Michael Scannell Board of Supervisors From Deputy County Manager To Part-Time Deputy County Manager 07/31/17 General Fund Reduction in hours

#### **REQUEST TO POST:**

- 23. Treasurer's Office Treasurer Services Specialist Vacated by P. Denise Cox
- 24. Community Development Chief Building Official Vacated by Scott Buzan
- 25. Health and Emergency Services Public Health Nurse Vacated by Rachel Cliburn
- 26. Computer Services IT Systems Administrator Vacated by Sarah Bennett
- 27. County Attorney's Office Legal Secretary Senior Vacated by Karla Sipes

#### JULY 11, 2017

#### **DEPARTURES:**

1. Morgan Epperson – Community Development – Permit Technician – 07/12/17 – General Fund – DOH 08/04/14

#### OTHER ACTIONS:

- 2. Candy Bell Human Resources From Human Resources Assistant To Human Resources Administrative Assistant 07/01/17 General Fund Reclassification
- 3. Michael Johnson Sheriff's Office Undersheriff 07/01/17 General Fund Change in fund code
- 4. Christopher McGroarty Sheriff's Office Professional Standards
  Investigator 07/01/17 General Fund Change in fund code
  5. Raymond Fulton Sheriff's Office Special Investigator(.48) 07/01/17 –
- General Fund Change in fund code

#### REQUEST TO POST:

6. Health and Emergency Services – EM/PHEP Manager – Vacated by Joshua Beck

- 7. Health and Emergency Services Administrative Clerk Senior Vacated by Bianca Melford
- 8. Community Development Permit Technician Vacated by Morgan Epperson
- 9. Payson Justice Court Part-Time Bailiff Vacated by Arthur Decker 10. School Superintendent's Office – Administrative Assistant – Vacated by Christine Lopez

#### **JULY 18, 2017**

#### DEPARTURES:

- 1. M. Sonny Orcasitas Community Services Housing Project Administrator 07/07/17 Housing Fund DOH 03/14/16
- 2. Vanessa Barajas Probation Juvenile Detention Officer 07/07/17 General Fund DOH 07/26/04
- 3. Barbra White Health and Emergency Services Community Health Specialist 08/04/17 Various Funds DOH 03/29/12

#### NEW HIRES:

- 4. Charles Leftwich Jr County Attorney's Office Deputy County Attorney 07/24/17 General Fund Replacing Seymour Gruber
- 5. Troy Davenport Public Works Recycling and Landfill Operations Worker Senior 07/25/17 Recycling and Landfill Management Fund Replacing Thomas Dando

#### END PROBATIONARY PERIOD:

- 6. Cathy Melvin Board of Supervisors Executive Administrative Assistant 07/01/17 General Fund
- 7. Mark Brooks Public Works Vehicle and Equipment Mechanic 08/01/17 Public Works Fund
- 8. Amy O'Connor Recorder's Office Voter Registration Coordinator 08/22/17 General Fund
- 9. Scott Warren Public Works Survey Supervisor 07/24/17 Public Works Fund

#### DEPARTMENTAL TRANSFERS:

- 10. Seymour Gruber County Attorney's Office From Deputy County Attorney To Deputy County Attorney Senior 07/24/17 General Fund Replacing Calley Anderson
- 11. Amber Warden Finance From Accountant Senior To Accounting Manager 07/10/17 General Fund Replacing Robert Mawson
- 12. Lisa Wilckens Finance From Accountant To Accountant Senior 07/10/17 General Fund Replacing Amber Warden

13. Olivia Todd – Finance – From Accountant – To Accountant Senior – 07/10/17 – General Fund – Replacing Robert Mawson

#### OTHER ACTIONS:

- 14. Bree'na York Community Services Fiscal Services Manager 07/01/17 Various Funds Change in fund codes
- 15. Lillie Vega Community Services Administrative Clerk Senior 07/01/17
   Various Funds Change in fund codes
- 16. Phillis Weaver Community Services Community Services Worker 07/01/17 GEST Fund Change in fund codes
- 17. Allison Torres Community Services Social Services Case Manager 07/01/17 Various Funds Change in fund codes
- 18. Amanda Robles Community Services Community Services Worker 07/01/17 GEST Fund Change in fund codes
- 19. Dorine Prine Community Services Community Action Program Administrator 07/01/17 From CAP Fund To Various Funds Change in fund codes
- 20. Janet Ostrom Community Services Community Services Worker 07/01/17 GEST Fund Change in fund codes
- 21. Helene Lopez Community Services GEST Program Manager 07/01/17 GEST Fund Change in fund codes
- 22. Shirley Jack Community Services Temporary Mobile Crew 07/01/17 GEST Fund Change in fund codes
- 23. Matthew Garcia Community Services Community Services Worker 07/01/17 GEST Fund Change in fund codes
- 24. David Falquez Community Services Temporary Mobile Crew 07/01/17 GEST Fund Change in fund codes
- 25. Teresa Chernov Community Services Community Services Worker 07/01/17 GEST Fund Change in fund codes
- 26. Ricky Cayouette Jr Community Services Temporary Mobile Crew 07/01/17 GEST Fund Change in fund codes
- 27. Patricia Campos Community Services Section 8 Program Administrator 07/01/17 From Housing Fund To Various Funds Change in fund codes
- 28. Malissa Buzan Community Services Director of Community Services 07/01/17 Various Funds Change in fund codes
- 29. Eric Butler Community Services Temporary Mobile Crew 07/01/17 GEST Fund Change in fund codes
- 30. Leona Bowman Community Services Community Services Worker 07/01/17 GEST Fund Change in fund codes
- 31. Elsa Bobier Community Services Administrative Clerk Senior -
- 07/01/17 From CAP Fund To Various Funds Change in fund codes
- 32. Estelle Belarde Community Services Deputy Director of Community Services 07/01/17 Various Funds Change in fund codes
- 33. Angela Anthony Community Services Community Services Worker 07/01/17 GEST Fund Change in fund codes

34. Dana True – Community Services – Accounting Clerk Senior – 07/01/17 – Various Fund Codes – Change in fund codes

#### REQUEST TO POST:

- 35. Community Services Housing Project Administrator Vacated by M. Sonny Orcasitas
- 36. Probation Administrative Clerk Specialist Vacated by Taylor Kilbourne
- 37. Assessor's Office Administrative Assistant Vacated by Rose Holiday
- 38. Health and Emergency Services Community Health Specialist Vacated by Barbra White

#### **JULY 25, 2017**

#### DEPARTURES:

1. Tina DeSchaaf – Payson Justice Court – Justice Court Operations Manager – 07/14/17 – General Fund – DOH 06/19/92

#### NEW HIRES:

- 2. George Noblia Public Works Building Maintenance Technician 08/07/17 Facilities Management Fund Replacing W. Perry Wyrick
- 3. Sterling Hunt Probation Juvenile Detention Officer 07/31/17 General Fund Replacing Vanessa Barajas
- 4. Angel Hooke Probation Juvenile Detention Officer 07/31/17 General Fund Replacing Yolanda Spurgeon
- 5. Gilbert Jacinto Probation Juvenile Detention Officer 07/31/17 General Fund Replacing Douglas Rutherford
- 6. Amanda Anderson Treasurer's Office Treasurer Services Specialist 07/31/17 General Fund Replacing P. Denise Cox

#### END PROBATIONARY PERIOD:

- 7. Christopher McGroarty Sheriff's Office Professional Standards Investigator – 07/11/17 – General Fund
- 8. Rochelle Madrid Public Works Custodian 08/08/17 Facilities Management Fund
- 9. Donald Riggins Public Works Building Maintenance Technician Senior 08/22/17 Facilities Management Fund
- 10. Lisa Foster Probation Deputy Probation Officer 1 08/01/17 Diversion Intake(.50)/Juvenile Intensive Probation Supervision(.50) Funds

#### DEPARTMENTAL TRANSFERS:

11. P. Denise Cox – Treasurer's Office – From Treasurer Services Specialist – To Treasurer Services Supervisor – 08/02/17 – General Fund – Replacing Terri Powell

#### OTHER ACTIONS:

- 12. Thoreina Hensley Sheriff's Office Deputy Sheriff 07/10/17 From Sheriff BLESF Program To General Fund –Special assignment
- 13. Barbara Romero Probation From Administrative Clerk Senior To Administrative Clerk Specialist 07/10/17 State Aid Enhancement Fund Reclassification
- 14. Karrie Schaal Probation From Administrative Clerk Senior To Administrative Clerk Specialist – 07/10/17 – State Aid Enhancement Fund – Reclassification
- 15. Juliane DeSpain Probation From Administrative Clerk Senior To Administrative Clerk Specialist 07/10/17 Adult Intensive Probation Supervision Fund Reclassification
- 16. Monica Boyce Probation From Administrative Clerk Senior To Administrative Clerk Specialist 07/10/17 Diversion Intake(.50)/Juvenile Standards Probation(.50) Funds Reclassification
- 17. Dana True Community Services Accounting Clerk Senior 07/10/17 Various Funds End of special assignment and fund code change 18. Juley Bocardo-Homan Human Resources Compensation and Risk Management Administrator 07/10/17 General Fund Salary correction 19. Paula Horn Health and Emergency Services Deputy Director of Health 07/10/17 Health Service(.80)/Prescription Drug Overdoes Prevention(.20) Funds Salary correction

# II. Approval of finance reports/demands/transfers for the reporting period of June 27, 2017, through July 24, 2017.

Approve demands and budget amendments for operating transfers. Warrant numbers 284420 through 284447, 284449 through 284661, 284663 through 284727, and 284729 through 284900, totaling \$4,187,405.93 for the period 6-27-17 through 7-24-17.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. (A listing of issued warrants and voided warrants are permanently attached to these minutes.)

Item 5 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board

of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments at this time.

Item 6 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Supervisor and James Menlove, 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 at 10:57 a.m.

APPROVED:
Tim R. Humphrey, Acting Chairman
ATTEST:
M ' 01 1 01 1 01 D 1
Marian Sheppard, Clerk of the Board

# Regular BOS Meeting

**Meeting Date:** 08/21/2017

**Reporting** Report for County Manager Approved Contracts Under **Period:** \$50,000 for Weeks Ending 07-07-17 and 07-27-17

**Submitted For:** James Menlove, County Manager **Submitted By:** Betty Hurst, Contracts Administrator

#### Information

#### Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 07-07-17 and 07-27-17.

#### **Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of July 03, 2017, through July 07, 2017, and July 24, 2017 through July 28, 2017.

#### **Attachments**

Report for Contracts Under \$50K for weeks 07-07-17 and 07-28-17

Service Agreement for Pinal Fire EWP Project with DJ's Companies,

Inc

Service Agreement for Pinal Fire EWP Project with Dalmolin Excavating

Service Agreement for Pinal Fire EWP Project with Oddonetto Construction

Service Agreement for Pinal Fire EWP Project with Jonovich Company, Inc

Service Agreement Pinal Fire EWP Project with Barcon Corporation
Service Agreement for Pinal Fire EWP Project with Sullivan Paving
Amendment No 1 to Service Agreement No 040416 with Tree Pro
Service Agreement No 071417 with William Nicholson
Amendment No 1 to Service Agreement No 030717 with JaLin
Enterprises

Amendment No 1 to Contract No 062617-1 with McSpadden Ford

Amendment No. 1 to Professional Services Contract No. 032216

State Contract ADSPO17-00006796 with Speedie and Associates

Professional Services Contract No. 062817 with Verasset Physical

Inventory Services

#### COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

#### July 03, 2017 thru July 07, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	DJ's Companies, Inc.	Pinal Fire EWP Project	Not to exceed Actuals plus 10%	06-27-17 to 07-15-17	07-06-17	Expires	Contractors needed to remove debris in the waterways downstream of the Pinal Fire burn scar. Gila County in association with NRCS initiated the EWP program to clean waterways in the Globe-Miami area to prevent potential flooding. Gila County was given a 10 day window in which to complete the work of cleaning the waterways. Contractors will provide manpower as well as heavy equipment to complete this project in a timely manner. Property owners have signed release forms allowing contractors as well as County employees to complete this work on private land as allowed
3	Dalmolin Excavating	Pinal Fire EWP Project	Not to exceed Actuals plus 10%	06-27-17 to 07-15-17	07-06-17	Expires	Contractors needed to remove debris in the waterways downstream of the Pinal Fire burn scar. Gila County in association with NRCS initiated the EWP program to clean waterways in the Globe-Miami area to prevent potential flooding. Gila County was given a 10 day window in which to complete the work of cleaning the waterways. Contractors will provide manpower as well as heavy equipment to complete this project in a timely manner. Property owners have signed release forms allowing contractors as well as County employees to complete this work on private land as allowed

July 03, 2017 thru July 07, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
4	Odonetto Construction	Pinal Fire EWP Project	Not to exceed Actuals plus 10%	06-27-17 to 07-15-17	07-06-17	Expires	Contractors needed to remove debris in the waterways downstream of the Pinal Fire burn scar. Gila County in association with NRCS initiated the EWP program to clean waterways in the Globe-Miami area to prevent potential flooding. Gila County was given a 10 day window in which to complete the work of cleaning the waterways. Contractors will provide manpower as well as heavy equipment to complete this project in a timely manner. Property owners have signed release forms allowing contractors as well as County employees to complete this work on private land as allowed
5	Jonovich Company, Inc.	Pinal Fire EWP Project	Not to exceed Actuals plus 10%	06-27-17 to 07-15-17	07-06-17	Expires	Contractors needed to remove debris in the waterways downstream of the Pinal Fire burn scar. Gila County in association with NRCS initiated the EWP program to clean waterways in the Globe-Miami area to prevent potential flooding. Gila County was given a 10 day window in which to complete the work of cleaning the waterways. Contractors will provide manpower as well as heavy equipment to complete this project in a timely manner. Property owners have signed release forms allowing contractors as well as County employees to complete this work on private land as allowed

#### July 03, 2017 thru July 07, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
6	Barcon Corporation	Pinal Fire EWP Project	Not to exceed Actuals plus 10%	06-27-17 to 07-15-17	07-06-17	Expires	Contractors needed to remove debris in the waterways downstream of the Pinal Fire burn scar. Gila County in association with NRCS initiated the EWP program to clean waterways in the Globe-Miami area to prevent potential flooding. Gila County was given a 10 day window in which to complete the work of cleaning the waterways. Contractors will provide manpower as well as heavy equipment to complete this project in a timely manner. Property owners have signed release forms allowing contractors as well as County employees to complete this work on private land as allowed
7	Sullivan Paving	Pinal Fire EWP Project	Not to exceed Actuals plus 10%	06-27-17 to 07-15-17	07-06-17	Expires	Contractors needed to remove debris in the waterways downstream of the Pinal Fire burn scar. Gila County in association with NRCS initiated the EWP program to clean waterways in the Globe-Miami area to prevent potential flooding. Gila County was given a 10 day window in which to complete the work of cleaning the waterways. Contractors will provide manpower as well as heavy equipment to complete this project in a timely manner. Property owners have signed release forms allowing contractors as well as County employees to complete this work on private land as allowed

July 03, 2017 thru July 07, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
8	Tree Pro	Amendment No. 1 to Service Agreement No. 040416 Miscellaneous Tree Removal Copper Region and Timber Region	\$5,500.00	05-18-17 to 05-17-18	07-18-17	Option to Renew	Amendment No. 1 will serve to extend the term of the contract from May 18, 2017 to May 17, 2018. To contract with a professional tree removal company to provide tree cutting and removal of dead/dying or wind/storm damaged trees, for both Roads and Facilities Departments, that may cause a hazard to Gila County right of way or County maintained roads or properties. Contractor will also provide these services in an emergency situation because of the potential hazard to the public. These services would be for both Copper and Timber regions. Sometimes these hazard trees are outside the expertise and/or safety of Gila County personnel. On these occasions, the County needs to hire a Tree Service to remove the trees.
09	William Nicholson	Service Agreement No. 071417 R.E.M. Designs	\$6,029.00	07-01-17 to 06-30-18	07-18-17	Expires	R.E.M. designs, weatherization audit (test) are required for almost every weatherization job. Also will give scope of work reports on homes.
10	Jalin Enterprises	Amendment No. 1 to Service Agreement No. 030717 Temporary Worker Services	Amendment No. 1 \$15,000 new \$38,000.00	03-08-17 to 03-07-18	07-19-17	Option to Renew	Amendment No. 1 will serve to increase the original contract amount by \$15,000.00 due to the need of workers while positions are posted and applicants are being sought. Public Works requires the ability to obtain temporary services within a reasonably short period of time, primarily in the Facilities and Land Management departments, in order to fill in for current vacancies.
11	McSpadden Ford	Amendment No. 1 to Service Agreement No. 062617-1 Body Work on Vehicle B- 170	Amendment No. 1 \$1,481.85 new \$3,339.49	06-27-17 to 07-31-17	07-19-17	Expires	Amendment No. 1 will serve to increase contract amount by \$1,471.85 due to the request by Fleet Management for additional work to complete the job. Repair front bumper, front lamps, hood, and front fender.

July 24, 2017 thru July 28, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
12	John Ekman, NP-C, LLC	Amendment No. 1 to Professional Services Contract No. 032216 Jail Medical Psychiatrist	Amendment No. 1 \$2,300.00 new \$6,300.00	04-13-16 to 12-31-17	07-26-17	Option to Renew	Amendment No. 1 will serve to increase the original contract amount by \$2,300.00 for a new total contract amount of \$6,300.00 to ensure consultation services for the remainder of the April 13, 2016 to December 31, 2017 contract term. Psychiatrist to provide Psychiatric Consultations for Gila County Sheriff's Office.
13	Speedie and Associates	Use of State Contract ADSP017-00006796 Baker Ranch Road- Geotechnical Investigation	\$4,975.00	07-26-17 to 06-30-18	07-26-17	Expires	Gila County wishes to utilize Speedie and Associates to perform a Geotechnical Investigation of a portion of Baker Ranch road for the purpose of developing recommendations for subgrade stabilization of the existing roadway. All documents executed by the State of Arizona on Contract No. ADSPO17-00006796, apply to this procurement between Gila County and Speedie and Associates.
14	Verasset Physical Inventory Services	Professional Services Contract No. 062817 Physical Inventory and Inventory Reconciliation Services	\$18,000.00	07-01-17 to 10-31-17	07-26-17	Expires	Audit findings since 2013 have referenced the County inventory. A physical count and tag for each item will correct these audit findings for fiscal year after 2017.

Tommie C. Martin, District I 610 E. Highway 260 Payson, AZ. 85547 (928) 474-2029

Timothy Humphrey, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

Woody Cline, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

James Menlove, County Manager Phone (928) 425-3231 Ext.8761

Betty Hurst, Contracts Administrator Phone (928) 425-3231 Ext. 4355

> 1400 E. Ash Street Globe, AZ 85501

# SERVICE AGREEMENT FOR FLOOD MITIGATION AS A RESULT OF THE PINAL WILDFIRE

THIS AGREEMENT, made and ente	ered into this 6th	_ day of _	July		2017.
by and between Gila County, a political s	subdivision of the St	ate of A	rizona hereinafter	designa	ted the
County, and Dis Companies	, of the City of _	Globe	, State of Ariz	ona, here	einafter
designated the Contractor.					

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of **Public Works** or designee.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Contractor is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

The primary project measure will be debris removal. Debris includes dead and down vegetation, small diameter live vegetation up to 8", and trash. Equipment will include backhoes, hand tools, excavators, loaders, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads. Debris will be hauled away for disposal.

**ARTICLE 2 - FEES**: For the services provided by the Contractor under this agreement, financial compensation from the County will be as follows:

- Equipment and Labor Rates, plus ten percent (10%) as shown on Attachment "A".
- The Gila County Landfill will take brush from the contractor after weigh in at no charge.
- Reimbursement will require the paperwork be received complete.
- Daily logs stating location, names of personnel, equipment used

Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

**ARTICLE 3 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 4 - INDEMNIFICATION CLAUSE**: The Contractor agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Contractor to indemnify the County to the extent permitted under Arizona Law.

**ARTICLE 5- INSURANCE REQUIREMENTS**: The Contractor agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance, and Workers Compensation and Employers Liability insurance. The Contractor agrees to provide the County with certificates evidencing the coverage specified

**ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Both parties hereby warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). If Contractor uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Gila County retains the legal right to inspect the papers of Contractor and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

**ARTICLE 7 – 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.

Service Agreement // Page 2

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511 which is incorporated in this contract the same as if set forth in the contract

**ARTICLE 9 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 10 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

**ARTICLE 11 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 12– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through  $\frac{3uly}{3}$ , 2017.

**ARTICLE 13 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed Actuals plus ten percent (10%) for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the purchase order number, contract number and description of service.

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement **has** been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

James Menlove, County Manager

Date: 7-6-17

Signature

Spiro J. Janousch DJ's Compenies Inc.

### ATTACHMENT "A"

## Gila County Pinal Wildfire Flood Mitigation Equipment and Labor Rates

### Labor

Job Title	Per Hour	Per Day
General Foreman	\$50	
Equipment Operator	\$42	
Truck Driver	\$39	
Laborer	\$33	
<b>Equipment</b>		
Pickup Truck	\$14	
14 Wheel – Dump Truck	\$66	
Transport Truck & Trailer	\$80	
Loader 4yd	\$91	
Backhoe	\$68	
Chainsaw		\$70
Any/All Small Hand Tools		\$34

If additional equipment is required by Gila County, the rate will be negotiated as soon as determined necessary.

Service Agreement //

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> 1400 E. Ash Street Globe, AZ 85501

# SERVICE AGREEMENT FOR FLOOD MITIGATION AS A RESULT OF THE PINAL WILDFIRE

THIS AGREEMENT, made and entered into this 6th day of July	2017
by and between Gila County, a political subdivision of the State of Arizona hereinafter designate	ed the
County, and DalMolin Excavating, Inc., of the City of Globe , State of Arizona, here	inafter
designated the Contractor.	

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of **Public Works** or designee.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Contractor is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

The primary project measure will be debris removal. Debris includes dead and down vegetation, small diameter live vegetation up to 8", and trash. Equipment will include backhoes, hand tools, excavators, loaders, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads. Debris will be hauled away for disposal.

**ARTICLE 2 - FEES**: For the services provided by the Contractor under this agreement, financial compensation from the County will be as follows:

- Equipment and Labor Rates, plus ten percent (10%) as shown on Attachment "A".
- The Gila County Landfill will take brush from the contractor after weigh in at no charge.
- Reimbursement will require the paperwork be received complete.
- Daily logs stating location, names of personnel, equipment used

Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

**ARTICLE 3 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 4 - INDEMNIFICATION CLAUSE: The Contractor agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Contractor to indemnify the County to the extent permitted under Arizona Law.

**ARTICLE 5- INSURANCE REQUIREMENTS:** The Contractor agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance, and Workers Compensation and Employers Liability insurance. The Contractor agrees to provide the County with certificates evidencing the coverage specified

**ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Both parties hereby warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). If Contractor uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Gila County retains the legal right to inspect the papers of Contractor and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

**ARTICLE 7 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511 which is incorporated in this contract the same as if set forth in the contract

ARTICLE 9 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 10 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

ARTICLE 11 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 12- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through <u>07/15</u>, 2017.

ARTICLE 13 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed Actuals plus ten percent (10%) for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the purchase order number, contract number and description of service.

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

James Menlove, County Manager

Signature Tomeslin

#### **ATTACHMENT "A"**

## Gila County Pinal Wildfire Flood Mitigation Equipment and Labor Rates

### Labor

Job Title	Per Hour	Per Day
General Foreman	\$50	
Equipment Operator	\$42	
Truck Driver	\$39	
Laborer	\$33	
Equipment		
Pickup Truck	\$14	
14 Wheel – Dump Truck	\$66	
Transport Truck & Trailer	\$80	
Loader 4yd	\$91	
Backhoe	\$68	
Chainsaw		\$70
Any/All Small Hand Tools		\$34

If additional equipment is required by Gila County, the rate will be negotiated as soon as determined necessary.

Tommie C. Martin, District I 610 E. Highway 260 Payson, AZ. 85547 (928) 474-2029

**Timothy Humphrey, District II** 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

Woody Cline, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



GILA COUNTY www.gilacountyaz.gov James Menlove, County Manager Phone (928) 425-3231 Ext.8761

Betty Hurst, Contracts Administrator Phone (928) 425-3231 Ext. 4355

> 1400 E. Ash Street Globe, AZ 85501

# SERVICE AGREEMENT FOR FLOOD MITIGATION AS A RESULT OF THE PINAL WILDFIRE

THIS AGREEMENT, ma	ade and entered i	into this 6th	day of	July.		017,
by and between Gila County,	a political subdiv	vision of the Sta	ate of Ari	zona hereinafter o		
County, and Oddonetto Cor	struction	, of the City of _	Globe	, State of Arizon	na, hereina	ıfter
designated the Contractor.						

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of **Public Works** or designee.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Contractor is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

The primary project measure will be debris removal. Debris includes dead and down vegetation, small diameter live vegetation up to 8", and trash. Equipment will include backhoes, hand tools, excavators, loaders, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads. Debris will be hauled away for disposal.

**ARTICLE 2 - FEES**: For the services provided by the Contractor under this agreement, financial compensation from the County will be as follows:

- Equipment and Labor Rates, plus ten percent (10%) as shown on Attachment "A".
- The Gila County Landfill will take brush from the contractor after weigh in at no charge.
- Reimbursement will require the paperwork be received complete.
- Daily logs stating location, names of personnel, equipment used

Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

**ARTICLE 3 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 4 - INDEMNIFICATION CLAUSE**: The Contractor agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Contractor to indemnify the County to the extent permitted under Arizona Law.

**ARTICLE 5- INSURANCE REQUIREMENTS:** The Contractor agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance, and Workers Compensation and Employers Liability insurance. The Contractor agrees to provide the County with certificates evidencing the coverage specified

**ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Both parties hereby warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). If Contractor uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Gila County retains the legal right to inspect the papers of Contractor and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

**ARTICLE 7 – 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.

Service Agreement // Page 2

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511 which is incorporated in this contract the same as if set forth in the contract

ARTICLE 9 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 10 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

ARTICLE 11 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 12- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through July 15, 2017.

ARTICLE 13 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed Actuals plus ten percent (10%) for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the purchase order number, contract number and description of service.

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

James Menlove, County Manager

Date: 7-6-17

Dissaugmashi for Oddonetto Signature Construction Tiffany Martin

### ATTACHMENT "A"

## Gila County Pinal Wildfire Flood Mitigation Equipment and Labor Rates

#### Labor

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> 1400 E. Ash Street Globe, AZ 85501

# SERVICE AGREEMENT FOR FLOOD MITIGATION AS A RESULT OF THE PINAL WILDFIRE

		(th		,		
THIS AGREEMENT	, made and entered	d into this 6	_day of	July		2017.
by and between Gila Coun	ty, a political subc	division of the St	ate of Ar	izona hereina	after designa	
County, and	Companies 1	of the City of _	Globe	, State of	Arizona, here	einafter
designated the Contractor.	•					

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of **Public Works** or designee.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Contractor is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

The primary project measure will be debris removal. Debris includes dead and down vegetation, small diameter live vegetation up to 8", and trash. Equipment will include backhoes, hand tools, excavators, loaders, and dump trucks. Work will occur within active wash channels and at adjacent at-risk structures. Access will be via existing roads. Debris will be hauled away for disposal.

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**ARTICLE 3 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 4 - INDEMNIFICATION CLAUSE: The Contractor agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Contractor to indemnify the County to the extent permitted under Arizona Law.

**ARTICLE 5- INSURANCE REQUIREMENTS:** The Contractor agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance, and Workers Compensation and Employers Liability insurance. The Contractor agrees to provide the County with certificates evidencing the coverage specified

**ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Both parties hereby warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). If Contractor uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Gila County retains the legal right to inspect the papers of Contractor and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

**ARTICLE 7 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511 which is incorporated in this contract the same as if set forth in the contract

**ARTICLE 9 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 10 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

**ARTICLE 11 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

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All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the purchase order number, contract number and description of service.

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The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement **has** been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

James Menlove, County Manager

Date: 7.6.17

Signature

Print Name

#### **ATTACHMENT "A"**

## Gila County Pinal Wildfire Flood Mitigation Equipment and Labor Rates

#### Labor

Job Title	Per Hour	Per Day
General Foreman	\$50	
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# SERVICE AGREEMENT FOR FLOOD MITIGATION AS A RESULT OF THE PINAL WILDFIRE

by and between Gila County, a political subdivision of the State of Arizona hereinafter design County, and Barcon Corporation of the City of Globe State of Arizona, he	
designated the Contractor.	

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of **Public Works** or designee.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Contractor is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

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**IN WITNESS WHEREOF,** Service Agreement **has** been duly executed by the parties hereinabove named, on the date and year first above written.

5 M

James Menlove, County Manager

Date: '

GILA COUNTY

Barcon Corporation

Signature

Fred Barcon, President

Print Name

### ATTACHMENT "A"

## Gila County Pinal Wildfire Flood Mitigation Equipment and Labor Rates

### Labor

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# SERVICE AGREEMENT FOR FLOOD MITIGATION AS A RESULT OF THE PINAL WILDFIRE

THIS AGREEMENT, made and entered into this 6th day of July	2017.
by and between Gila County, a political subdivision of the State of Arizona hereinafter designate County, and Scelling Paul August of the City of Globe, State of Arizona, hereinafter designate County, and Scelling Paul August of the City of Globe, State of Arizona, hereinafter designated the County, and Scelling Paul August of the City of Globe, State of Arizona, hereinafter designated the County, and Scelling Paul August of the City of Globe, State of Arizona, hereinafter designated the County, and Scelling Paul August of the City of Globe, State of Arizona, hereinafter designated the City of Globe	ed the
designated the Contractor.	namer

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

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**ARTICLE 3 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 4 - INDEMNIFICATION CLAUSE**: The Contractor agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Contractor to indemnify the County to the extent permitted under Arizona Law.

**ARTICLE 5- INSURANCE REQUIREMENTS**: The Contractor agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance, and Workers Compensation and Employers Liability insurance. The Contractor agrees to provide the County with certificates evidencing the coverage specified

**ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Both parties hereby warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). If Contractor uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Gila County retains the legal right to inspect the papers of Contractor and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

**ARTICLE 7 - ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511 which is incorporated in this contract the same as if set forth in the contract

ARTICLE 9 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 10 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

ARTICLE 11 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 12- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through 67/15, 2017.

ARTICLE 13 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed Actuals plus ten percent (10%) for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the purchase order number, contract number and description of service.

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement has been duly executed by the parties hereinabove named, on the date and year first above written.

James Menlove, County Manager

Signature

Randall B. Sullivan

GILA COUNT

### ATTACHMENT "A"

## Gila County Pinal Wildfire Flood Mitigation Equipment and Labor Rates

### Labor

Job Title	Per Hour	Per Day
General Foreman	\$50	
Equipment Operator	\$42	
Truck Driver	\$39	
Laborer	\$33	
Equipment		
Pickup Truck	\$14	
14 Wheel – Dump Truck	\$66	
Transport Truck & Trailer	\$80	
Loader 4yd	\$91	
Backhoe	\$68	
Chainsaw		\$70
Any/All Small Hand Tools		\$34

If additional equipment is required by Gila County, the rate will be negotiated as soon as determined necessary.



### **AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 040416**

The following amendments are hereby incorporated into the agreement for the below project

### MISCELLANEOUS TREE REMOVAL COPPER REGION AND TIMBER REGION

#### **FACILITIES DEPARTMENT**

**Effective** May 18, 2016 Gila County and Tree Pro entered into a contract whereby Tree Pro agreed to provide Miscellaneous Tree Removal for the Copper Region and Timber Region.

**Service Agreement No. 040416** will expire on May 17, 2017. **Per Article 14-Term,** Gila County shall have the sole option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 1 to Service Agreement No. 040416, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from May 18, 2017 to May 17, 2018, for a contract amount of not to exceed Five Thousand, Five Hundred dollars and 00/100's (\$5,500.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the May 18, 2017 to May 17, 2018 renewal period.

James Menlove, County Manager

GHA COUNT

Date: 11.18.17

Signature

FREE PRO

**Print Name** 

Tommie C. Martin, District I 610 E. Highway 260 Payson, AZ. 85547 (928) 474-2029

**Timothy Humphrey, District II** 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

**Woody Cline, District III** 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

James Menlove, County Manager Phone (928) 425-3231 Ext.8761

Betty Hurst, Contracts Administrator Phone (928) 425-3231 Ext. 4355

> 1400 E. Ash Street Globe, AZ 85501

# SERVICE AGREEMENT NO. 071417 R.E.M. DESIGNS

#### **COMMUNITY SERVICES-HOUSING**

THIS AGREEMEN	I <b>T,</b> made and en	tered in	to this 18th	_ day of _	July		2017,
by and between Gila Coun	ty, a political sul	odivisior	of the State o	fArizona	hereinafte	er designated t	he County.
and <u>William Nicholson</u>	_ of the City of _	Globe	_, State of Ariz	zona, here	inafter de	signated the C	ontractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 071417** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 071417 by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement 071417, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

#### 1. Commercial General Liability - Occurrence Form

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

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

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

#### 2. Worker's Compensation and Employers' Liability

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

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

#### 3. Automobile Liability

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

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

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

Each Claim Annual Aggregate

\$1,000,000 \$2.000.000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:

beginning at the time work under this Contract is completed.

- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department**, **1400 E. Ash St.**, **Globe**, **AZ**, **85501** or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

**ARTICLE 6 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 7 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 10 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 11 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 12 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 13 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 14 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 15– TERM:** The Contract commences on July 1, 2017 remains in effect through June 30, 2018.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$6,029.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Service Agreement No. 071417 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

James Menlove, County Manager

Date: 7.18.17

WILLIAM NICHOLSON

Signature

Print Name

# RATE SHEET

Date: 7/12/2017 PO # 2017-00000481

William Nicholson 8508 S. Springfield Road Globe, AZ 85501 (928) 200 - 5086 Wn000123@hotmail.com

Gila County Housing 5515 S. Apache Ave. Globe, AZ 85501 (928) 425 - 7631

QTY	Description	Unit Price	Line Total
1	Weatherization Audit (Test In)	\$300.00	
1	Weatherization REM Report	\$150.00	
1	Scope of Work	\$50.00	

Thank you for your business!



#### AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 030717

The following amendments are hereby incorporated into the agreement for the below project

#### **TEMPORARY WORKER SERVICES**

#### **PUBLIC WORKS**

Effective January 19, 2017, Gila County and JaLin Enterprises entered into a contract whereby JaLin Enterprises agreed to provide Temporary Worker Services for Public Works.

The Public Works Department would like to increase the original contract amount of Twenty-Three Thousand dollars and 00/100's (\$23,000.00) by an additional Fifteen Thousand dollars and 00/100's (\$15,000.00) due to the need of workers while positions are posted and applicants are being sought.

Amendment No. 1 to Service Agreement No. 030717 will serve to increase the contract by an amount of Fifteen Thousand dollars and 00/100's (\$15,000.00).

Consequently, the contract is amended to increase the contract amount by \$15,000.00 for a new total contract amount of Thirty-Eight Thousand dollars and 00/100's (\$38,000.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 8, 2017 to March 7, 2018 period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 19th day of July

**GILA COUNTY** 

James Menlove, County Manager

**JALIN ENTERPRISES** 

Signature

owi Z Andrada



#### AMENDMENT NO. 1 to CONTRACT NO. 062617-1

The following amendments are hereby incorporated into the agreement for the below project

#### **BODY REPAIR VEHICLE B-170**

#### **FLEET MANAGEMENT**

**Effective** June 27, 2017, Gila County and McSpadden Ford entered into a contract whereby McSpadden Ford agreed to provide Body Repair on Vehicle B-170 for Fleet Management.

Fleet Management would like to increase the original contract amount of One Thousand Eight Hundred Sixty-Seven dollars and 64/100's (\$1,867.64) by an additional One Thousand, Four Hundred Seventy-One dollars and 85/100's (\$1471.85) due to the request by Fleet Management for additional work to complete the job.

**Amendment No. 1 to Contract No. 062617-1** will serve to increase the contract by an amount of One Thousand, Four Hundred Seventy-One dollars and 85/100's (\$1,471.85).

Consequently, the contract is amended to increase the contract amount by \$1,471.85 for a new total contract amount of Three Thousand, Three Hundred Thirty-Nine dollars and 49/100's (\$3,339.49).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the June 27, 2017 to July 31, 2017 period.

GILA-COUNTY

James Menlove, County Manager

Date: 7/19/2017

MCSPADDEN FORD

Signature

Print Name

McSnadden.

Date: 7/ 5/2017 09:42 AM

Estimate ID: 478

0

Estimate Version:

Supplement: 1 (FF) 6/29/2017 04:50:11 PM

**Preliminary** Profile ID: Quote ID:

Mitchell 20281675

## Mcspadden Ford Collision Center

750 N Broad st PO BOX 2749, GLOBE, AZ 85502 (928) 425-4491 ext. 501 Tax ID: 86-0224424

Damage Assessed By: Cralg Johnson

Supplemented By: Craig Johnson

Classification: None

Condition Code:

Deductible: UNKNOWN

Owner: ROLIENE MEASELES

Address: GLOBE 85501

Telephone: Work Phone:

(928) 402-8534

Mitchell Service: 910647

Description: 2008 Chevrolet Tahoe LS

Body Style: 4D Ut

VIN: 1GNFK13038R169482

Mileage: 147,867 OEM/ALT: A

Color: GOLD

Vehicle Production Date: 08/11

Drive Train: 5.3L Inj 8 Cyl 4WD

License: CJ 5095 AZ

Search Code: B705208

Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING

REAR WINDOW DEFOGGER, AIR CONDITION, REAR WINDOW WIPER, CRUISE CONTROL AMIFM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC FRONT SIDE AIRBAG WITH HEAD PROTECTION, LUGGAGE RACK, ANTI-LOCK BRAKE SYS.

TRACTION CONTROL, RUNNING BOARDS, ALUM/ALLOY WHEELS

TIRE INFLATION/PRESSURE MONITOR, AUXILIARY INPUT, LEATHER STEERING WHEEL

SATELLITE RADIO, CD PLAYER, TOW HITCH RECEIVER, POWER ADJUSTABLE EXTERIOR MIRROR 4WD OR AWD, PRIVACY GLASS, TELEMATIC SYSTEMS

REAR HEATING, VENTILATION & AIR CONDITIONING, CLOTH SEAT, 4 WHEEL DRIVE AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER

DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT

STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Lab	
***************************************				Front Bumper		•		
1	002448	BDY	OVERHAUL	Frt Bumper Cover Assy			2.8	H
2	002449	BDY	REMOVE/REPLACE	Frt Add w/Fog Lamps			0.3	
3	002416	BDY	REMOVE/REPLACE	Frt Bumper Cover	** QRP Certified	309.00	INC	
4		REF	REFINISH	Frt Bumper Cover			C 2.9	
				Grille			- 2.0	
S1 5	000102	BDY	REMOVE/REPLACE	Upr Grille Bracket	** QUAL REPL PART	42.00	8.0	
				Front Lamps				
6	001843	<b>BDY</b>	<b>REMOVE/INSTALL</b>	L Front Combination Lamp			INC	#
7		BDY	REMOVE/INSTALL	Frt Bumper Cover			INC	#
8	000138	BDY	<b>REMOVE/REPLACE</b>	L Frt Combination Lamp Assembly	** QRP Certified	134.00	0.4	#
9		BDY	CHECKIADJUST	Headlamps			0.4	
ES"	TIMATE RE	CALL N	UMBER: 06/29/2017 16:	09:13 478				
(1)	chell Data	10000						
			MAPP:JUN_17_V	Copyright (C) 1994 - 2017 Mitchell International		Page	1 of	3
Sof	tware Ven	sion:	7.1.220	All Rights Reserved				

						Supplement:	1 (F F) 6/29/20	17 04:50:11 PM
					_Hood	Preliminary Profile ID: Quote ID:	Mitchell 20281675	
<b>S1</b>	10	003097	BDY	REMOVE/REPLACE	Hood Panel	45000000		
	11		REF	REFINISH	Hood Outside	15939876	506.15	1.0
	12		REF	REFINISH	Add For Hood Underside		C	3.0
					_ Cooling		C	1.5
<b>S1</b>	13	001819	BDY	REMOVE/INSTALL	Radiator			
<b>S1</b>	14	002453	BDY	REPAIR	Cooling Radiator Support			1.6 #
				7 120 7 20 7	Front Fender	Existing		2.0  #
	15	004382	BDY	REMOVE/INSTALL	L Fender Splash Guard			
	16	000312	BDY	REPAIR	L Fender Panel			0.2
	17	100000000000000000000000000000000000000	REF	REFINISH	L Fender Outside	Existing		1.5*#
					Front Door		C	1.6
<b>S1</b>	18	001046	BDY	REPAIR	L Frt Door Shell			
<b>S1</b>	19	100 100	REF	REFINISH	L Frt Door Outside	Existing		0.5°#
S1	20	002060	BDY	REMOVE/INSTALL	L Frt Rear View Mirror		C	
<b>S1</b>	21	002082	BDY	REMOVE/INSTALL	L Frt Otr Door Belt Moulding			INC #
S1 :	22	001073	BDY	REMOVE/REPLACE	L Frt Door Adhesive Nameplate	2110		0.9 #
S1 :	23	001081	BDY	REMOVE/REPLACE	L Frt Door Adhesive Emblem	DNO	40.68	0.2
S1 :	24	001964	BDY	REMOVE/INSTALL	L Frt Otr Door Handle	DNO	16.18	0.2
	-			MANOTALL				0.3 #
	25	936012		ADD'L COST	Additional Costs & Materials Hazardous Waste Disposal			
				ADD 2 0001	_ Additional Operations		3.50 *	
	26		REF	ADD'L OPR	Clear Coat			0.20
- 90	27	933005	BDY	ADD'L OPR	Restore Corrosion Protection			2.8
	28	933018	REF	ADD'L OPR	Mask For Overspray		(CHECKET DEC. 10)	1.0°
3				THE LOT IN	Additional Costs & Materials		5.00 *	0.3*
2	29			ADD'L COST	Paint/Materials		479.40 *	

<sup>\* -</sup> Judgment Item

**KEYSTONE-INS QUALITY PRT** 3024 S. 40TH ST. PHOENIX AZ 85040 (800) 551-5605 (602) 272-5911

3	** GM1000830C	309.00
5	** GM1207103	42.00
8	** GM2502263C	134.00

Date: 7/ 5/2017 09:42 AM

Estimate ID: 478 Estimate Version: 0

<sup># -</sup> Labor Note Applies

<sup>\*\*</sup> QRP Certified - Quality Replacement Parts - Certified

<sup>\*\*</sup> QUAL REPL PART - Quality Replacement Parts

C - Included in Clear Coat Calc

Date: 7/ 5/2017 09:42 AM

Estimate ID: 478

Estimate Version: 0

Supplement: 1 (F F) 6/29/2017 04:50:11 PM Preliminary

Profile ID: Mitchell Quote ID: 20281675

#### **Estimate Totals**

ı.	Labor Subtotals	Units	Rate	Add'i Labor Amount	Sublet Amount	Totals	u.	Part Replacement Summary	ľ		Amount
	Body	14.1	60.00	0.00	0.00	846.00		Taxable Parts			1,048.01
	Refinish	14.4	60.00	5.00	0.00	869.00		Sales Tax	@	8.900%	93.27
		Non-Taxa	ble Labor			1,715.00		Total Replacement Parts An	nount		1,141.28
	Labor Summary	28.5				1,715.00					
881.	Additional Costs					Amount	IV.	Adjustments			Amount
	Taxable Cost				27.192	3.50		Customer Responsit	ility		0.00
		Sales Tax		@ 8	.900%	0.31					
	Non-Taxable	Costs				479.40					
	Total Addition	nal Costs				483.21					
	Paint Materia Init Rate = 34			99.9, Addl f	Rate = 0.00						
							1.	Total Labor:			1,715.00
							11.	Total Replacement Part			1,141.28
							III.	Total Additional Costs: Gross Total:			483.21 3,339.49 —
							IV.	Total Adjustments:			0.00
								Net Total:	200		3,339.49
								Less Original Net 1 Net Supplement A			1,867.64
								ner authrement A	mount		1,471.85
								\$1: Craig Johnson	n		1,471.85

This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair.

Point(s) of Impact

11 Left Front Corner (P), 10 Left Front Side (S)



## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 032216

The following amendments are hereby incorporated into the contract documents for the below stated project:

## PROFESSIONAL SERVICES CONTRACT 032216 PSYCHATRIC CONSULATION SERVICES

## JOHN EKMAN NP-C, LLC

Effective April 13, 2016, Gila County and John Ekman NP-C, LLC entered into a contract whereby John Ekman NP-C, LLC agreed to provide Psychatric Consulation Services.

The Sheriffs Office would like to increase the original contract amount of \$4,000 by an additional by an additional Two Thousand Three Hundred dollars and 00/100's (\$2,300.00), to provide consultation services for Gila County Detention Facility. An additional \$2,300.00 is projected to cover the remainder of the contract term.

**Amendment No. 1 to Professional Services Contract No. 032216**, will serve to increase the contract amount by Two Thousand Three Hundred dollars and 00/100's (\$2,300.00), for a new total contract amount of Six Thousand Three Hundred dollars and 00/100's (\$6,300.00), for the contract term of April 13, 2016 to December 31, 2017.

The Consultant will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 13, 2016 to December 31, 2017 exceed \$6,300.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 13, 2016 to December 31, 2017 term of the contract.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_\_\_\_\_, 2017.

GILA COUNTY:

James Menlove, County Manager

Date: 7.26.17

JOHN EKMAN NP-C, LLC

Signature

**Print Name** 

John K. Ekman N Psychiatric Nurse

## CONTRACT AGREEMENT FORM

Contract Name:	Baker Ranch Road-Geotechnical Investigation Name:		ion	Contract No.		ADSPO17-00006796 State of Arizona Procurement Office	
Investigation of a po	ortion of Baker Ranch ronents executed by the S	oad for the purpose of	developing red	ommendations f	or subgrade :	o perform a Geotechnical stabilization of the existing procurement between Gila	
Contract End Date:	06-30-18		_	Renev	wal Option:	Yes No	
Maximum Dollar Li	mit: \$4,975.00						
Contract Information	1						
Firm Name:	peedie and Associates			Contact Person	: Ken K	araba	
Address: 3125	East 47 <sup>th</sup> Street			Phone No:	520-419-20	)23	
City: Tucson	State:	AZ	Fax:		Email:	kkaraba@speedie.net	
, ,	ssociates, it will save th	9 ,			•	By using the State contract established in the State of	
	se a Cooperative Pur es approved this				ontract No.	ADSPO17-00006796, for 2017.	
	NAGER Mes Mes	lone,					
James Menlove							



www.speedie.net

July 11, 2017

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

Attention: Mr. Mark Guereña, P.E., R.L.S.

County Engineer

RE: Proposal to Provide a Geotechnical Investigation

Roadway Improvement Project – Baker Ranch Road Between Nf-129/130 and Zachariae Ranch Road Young, Arizona Proposal No. 61636

Dear Mr. Guereña:

Speedie & Associates, Inc. (S&A) is pleased to provide this proposal to conduct a geotechnical investigation for the above-referenced project. All work on this project will be performed under the overall supervision of a registered Professional Engineer in the state of Arizona.

S&A understands that Gila County Public Works Department (GCPWD) maintains Baker Ranch Road in Young, Arizona. Baker Ranch Road is a low volume rural roadway that had been surfaced using millings and chip seal, however, this surface treatment was unsatisfactory due unstable subgrade conditions. The millings and chip seal have been removed and the roadway is re-graded periodically as needed resulting in higher than normal maintenance costs. The purpose for S&A's evaluation would be to obtain information about the existing subgrade conditions and provide recommended stabilization alternatives with the understanding that the desired surface treatment would likely be double chip seal. The alignment is approximately 4,800 feet in length and the finished grade elevations are not expected to change significantly from the existing elevations.

The following Tasks are anticipated to complete this project:

- Project Preparation We will submit a proposed boring location plan for your approval. Once approved, we understand that GCPWD will field mark the locations and notify Arizona 811 to check the boring locations for conflicts with existing public underground utility lines. We understand that a right-of-way encroachment permit and/or traffic control plan are not required for this project.
- **Task 2.** Field Investigation We will drill and sample soil borings to evaluate subsoil conditions and provide samples for laboratory testing. We anticipate drilling six (6) soil borings using a truck-mounted auger drill rig, each to a maximum depth of 5 feet below the existing ground surface, or until auger refusal is determined, whichever occurs first. Upon completion, the bore holes will be backfilled with the drill cutting.



- Task 3. Laboratory Analysis laboratory tests will be conducted on selected samples obtained from the soil borings to classify the soils encountered and provide data for engineering design. The laboratory tests would include:
  - a. Moisture/Density
  - b. Grain Size Analysis
  - c. Plasticity Index
  - d. Moisture/density relations (Proctor)
- Task 4. Report We will analyze the data obtained from field and laboratory testing and prepare a written report presenting all data obtained, together with our conclusions and recommendations regarding:
  - 1. Physical subgrade characteristics and support characteristics
  - 2. Earthwork recommendations
  - 3. Subgrade stabilization alternatives

We propose to provide the services set forth herein under our contract with the State Procurement Office, Contract No. ADSP017-00006796, for a total lump sum fee of \$4,975.00 which includes all testing, engineering and reimbursable expenses and 1 electronic (pdf format) copy of the report. Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof. The fee amount does not include delays not caused by S&A or its drilling subcontractor, client meetings, additional consultation or other services not specifically stated in this proposal. In addition, the fee assumes that a right-of-way encroachment permit and traffic control plan are not required and that GCPWD will mark the boring locations in the field and conduct the required AZ811 (Bluestake) at no cost to S&A.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy and return it for our records.

Respectfully submitted,

SPEEDIE & ASSOCIATES, INC.

Kenneth Karaba, R.G.

Geotechnical Project Manager

APPROVED AND ACCEPTED

For: Gila County Department of Public Works.

By:

Print Name: James Menlove, County Manager Date:

7-26-17



## **ENGINEERING SERVICES**

## 2017 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	\$ 130.00
Project Manager	100.00
Sr. Geologist/Engineer	100.00
Project Engineer/Geologist	90.00
Environmental Specialist	85.00
Architectural Special Inspector	85.00
Structural Special Inspector	70.00
Staff Engineer/Geologist	70.00
Sr. Engineering Technician	55.00
Draftsman	50.00
Materials Testing Technician	40.00
Clerical/Administrative	40.00

## REIMBURSABLE EXPENSES

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

- 1. Transportation, lodging and subsistence for out of town travel
- 2. Special mailings and shipping charges
- 3. Special materials and equipment unique to the project
- 4. Duplication or reprinting/copying reports

## TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

## SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

#### SPECIAL RATES

The following rates may be subject to a 35% increase:

- Overtime time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

## **EXPERT WITNESS**

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

Initials \_\_\_\_\_ Initials \_\_\_\_\_



#### TERMS AND CONDITIONS

#### 1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

#### 2. SCOPE OF SERVICES

#### 2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

## 2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

## 3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

## 4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, 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 may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

#### 5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

## 6. INDEMNIFICATION

## 6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

Initials	
<b>Initials</b>	



#### 6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

#### 7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to \$50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

## 8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

## 9. SAMPLE DISPOSAL

## 9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

#### 9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

#### 10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

## 11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.

Initials	
Initials	

Tommie C. Martin, District I 610 E. Highway 260 Payson, AZ. 85547 (928) 474-2029

Timothy Humphrey, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

Woody Cline, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

James Menlove, County Manager Phone (928) 425-3231 Ext.8761

Betty Hurst, Contracts Administrator Phone (928) 425-3231 Ext. 4355

> 1400 E. Ash Street Globe, AZ 85501

# PROFESSIONAL SERVICES CONTRACT NO. 062817 PHYSICAL INVENTORY AND INVENTORY RECONCILIATION SERVICES

## FINANCE DEPARTMENT

THIS AGREEMENT, made and entered into this 26th day of 5 why	2017,
by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the	County,
and <u>Verasset Physical Inventory Services</u> , of the City of <u>Manchester</u> , State of New Har	npshire,
hereinafter designated the Contractor.	-

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the Services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Finance Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract 062817** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract 062817** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Professional Services Contract 062817**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the Services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs. attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

## 1. Commercial General Liability - Occurrence Form

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

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

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

## 2. Worker's Compensation and Employers' Liability

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

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

## 3. Automobile Liability

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

Combined Single Limit (CSL)

\$1,000,000

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

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

Each Claim Annual Aggregate \$1,000,000 \$2,000,000

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

- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department**, **1400 E. Ash St.**, **Globe**, **AZ**, **85501** or email to **bhurst@gilacountyaz.gov**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

**ARTICLE 6 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 7 - WARRANTY: Contractor expressly warrants that all goods or Services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or Services will conform to any statements made on the containers or labels or advertisements for such goods, or Services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or Services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or Services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or Services, Contractor warrants that such goods or Services will be fit for such particular purpose. Contractor warrants that goods or Services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or Services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense. defects of any goods or Services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or Services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and Services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for Services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 10 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the Services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the Services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 11 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or Services covered under this Addendum.

ARTICLE 12 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 13 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 14 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 15- TERM: The Contract commences on July 1, 2017 and remains in effect through October 31, 2017.

ARTICLE 16 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \_\_\$18,000.00 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for Services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** Professional Services Contract No. 062817 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY** 

James Menlove, County Manager

Date: 1.26-1

VERASSET PHYSICAL INVENTORY SERVICES

Signature

Print Name

We have assessed your project requirements and established the most time and cost efficient approach to get the physical inventory project completed. Based on taking inventory, photographing, and asset tagging approximately 1,200 fixed assets across 2 geographic location (10 sites), we would apply 2 experienced Inventory Specialists to complete the work over the course of 1 week (5 business days).

The process entails our personnel visiting each facility, seeking out asset types that are recorded on the fixed asset accounting, electronically recording asset and location specific data (such as serial number, asset tag number, model number, manufacturer, location, etc.), taking a digital image of each asset, and applying an asset tag to all assets. At the end of the project, the results will be provided in an electronic format suitable for your needs (usually MS Excel). The results provided will enable you and your team to reconcile our findings to the fixed asset accounting records.

Our Inventory Specialists have extensive experience working in environments similar to yours and with similar asset types. We guarantee thorough and accurate results with all of our service engagements. Total cost for the physical inventory will be an all-inclusive fixed fee of \$7,900.00.

As I mentioned, we can also reconcile the asset accounting for you. Most of our service engagements entail conducting physical inventory and reconciliation of the fixed asset register in support of regulatory compliance such as GASB, SOX, and audit. We offer this service at fixed fee as well, which is based on complexity of the data to be reconciled. We would anticipate approximately 5 additional days of onsite work for reconciliation and another 5 days for generating final reports. Start to finish, we would anticipate 3 weeks of work to complete inventory and reconciliation and provide our findings.

Final deliverables entail 2 MS Excel spreadsheets- 1) Reconciled Asset Accounting — each record within the asset accounting will be assigned several columns stating reconciliation status (Reconciled, Disposed, Missing, Retired, etc.), each reconciled asset will have a logical link to the physical inventory database. 2) Physical Inventory Database — MS Excel spreadsheet containing all assets found during PI with recorded asset and location data and logical link to reconciled entry on Asset Accounting. We also provide a formal, detailed Reconciliation Report that describes the process, findings, and recommendations. This document serves as a complete audit trail. Total cost for reconciliation is a fixed fee of \$7,600.00. The combined cost for physical inventory and reconciliation would be \$15,500.

I will be happy to answer any questions you may have and/or discuss in more detail as needed.

Best regards,

Adam

Adam M. Vinecombe Office: +1 603 471 3862

avinecombe@verassetcorp.com

## ATTACHMENT "A" TO SERVICE AGREEMENT NO. 062817 PAGE 2 OF 2

Location Name	Address	City	State	Zip
Gila County Courthouse	1400 E Ash St	Globe	AZ	85501
Gila County Courthouse-Guerrero	1400 E Ash St	Globe	AZ	85501
Gila County Courthouse-Copper	1400 E Ash St	Globe	ΑZ	85501
911 Dispatch Center - Wood Structure	1400 E Ash St	Globe	AZ	85501
Gila County Fairgrounds	900 E Fairgrounds Rd	Globe	ΑZ	85501
Sheriff's Office Task Force Bldg-Fairgrounds	900 E Fairgrounds Rd	Globe	AZ	85501
Russsel Gulch Landfill	5891 E Hope Lane	Globe	ΑZ	85501
Gila County Central Heights Complex	5515 S Apache	Globe	AZ	85501
Gila County Public Works	745 N Rose Mofford Way	Globe	ΑZ	85501
Gila County Sheriff's Office	1100 S South St	Globe	AZ	85501
Gila County Jail	1100 S South St	Globe	ΑZ	85501
Sheriff's Office Administration	Monroe St	Globe	AZ	85501
Gila Couny Animal Control	700 W Hackney	Globe	AZ	85501
Gia County Juvenile Detention Cener	1425 S South St	Globe	AZ	85501
Payson County Administration	610 E Highway 260	Payson	ΑZ	85541
Payson Courts Complex	714 S Beeline Highway	Payson	ΑZ	85541
Star Valley Maintenance	5320 Highway 60	Payson	ΑZ	85541
Gila County Jail		Payson	ΑZ	85541
Buckhead Mesa Landfill	1321 E Buckhead Mesa Landfill Rd	Payson	AZ	85541
Gia County Roosevel Sheriffs Sub-station	28449 N. Highway 188	Roosevelt	AZ	85545
Tonto Basin Public Works		<b>Tonto Basin</b>	AZ	85553
Pine Public Works	3180 Old County Rd	Pine	AZ	85544

#### ATTACHMENT "B" TO PROFESSIONAL SERVICES AGREEMENT NO. 062817

Hi Teresa,

I have spent some time reviewing the FAR and the location lists. Based on the number of locations we need to visit, we would take the approach of sending a 4 person inventory team and splitting into 2 groups to complete the work over the course of a week. One group would likely focus solely on Globe, while the other would handle Payson, Roosevelt, Tonto Basin and Pine.

Through our assessment of the FAR provided (and with an understanding that an update is coming), our focus would be on Machinery and Equipment and potentially some items listed under Buildings (HVAC, security systems, etc.). The remainder of the reporting categories would fall outside of our scope, including: Improvements, INFR, and Land.

With a focus on M&E and Buildings, in the current FAR, we are looking at just under roughly 300 entries/line items (this does not include assets that are fully depreciated or have been flagged as deleted) with a combined NBV of approximately \$3.2m. This would be the target for our reconciliation effort.

We will need to coordinate with each department to ensure we can get to most of the vehicles and heavy machinery throughout the week as these represent significant value/expense to the county. Can you get a complete list of vehicles and heavy machinery that are maintained by the various departments?

It would also be helpful to get the updated FAR ASAP so we can begin organizing it for our use during the onsite inventory process. We will initially identify what is in our scope of work and filter anything that is not. Our scope is aimed at: tangible, movable capital fixed assets with an acquisition value of \$5,000 and greater that have not been fully depreciated.

Based on this approach, we will commit to completing the project for a fixed fee of \$18,000.

Adam M. Vinecombe Office: +1 603 471 3862

avinecombe@verassetcorp.com