

PURSUANT TO A.R.S. § 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF 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). THE MEETING IS ALSO TELEVISED TO THE GILA COUNTY TOMMIE CLINE MARTIN COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 707 S. COLCORD ROAD, PAYSON, ARIZONA.

Citizens may watch the Board meeting live-streamed at:

<https://www.youtube.com/channel/UCkCHWVqrI5AmJKbvYbO-k2A/live>

Citizens may submit written comments related to the August 30th Special Meeting agenda by no later than 5 p.m. on Monday, August 29th, by emailing the Chief Deputy Clerk of the Board at mhenderson@gilacountyaz.gov or calling 928-402-4390. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name, and residence address in the email.

SPECIAL MEETING - TUESDAY, AUGUST 30, 2022 - 10:00 A.M.

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

2. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to Convene a public hearing to hear from citizens on the FY 2022 Community Development Block Grant (CDBG) Application for CDBG Regional Account funding in the amount of \$118,158 that will be used for six proposed CDBG emergency repair projects, in Gila County; and authorize the submittal of the Application to the State of Arizona Department of Housing. **(Malissa Buzan)** Authorized

3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve a grant application with the United States Forest Service to accept a congressionally directed earmark award of \$609,000 to be used for maintaining water storage systems for wildfire protection in Gila County with the understanding Approved

that this funding comes with a 1:1 match of \$609,000 for Gila County that can be in cash, in-kind activities, or a combination of both for the period of March 2022 through September 2025.
(Michael O'Driscoll)

- | | | |
|----|---|----------------------|
| B. | Information/Discussion/Action to Award Invitation for Bids 052422 to Perkins Cinders, Inc. in the amount of \$9.95 per ton. (Steve Sanders) | Awarded |
| C. | Information/Discussion to consider draft Human Resources Policy No. BOS-HRS-017 and Administrative Procedures HRS-017. (Rick Husk) | Discussed |
| 4. | CALL TO THE PUBLIC: A 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 A.R.S. §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date. | No
Comments |
| 5. | At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented. | Comments
Provided |

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-7510

Public Hearing 2. A.

Special BOS Meeting

Meeting Date: 08/30/2022

Submitted For: Malissa Buzan

Submitted By: Lisa Wilckens, Fiscal Services Manager

Department: Community Services

Division: Administration

Fiscal Year: 2022-2023

Budgeted?: Yes

Contract Dates 2022-2023

Grant?: Yes

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Approval of a Community Development Block Grant (CDBG) Application for Fiscal Year (FY) 2022 Regional Account (RA) Funding.

Background Information

The Community Development Block Grant (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, and 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; preventing or eliminating slum and blight, or addressing an urgent need due to a natural disaster or human health hazard.

Evaluation

This agenda item has several purposes, as follows:

1) Receive authorization to submit the CDBG grant applications for CDBG Regional Account (RA) funds by adopting Resolution No. 22-01-01. (Resolution No. 22-01-01 was adopted by the Board on January 14, 2022, this requirement is fulfilled.) Federal funds are funneled through the Arizona Department of Housing (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. If awarded, RA funding would be in the amount of \$118,158; and if awarded, Resolution No. 20-06-02 authorizes the Community Services Department to submit the CDBG application to ADOH.

2) One of the application requirements is to adopt Owner-Occupied Housing Rehabilitation Guidelines (OOHRG). The OOHRG was last reviewed by the Community Services Department on January 14, 2022. Resolution No. 22-01-02 was adopted by the Board on January 14, 2022.

3) Another application requirement is to adopt a Residential Anti-Displacement and Relocation Assistant Plan (Plan). Resolution No. 22-01-03 was adopted by the Board on January 14, 2022, as it outlines in the Plan.

4) Public Hearings - 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, is the Board of Supervisors. The ADOH allows the two public hearings to be combined when applying for RA funding.

Conclusion

If approval is granted and funding awarded, the Gila County Community Services Department, Housing Services, will be able to provide housing emergency repairs to approximately six eligible citizens residing in Gila County.

Recommendation

The Community Services Department Director recommends that the Board of Supervisors hold a public hearing to hear from citizens on the FY 2022 Community Development Block Grant (CDBG) Application for CDBG Regional Account funding; and authorize the submittal of the Application to the State of Arizona Department of Housing.

Suggested Motion

Information/Discussion/Action to Convene a public hearing to hear from citizens on the FY 2022 Community Development Block Grant (CDBG) Application for CDBG Regional Account funding in the amount of \$118,158 that will be used for six proposed CDBG emergency repair projects, in Gila County; and authorize the submittal of the Application to the State of Arizona Department of Housing. **(Malissa Buzan)**

Attachments

CDBG Application

Resolution No. 22-01-01

Resolution No. 22-01-02

Resolution No. 22-01-03

CDBG Disclosure Agreement

Certifications for FY22

Form For Approval As To Form



COMMUNITY DEVELOPMENT BLOCK GRANT

Checklist FORM 1

1. Applicant: Gila County Community Services

2. Activity Name: Regional- Emergency Repair

CDBG Application (Forms 2 through 5)

Project Location Maps *Attached as page(s) _____*

Project Service Area (area of benefit) Maps *Attached as page(s) _____*

Public Participation Documentation *Attached as page(s) _____*

Resolution to Apply *Attached as page(s) _____*

Colonia Resolution (if applicable) *Attached as page(s) _____*

Leverage Resolution (if applicable) *Attached as page(s) _____*

Slum/Blight Resolution (if applicable) *Attached as page(s) _____*

Relocation Assistance Resolution (if applicable)* *Attached as page(s) _____*

Special Survey (if applicable) *Attached as page(s) _____*

American Community Survey/Census Data *Attached as page(s) _____*

Neighborhood Revitalization Strategy (NRS) Resolution (if applicable) *Attached as page(s) _____*

NRS Approval *Attached as page(s) _____*

Housing Rehabilitation Guidelines Approval (if applicable) *Attached as page(s) _____*

Environmental Review Record (ERR) and Approval (if completed) *Attached as page(s) _____*

CDBG Application Certifications (after upload to CDBG Portal, original to be mailed to ADOH) *Attached as page(s) _____*

Disclosure Report (after upload to CDBG Portal, original to be mailed to ADOH) *Attached as page(s) _____*

Other: _____ *Attached as page(s) _____*

(insert document title)

Other: _____ *Attached as page(s) _____*

(insert document title)

Other: _____ *Attached as page(s) _____*

(insert document title)

Other: _____ *Attached as page(s) _____*

(insert document title)

** If project involves acquisition, demolition of an occupied structure, eminent domain, or displacement/relocation of persons you will be required to have a Relocation Assistance Plan and adopt a Relocation Assistance Resolution.*



COMMUNITY DEVELOPMENT BLOCK GRANT
Application Cover Sheet
FORM 2

A. Regional Account (RA) COG: _____ B. State Special Project (SSP)

C. Colonias D. NRS ~ Date Approved: _____

Approval on Page: _____

1. Applicant: Gila County Community Services 2. Congressional District: 1,4
 SAM.gov UEI#: C8EKKJK67XB1 Legislative District: 6,7,8

3. Applicant Address (including 9 digit zip code):
5515 S. Apache Ave. Suite 200, Globe AZ 85501-4430

4. Contact Person & Title (Grantee): <u>Malissa Buzan Director</u> Phone Number / E-mail: <u>928-425-7631 mbuzan@gilacountyaz.gov</u>	5. Contact Person & Title (COG/Other): <u>Lisa Wilckens Finance Manager</u> Phone Number / E-mail: <u>928-402-8652 lwilckens@gilacountyaz.gov</u>
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6. Complete the following information for the activities for which you are requesting funds in a single contract.

a. Activity Name	b. CDBG Funds	c. Non-CDBG Funds (Leverage)	d. Fund Type	e. Total Funds
1. Administration	\$21,268			\$21,268
2. <u>OOHR Emergency Repair</u>	\$96,890			\$96,890

7. Total CDBG Funds Request for this Project (Activities #1 and #2): \$118,158

8. **Certification:** 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: Woody Cline Title: Chairman of the Board of Supervisors

Application Cover Sheet

FORM 2

- A., B., and C. Indicate whether this application is a to a Regional Account, SSP or to the Colonias set-aside. If to a Regional Account, indicate which COG by name (NACOG, WACOG, CAG or SEAGO).
- D. Indicate if the application includes a Neighborhood Revitalization Strategy (NRS). An NRS must be approved **before** the application is submitted and the application must include a copy of the approval letter from ADOH.

LINE ITEM INSTRUCTIONS

1. Provide the name of the Applicant Unit of Local Government and the DUNS Number.
2. Indicate the Congressional (federal) and Legislative (state) district(s) in which your community is located.
3. Provide the complete mailing address, including the full nine (9) digit zip code of the Applicant.
4. Enter the name, title, telephone number, and e-mail address for a **Contact Person** who is a local government employee or elected official.
5. COG staff may be named if they are responsible for the administration of the contract/project. If so, enter the name, title, telephone number, and e-mail address.
- 6.a List only **ONE (1)** activity other than Administration. Please include a descriptive activity name (i.e. Public Works - Water Line Replacement; Neighborhood Facility - Senior Center Construction).
- 6.b Show the amount of CDBG funds requested for each activity. If Activity #1 (Administration) will not be funded with CDBG funds, enter "0" in the space.
- 6.c Show the total of all Non-CDBG Funds (Leverage) that will be necessary to complete the activity. *(Leverage must meet the definition in the specific COG's MOD (for an RA application) or the definition in the CDBG Application Handbook (for an SSP application) and must be tracked by the community.)*
- 6.d Indicate the type of funds (i.e. WIFA Loan, General Funds, In-kind Labor, etc.). Include a copy of either an adopted resolution or legally binding commitment to support the guarantee of other funds.
- 6.e Total of 6b. and 6c. for each activity.
7. Show the total amount of **CDBG funds** from the two (2) activities listed in #6.
8. Only the Chief Elected Official or other individual as **authorized by the governing body of the applicant** in the Resolution to Submit an Application for CDBG funds can provide this signature, name, title, and date.



**COMMUNITY DEVELOPMENT BLOCK GRANT
Budget Summary - Administration
FORM 3**

1. Applicant: Gila county Community services 2. Activity Name: OOHR

ITEM			a. CDBG Funds	b. Non-CDBG Funds (Leverage)	c. TOTAL
3. TAAP. Total costs for COG Technical Assistance and Application Preparation (as per local government/COG agreement)					\$0
4. Internal Staffing	Rate of Pay	Hours			
4.1 Position: <u>Director</u>	\$54.48	200	\$7,796		\$7,796
4.2 Position: <u>Fiscal</u>	\$30.42	180	\$7,167		\$7,167
4.3 Position: <u>Acct Clerk</u>	\$23.36	180	\$4,205		\$4,205
5. Professional Services (contractual - i.e. COG, grant writer, consultant, estimator, etc.)					
5.1 For: _____					\$0
5.2 For: _____					\$0
5.3 For: _____					\$0
5.4 For: _____					\$0
6. Travel			\$1,000		\$1,000
7. Office Supplies and Equipment			\$300		\$300
8. Advertising/Publications (application related)			\$800		\$800
9. Indirect Costs (% documented by copy of approved Indirect Cost Allocation Plan)					\$0
10. Other Administrative Operating Expenses (<i>specify</i>)					
10. Item 1: _____					\$0
10. Item 2: _____					\$0
10. Item 3: _____					\$0
10. Other (Fair Housing, Section 504, etc.) (page _____)					\$0
SUBTOTAL - Administration			\$21,268	\$0	\$21,268



**COMMUNITY DEVELOPMENT BLOCK GRANT
Budget Summary - Project Related
FORM 3**

ITEM	a. CDBG	b. Non-CDBG (Leverage)	c. TOTAL
11. Environmental Review Record (ERR)	\$0		\$0
12. Design/Engineering/Inspection (or other professional services related to project) <input type="checkbox"/> Previously procured (attached as page _____) <input type="checkbox"/> Procure <input checked="" type="checkbox"/> In-House	\$7,200		\$7,200
13. Contracted Construction Work	\$66,058		\$66,058
14. Fixed Asset Equipment (documentation must be attached as page _____ regarding usage rate, number of hours to be used, type of equipment, etc.)			\$0
15. Land Acquisition (includes easements; <i>must comply with the Uniform Relocation Act</i>)			\$0
16. Rehabilitation Services (if this exceeds 20% of the total activity costs, explanation attached as page _____) <input type="checkbox"/> Procure <input checked="" type="checkbox"/> In-House	\$23,632		\$23,632
17. Construction Materials (non-contracted or in-house)			\$0
18. Employees (documentation must be attached as page _____ regarding employees' names, titles, project duties, wages, number of hours)			\$0
19. Offender Labor (agreement attached as page _____)			\$0
20. Volunteer Labor			\$0
21. Equipment - Rent vs. Purchase (documentation must be attached as page _____ regarding usage rate, number of hours to be used, type of equipment, etc.)			\$0
22. Other Project Specific Expenses (attached as page _____)			\$0
SUBTOTAL - Project Related	\$96,890	\$0	\$96,890
GRAND TOTAL	\$118,158	\$0	\$118,158
23. Provide a narrative explanation on the source of funds listed in Column b.			

Budget Summary FORM 3

1. Provide the name of the Applicant Unit of Local Government.
2. Provide the name of the activity.
3. Show **ONLY** the costs of Technical Assistance and Application Preparation (TAAP) provided by the COG.
4. Show the title of the position, the hourly rate of pay, and the number of hours dedicated to the application preparation and administering the activities in this application (i.e. Town Clerk / \$20.00 / 200 hours; Accountant / \$35.00 / 100 hours). In Column 4a, enter the amount of internal staff pay that will be attributed to the CDBG funds. In Column 4b, enter the amount of internal staff pay that will be attributed to Non-CDBG (Leverage) funds.
5. Show the amounts to be expended on contracted services. These items cover those services generally provided under a professional services contract or letter of agreement for administration of the grant (i.e. legal or accounting services, COG grant administration, audits).
6. & 7. Indicate the amounts necessary to administer the activities in this application.
8. Show the amount for the required newspaper advertising; the cost of Public Participation Notices and advertisement for application preparation.
9. 2CFR200 allows for the charging of certain indirect costs to the CDBG program. The applicant must submit a copy of the approved Indirect Cost Allocation Plan with the application.
10. Describe all costs related to the application for, and administration of, **THIS** specific application including those associated with Fair Housing and Section 504. **NOTE: If these costs will exceed \$1,000, attach a separate detailed budget and reference the page number.**
 - Examples of costs to "affirmatively further fair housing include preparation of an Analysis to Impediments or a Fair Housing brochure, publicity relating to fair housing activities, and travel expenses for consultants to present fair housing programs.
 - Examples of Section 504 costs include time devoted to updating a self-evaluation and transition plan, publication of notices, and outreach mailings. These costs can even include the purchase of small items of equipment such as door handles, a drinking cup dispenser, and appropriate signage.
 - Examples of other costs include subscriptions, postage, telephone, vehicle expenses, insurance, education/training, and registration fees.
11. Indicate the costs of preparing the Environmental Review Record (ERR). Costs could include staff time, postage, public notices or an archeological study. The ERR must encompass the entire "project" or all phases of a multi-year project regardless of the funding source if CDBG funds are involved in some aspect of the project. *Costs should be reasonable based on the level of environmental review and the hours required to prepare the record. For example, the total work hours required to complete an Environmental Assessment record is 40 to 50 hours on average.*

12. Indicate the cost of this service and whether this service was or will be competitively procured, or if the service will be provided by applicant's staff.

NOTE: Unless the applicant's professional service provider was procured as follows, the applicant cannot use his/her services and will have to procure such services competitively.

- was competitively procured in compliance with CDBG Program requirements as provided in the *Procurement, Contracts and Acquisition Handbook* ;
- documentation of previous procurement and contract must be provided to the CDBG Program;
- procurement took place within the last five (5) years;
- the procurement of the professional service was either specific to the services to be provided in this grant or inclusive of such services and any and all other services required by local government (i.e. if the engineer was procured ONLY to design the town's streets, his/her services cannot be used for the water system to be constructed with this grant unless the procurement also included water and other services.)

"In-house" is defined as a full or part time employee of the applicant who is on the applicant's payroll. A business, with its own tax ID, is not considered an "in-house" employee, even if it consists of just the one (1) individual working for the community.

13. This line is for construction work that will be competitively procured.

14. This line is for allowable fixed asset equipment usage costs that will be used for this project. For a local government's use of its own equipment, FEMA rates or documentation of low market rate through competitive process must be documented. (For FEMA rates, go to www.FEMA.gov or contact your CDBG Program Specialist.)

15. Acquisition includes permanent easements and long-term leases. Any applicant that intends to acquire land related to the proposed project (regardless of funding source), must indicate it here. By completing this section, the applicant documents whether there will be any acquisition ASSOCIATED with the CDBG-funded project (vs. paid for with CDBG funds), and if such will take place, the applicant agrees to comply with the Uniform Relocation Act (URA). See the *Procurement, Contracts & Acquisition Handbook* for detailed information about the URA.

16. Rehabilitation Services are generally limited to twenty percent (20%) of the total activity cost (not just the CDBG portion). If the amount will be significantly more or less than that amount, provide a rationale and identify the page number. Indicate if such services will be implemented by existing "in-house" staff or will be/have been competitively procured. *The same definition of "in-house" vs. "procured" applies as in Line 12.*

17. Indicate costs for construction materials and supplies to be used for activity completion that are not included in the contracted construction work.

NOTE: For amounts in excess of \$1,000, a separate budget detailing the quantities and descriptions must be included.

18. Indicate the cost paid by CDBG and non-CDBG dollars on this line item. Include an attachment, identified by page number, of in-house employees' names, titles, project duties, wage rate, and the number of hours of work.

19. Indicate the costs associated with offender labor. Include the Inter-governmental Agency (IGA).

20. Indicate the costs associated with volunteer labor. Include letters of commitment for at least 125% of the needed volunteer labor. Include copy of volunteer plan.
21. Indicate cost of rented equipment to be used on the project. For equipment rental, obtain at least three (3) quotes for rates and select the lowest priced vendor.
22. Indicate other project specific costs not previously accounted for in other line items.

NOTE: For amounts in excess of \$1,000, a separate budget detailing the quantities and descriptions must be included.

23. Provide a narrative description of the non-CDBG funding listed in Column b including the name of the funding source and whether the funds are fully committed or applied for etc. If you require additional space, you may attach another page.



**COMMUNITY DEVELOPMENT BLOCK GRANT
Activity Description and National Objective Compliance
FORM 4**

1. Applicant: Gila county Community services 2. Activity Name: OOHR

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 emergency repair assistance to at least 6 homes. This activity will be conducted within Gila County boundaries except on reservation land. Emergency Repair will complete 6 or more projects at an average of 10,000 (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 first come first served basis from Gila County Housing Services wat list. All emergency repairs and applicant services will be done by in-house staff and all construction services will be done by licensed and insured general contractors that meet the Gila County and state criteria.

4. Project Location & Service Area (area of benefit) Map(s) attached as page(s): _____

ACTIVITY DESCRIPTION/SCOPE OF WORK: Check eligible activity from the list below. Provide the narrative scope of work for the activity at 5. and the reason for the project at 6.

- | | | |
|---|--|---|
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Road/Street Improvements | <input type="checkbox"/> Acquisition |
| <input type="checkbox"/> Public Service | <input type="checkbox"/> Community Facility | <input type="checkbox"/> Demolition |
| <input checked="" type="checkbox"/> Housing | <input type="checkbox"/> Neighborhood Facility | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Jobs | <input type="checkbox"/> Removal of Barriers (ADA) | <input type="checkbox"/> Public Safety Facilities & Equipment |

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.)

Over the past years, our Emergency Repair waiting list has continued to grow and currently we are at over a hundred on our list. Emergency repair has never been more important to our community, the health and safety needs of our extremely old housing stock have hit our elderly, disabled, and low-income population in a very negative way. We put emphasis on maintenance of their property and keeping their yards clean for the good of the community. Also making this part of the agreement and lien.

6. Why is the Project necessary? Describe in detail the problems, conditions, and other factors that indicate the need for the activity.

Gila county has an area of 4758 square miles with less than 3% private property, with a high percentage of homes built before 1939. The older housing stock is in poor condition, especially in the Southern part of Gila county. Gila County has a percentage of the elderly and low-income population remain in their homes.

NATIONAL OBJECTIVE COMPLIANCE

7. To be eligible for funding, the Project must fall under one (1) of the following National Objectives. Please check the category (only one (1)) that applies to this activity. If there are sub-categories under the chosen National Objective, select the appropriate sub-category.

Insert the following information in support of National Objective Compliance. (REQUIRED)

Census Tract _____ Block Group _____

Total Beneficiaries 6 Low-mod Beneficiaries 100% Low-mod % _____

- Low-Mod Income Benefit**
- Slum or Blight Benefit**
- Urgent Need**
- Area Wide
- Target Area
- Limited Clientele
- Spot
- Housing
- Jobs

Applicable support documentation (i.e. current LMISD or income survey or slum/blight resolution or federally declared disaster, etc.) attached as page _____.

(Please note: some projects types may require additional information such as service area demographics. You will be contact by your CD&R Specialist if further information is needed.)

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 that meets health and safety standards for those low to moderate homeowners. Gila County targets, among other things, energy efficiency, keeping existing housing safe and healthy for this specific population, in addition to helping the local community in Neighborhood Revitalization efforts

Activity Description and National Objective Compliance FORM 4

1. Provide the name of the Applicant Unit of Local Government.
2. Provide the name of the activity.
3. Describe the project location and area of benefit. (Although a project location may be within the border of a community, it does not necessarily benefit every community member. If the project is housing, limited clientele, or public service, the area of benefit would describe the persons being served by the project.)
4. Attach project locations maps and indicate the page number in the application for the map(s) location(s).
5. Describe the activity scope of work and its intended accomplishments. The description must include the following components and contain both quantitative and narrative information.
 - Name and address of the project, including the nine (9) digit zip code;
 - Name of street(s), neighborhood, or building/facility, and address if a building or specific facility.
 - Name of unincorporated community and relationship to major landmarks, if applicable.
 - Indicate the dimensions and diameter of all major components of the proposed activity. If the project is extensive and has a number of components, prioritize those components.
 - Indicate the type of materials to be used for the proposed project.
 - Indicate if the activity will replace or provide new items.
 - Indicate the dimensions of the existing facility and the proposed expansion.
 - Provide the name and address of the sub-recipient, if applicable (i.e. Fire Improvement District).
 - List the owner/operator of the facility or equipment, if applicable.
 - Describe the population that will be served and the percentage of the population that is low-mod income.
 - Note whether the acquisition of land or easements is required.
 - Note whether the project will take place in existing Rights of Way.
 - If other funds are involved, detail how the costs associated to both CDBG and non-CDBG funds will be allocated.
 - Indicate if the facility is ADA accessible.
 - Documentation that life of the improvement will be extended at least five (5) years.
6. Describe the problems, conditions, and other factors that indicate a need for the activity. Include copies of Notices of Violation or similar documentation from regulatory agencies if it helps to describe problem and conditions.
7. Indicate the National Objective and its sub-category (if applicable) by checking the appropriate box and filling in the required information.
8. Describe in narrative form how the activity (scope of work) meets the selected National Objective.

FORM 5
CDBG PROJECT TIMELINE/SCHEDULE OF COMPLETION

RECIPIENT INFORMATION			
Recipient			Date
Project Schedule	From:	To:	
Activity			
Recipient Address			Project City
Contact Person			Zip Code
Phone		E-mail	Fax
			Project County

CONTRACT SCHEDULE	CONTRACT DATE	COMPLETE ?

ADDITIONAL NARRATIVE INFORMATION

PROJECT TIMELINE/SCHEDULE OF COMPLETION FORM 5

Time frames requested/indicated on Form 5 will be used to determine the length of the contract with ADOH that is appropriate to the activity type. Implementation components (project milestones) already completed and recipient capacity for implementing must be considered when developing the timeline.

A CDBG Project Timeline/Schedule of Completion is used to define the readily identifiable major events which must be accomplished to initiate and implement the CDBG-funded activity, and includes all tasks of the proposed activity, both CDBG funded and non-CDBG funded. The CDBG Project Timeline/Schedule of Completion will convey to the CDBG Program how the activity will proceed, and must show any dependent relationships with other activities.

All CDBG funds must be drawn down within the contract period. Each activity must be completed (i.e. a National Objective benefit achieved) within the contract time period. However, in some cases non-CDBG funded components of an activity may take longer to complete (i.e. the construction of new housing by a private developer or the creation of jobs by a business).

RECIPIENT INFORMATION: Beginning at Line 5, column B - complete the green shaded boxes with the requested information.

CONTRACT SCHEDULE/CONTRACT DATE/COMPLETE ?: Beginning at Line 14 - insert the major events or components in Column A under the heading "Contract Schedule". Then insert the anticipated completion date for each of the major events or components in Column F under the heading "Contract Date". If an event or component of the CDBG Activity has already been completed (i.e. engineering, construction drawings, ERR), indicate the word YES in Column G under the heading "Complete ?". If the event has not been completed, simply leave this column blank.

EXAMPLE CONTRACT SCHEDULE EVENTS OR COMPONENTS: Pre-award approval; procurement of engineer; ERR; engineering; easement acquisition; procurement of construction contractor; construction, etc. For further information please see the SAMPLES attached.

PROJECT TIMELINES SHOULD BE REALISTIC TO THE PROJECT TYPE: For example, procurement of equipment (i.e. walk-in freezer, fire truck, etc.) is usually about a twelve (12) month or less activity where street improvements (i.e. drainage, sidewalk, etc.) may take closer to twenty-four (24) months.

ADDITIONAL NARRATIVE INFORMATION: If additional space for entering major events or components of the project is needed, attach a separate page, identify it by number and reference it in the space provided at Line 28 of the spreadsheet. Other relative narrative information, if applicable, can also be included in this space. For example, if there is a relatively long time between milestones for some reason, this is where you should provide an explanation.

The Form 5 CDBG Project Timeline/Schedule of Completion will be translated onto the recipient's Performance Report/Schedule of Completion (Attachment B) to the Funding Agreement when awarded. Recipient will then use the Attachment B for bi-monthly reporting or for indicating any changes to the awarded activity's Project Timeline/Schedule of Completion.

FORM 5
CDBG PROJECT TIMELINE/SCHEDULE OF COMPLETION

SAMPLE
NON-HOUSING



RECIPIENT INFORMATION			
Recipient	Town of Oz	Date	01/15/18
Project Schedule	From: 03/01/18	To: 12/30/19	
Activity	Yourstreet sidewalk improvements		
Recipient Address	1234 South Whatever Street	Project City	City of Oz
Contact Person	Suzie Expert	Zip Code	85999
Phone	(999) 999-9999	E-mail	susieexpert@mytown.gov
		Fax	(999) 888-8888
		Project County	Your County

CONTRACT SCHEDULE	CONTRACT DATE	COMPLETE ?
Environmental Review	03/01/18	YES
Engineering	05/30/18	
Finalize Plans and Specs	07/15/18	
Bid Document Preparation	07/30/18	
Obtain Required Permits	08/01/18	
Bidding Process Complete	12/30/18	
Construction Begins	01/30/19	
Construction Complete	08/30/19	
Inspections	09/30/19	
Complete Contract Close-Out	12/30/19	

ADDITIONAL NARRATIVE INFORMATION

FORM 5

CDBG PROJECT TIMELINE/SCHEDULE OF COMPLETION

**SAMPLE
OOHR**



RECIPIENT INFORMATION			
Recipient	Town of Oz	Date	11/30/17
Project Schedule	From: 01/15/18	To: 12/31/19	
Activity	Owner Occupied Housing Rehabilitation		
Recipient Address	1234 South Whatever Street	Project City	City of Oz
Contact Person	Suzie Expert	Zip Code	85999
Phone	(999) 999-9999	E-mail	susieexpert@mytown.gov
		Fax	(999) 888-8888
		Project County	Your County

CONTRACT SCHEDULE	CONTRACT DATE	COMPLETE ?
Environmental Review Clearance	01/15/18	
Contract Execution	03/31/18	
Completion of 4 units	09/30/18	
Completion of 8 units	04/30/19	
Completion of 12 units	11/30/19	
Project Complete-Contract Close Out	12/31/19	

ADDITIONAL NARRATIVE INFORMATION



RESOLUTION NO. 22-01-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2022 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

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

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

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three mandated Congressional National Objectives; and,

WHEREAS, the activities within this application addresses the community's identified housing and community development needs, including the needs of low and moderate-income persons; and,

WHEREAS, an applicant of State CDBG funds is required to comply with the program guidelines and Federal statutes and regulations.

THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the application to be made to the State of Arizona, Department of Housing, for FY 2022 CDBG funds; authorizes the Chairman of the Board of Supervisors of the County of Gila to sign an application and contract or grant documents for receipt and use of these funds for housing rehabilitation; and authorizes the Chairman of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said application; and

BE IF FURTHER RESOLVED that this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight, or addresses an urgent need that poses a threat to health; and that the County of Gila will comply with all

State CDBG Program guidelines, Federal statutes and regulations applicable to the State CDBG Program and the certifications contained in this application.

PASSED AND ADOPTED this 14th day of January 2022, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Marian Sheppard, Clerk of the Board

Tim R. Humphrey
Tim R. Humphrey, Chairman

Approved as to form:

Jessica Keck
The Gila County Attorney's Office



RESOLUTION NO. 22-01-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF HOUSING SERVICES PROGRAM GUIDELINES DATED AUGUST 3, 2021, IN RELATION TO AN APPLICATION FOR FY 2022 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR A HOUSING REHABILITATION ACTIVITY.

WHEREAS, Gila County is desirous of undertaking an Owner-Occupied Housing Rehabilitation Program; and,

WHEREAS, this program is funded with Community Development Block Grant Program (CDBG) funds provided by the State of Arizona CDBG Program, and,

WHEREAS, the State CDBG Program requires that every local government requesting CDBG funds for housing rehabilitation adopt specific guidelines for such a program; and,

WHEREAS, Gila County has developed such Owner-Occupied Housing Rehabilitation Guidelines (OO-HRGs) dated August 3, 2021, which have been pre-approved by the CDBG Program.


NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby adopts such OO-HRGs dated August 3, 2021, which shall be used to implement its CDBG-funded Housing Rehabilitation Program funded through its application for FY 2022 funds; and,


BE IT FURTHER RESOLVED that Gila County shall utilize such OO-HRGs without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the CDBG Program's CD-1 Form; with such revisions submitted to the CDBG Program within a maximum of 10 working days of authorization.

PASSED AND ADOPTED this 14th day of January 2022, at Globe, Gila County, Arizona

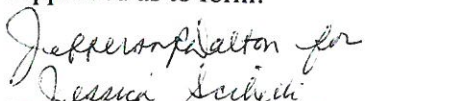
Attest:

GILA COUNTY BOARD OF SUPERVISORS


Marian Sheppard, Clerk of the Board


Tim R. Humphrey, Chairman

Approved as to form:


The Gila County Attorney's Office



RESOLUTION NO. 22-01-03

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS
ADOPTING A RESIDENTIAL ANTI-DISPLACEMENT AND
RELOCATION ASSISTANCE PLAN FOR FY 2022, 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 Anti-Displacement and Relocation Assistance Plan; and

WHEREAS, Gila County is submitting an application to the Arizona Department of Housing (ADOH) for CDBG funds.

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors does hereby adopt the Residential Anti-Displacement and Relocation Assistance Plan as described below.

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN
The County of Gila will replace all occupied and vacant occupy-able low/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 ADOH CDBG Program 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

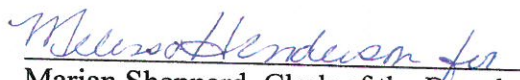
- bedrooms) that will be provided as replacement dwelling units;
5. the source of funding and a time schedule for the provision of replacement dwelling units;
 6. the basis for concluding that each replacement dwelling unit will remain an LMI dwelling unit for at least 10 years from the date of initial 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 Community Action/Housing Services will provide relocation assistance, as described in the Housing and Community Development Act of 1974, as amended, and will be implementing regulations to each LMI household displaced by the 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 14th day of January 2022, at Globe, Gila County, Arizona

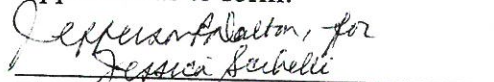
Attest:

GILA COUNTY BOARD OF SUPERVISORS


Marian Sheppard, Clerk of the Board


Tim R. Humphrey, Chairman

Approved as to form:


The Gila County Attorney's Office



Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531, P.L. 101-235 approved 12-15-89) and HUD implementing regulations at 24 CFR Part 12 contain disclosure requirements for State CDBG Applicants and Recipients. Subpart C of 24 CFR Part 12 requires Applicants for state-administered CDBG funds to make a number of disclosures if they meet a dollar threshold for the receipt of certain covered assistance. **All Applicants applying for ADOH CDBG funds must complete this CDBG Disclosure Report and submit with their application.**

Applicant: Gila County Community Services

CDBG RA for FFY 2022 SSP for FFY _____

**CDBG DISCLOSURE REPORT
FEDERAL FISCAL YEAR
10/1/2022- 9/30/2023**

This form must be completed and submitted with each application for CDBG funds.

PART I - APPLICANT INFORMATION

1. Applicant, Complete Address with 9-digit zip code (zip plus 4):

Gila County Community Services 5515 S. Apache Ave suite 200 Globe Az 85501-4430

2. Phone Number:

928-425-7631

2. Federal Employer Identification Number: 024071339

3. Indicate whether this is: Initial Report Update Report # _____

4. Amount of this CDBG Grant Applied for: \$118,158

PART II - THRESHOLD DETERMINATION

1. Is the amount listed in 4(above) more than \$500,000? Yes No

2. Have you received, can reasonably expect to receive, or applied for other HUD assistance (through programs listed in Appendix A of the Instructions) during the current federal fiscal year, which when added to 4. (above) amounts to more than \$500,000? Yes No

PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

Provide the requested information for any other Federal, State and/or local governmental assistance *either awarded or applied for, which will be used in conjunction with this CDBG grant.*

Name and Address of Agency Providing or Applied to for Assistance	Program	Type of Assistance	Amount Requested or Awarded
Arizona Department of Housing	Weatherization	Weatherization	\$213,932.00
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

PART IV - INTERESTED PARTIES

Identify any person or entity that has a pecuniary interest in this project that exceeds \$50,000 or 10% of the CDBG assistance (whichever is lower). All consultants, developers or contractors involved in the CDBG application or in the planning, development or implementation of the project must be identified as an interested party unless procured through a competitive process.

List of all Persons with a Reportable Financial Interest in the Project	Social Security No. or Employer ID No.	Type of Participation in the Project	Financial Interest in the Project (\$ and %)
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %
			\$ / %

CERTIFICATIONS

APPLICANT CERTIFICATIONS FOR FY22

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 2 CFR part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
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 2 CFR 200, Subpart F – Audit Requirements; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

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

CERTIFIED BY:

Signature of Mayor or Chair of County Board

8/30/2022

Date

Woody Cline, Chairman Gila County Board of Supervisors
Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in each of the applications.

APPROVAL AS TO FORM

The Gila County Attorney's office has reviewed this agreement and approved it as to proper form as required by A.R.S. § 11-952(D). When reviewing this agreement for proper form we consider whether the following have been addressed:

1. Identification of parties.
2. Offer and acceptance.
3. Existence of consideration (we do not review to consider adequacy of consideration).
4. That certain provisions specifically required by statute are included (e.g. provisions concerning non-availability of funds and conflict of interest (A.R.S. § 38-511)).
5. That the agreement is within the powers and authority granted under the laws of the State of Arizona to the client.

We have not reviewed the agreement for other issues. Therefore, approval as to proper form should not be considered as approval of the appropriateness of the terms and conditions of the agreement of the underlying transaction. In addition, approval as to form should not be considered approval of the underlying policy considerations addressed by the agreement.

Dated

Signed

ARF-7519

Regular Agenda Item 3. A.

Special BOS Meeting

Meeting Date: 08/30/2022

Submitted For: Michael O'Driscoll, Director

Submitted By: Michael O'Driscoll, Director

Department: Health & Emergency Management

Division: Emergency Management

Fiscal Year: 2022 Budgeted?: No

Contract Dates March 15, 2022 - September Grant?: Yes

Begin & End: 30, 2025

Matching Yes Fund?: New

Requirement?:

Information

Request/Subject

Approval of a grant application to the United States Forest Service (USFS) to accept a congressionally directed earmark award of \$609,000 to be used for maintaining water storage systems for wildfire protection in Gila County.

Background Information

On March 15, 2022, through Senator Mark Kelly's office, Gila County was awarded \$609,000 in Congressionally directed earmark monies to be used for maintaining water storage systems for wildfire protection in Gila County. The award expires in September 2025.

When the \$609,000 was awarded, the funds went directly to the USFS for disbursement to Gila County. In our discussions with the USFS, it was discovered that since the \$609,000 was sent directly to USFS any disbursements of these funds must follow their grant application process. In further discussion with the USFS, we were informed that this funding has a 1:1 match requirement attached to it. This match can be financial, in-kind activities, or a combination of both. The in-kind match can be contributions consisting of donated time and effort, real nonexpendable personal property, and goods and services directly benefiting and specifically identifiable to the supported activity or project.

The breakdown of this Congressionally directed earmark award would be \$609,000 from the USFS with a \$609,000 match from Gila County (financial, in-kind activities, or a combination) for a total of \$1,218,000.

Evaluation

Increasing the capability of fire suppression efforts is vital to the protection of Gila County residents' life and property in areas prone to wildfires. This funding will assist in fighting fires early, saving on response and recovery costs. This award will allow Gila County to update and maintain the current water tanks and storage facilities systems that are strategically placed in high-risk wildfire areas.

Currently, Gila County has 14 high-priority water tanks and storage systems locations throughout high-risk wildfire areas. Many of these 14 sites have old water bladders with deteriorating water storage tanks. This funding will provide the opportunity for the evaluation and purchase of new water tank storage systems to replace the dilapidated tanks and old bladders.

Conclusion

Due to the age and condition of our current water tanks and storage systems that the USFS uses for quick wildfire suppression and response in high-risk areas of Gila County, this funding would greatly assist in upgrading those systems at the 14 locations throughout the county.

Recommendation

It is the recommendation of the Gila County Health & Emergency Management Department Director that the Board approve a grant application to the USFS and accept a congressionally directed earmark award of \$609,000 to be used for maintaining water storage systems for wildfire protection in Gila County with the understanding that this funding comes with a 1:1 match of \$609,000 for Gila County that can be in cash, in-kind activities, or a combination of both for the period of March 2022 through September 2025.

Suggested Motion

Information/Discussion/Action to approve a grant application with the United States Forest Service to accept a congressionally directed earmark award of \$609,000 to be used for maintaining water storage systems for wildfire protection in Gila County with the understanding that this funding comes with a 1:1 match of \$609,000 for Gila County that can be in cash, in-kind activities, or a combination of both for the period of March 2022 through September 2025. **(Michael O'Driscoll)**

Attachments

SF424-Application for Federal Assistance

USFS Financial Capability Form

USFS Civil Rights Form

USFS Certificate Lobbying Form

Preliminary Budget Proposal

Felony Tax Delinquent Form

Budget Information Summary
Additional Grant Application Detail

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Gila, County of"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="86-6000444"/>	* c. Organizational DUNS: <input type="text" value="074462102000"/>	
d. Address:		
* Street1: <input type="text" value="1400 E Ash St"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Globe"/>	County/Parish: <input type="text"/>	
* State: <input type="text" value="AZ: Arizona"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="85501-1493"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Health and Emergency Managemen"/>	Division Name: <input type="text" value="Emergency Management"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Michael"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="O'Driscoll"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Director, Health and Emergency Services"/>	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="928-402-8767"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="O'Driscoll, Michael <modriscoll@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 - Forest Service

11. Catalog of Federal Domestic Assistance Number:

10.723

CFDA Title:

CFDA 10.723 Community Project Funds - Congressionally Directed Spending

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

Wild fire protection - maintain water storage systems for wild fire protection in Gila County.

14. Areas Affected by Project (Cities, Counties, States, etc.):

Dip Tanks 2022.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Maintain water storage systems for wild fire protection in Gila County.

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

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="609,000.00"/>
* b. Applicant	<input type="text" value="609,000.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="1,218,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:



FINANCIAL CAPABILITY QUESTIONNAIRE
FISCAL YEAR: 2021

Adequate accounting systems should meet the following criteria as outlined in the Office of Management and Budget's (OMB) Circular of Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 CFR Part 200, as implemented by USDA regulations 2 CFR Part 400.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

APPLICANT ORGANIZATIONAL INFORMATION

1. Name of Organization and Address:

Gila County, 1400 E Ash Street, Globe, Arizona 85501

2. Authorized Representative's Name and Title: Woody Cline, Chairman

3. Phone: 928 - 402 - 4401 ext.

4. Fax: 928 - 402 - 8755

5. Email: wcline@gilacountyaz.gov

6. Year Established:
1881

7. Employer Identification Number (EIN):
86 - 6000444

8. DUNS Number:
074 - 46 - 2102

9. Type of Organization: Local Government

10. Approximate Number of Employees: 556
Full Time (Paid): 500
Full Time (Volunteer): 12

Part Time (Paid): 56
Part Time (Volunteer): 6

FEDERAL AUDIT DATA

11. Have you been audited by a Federal agency?: Yes No

If yes, please indicate the type:

OMB A-133 Single Audit (required of institutions that annually expend over \$750,000 in federal funds)

Incurred Cost Accounting System Timekeeping

12. Date of Last Federal Audit/Review (m/d/yyyy): 8/30/2021

Audit Agency/Firm:
Arizona Auditor General

If findings are reported, explain: Finding 2020-101 County did not accurately compile SEFA, thus producing errors that required correction.

FINANCIAL STATEMENT AUDIT DATA

13. Date of Last Financial Statement Audit: 5/18/2022

Fiscal Period Audited:2021

Audit Firm: Arizona Auditor General

Auditor's Opinion on Financial Statement: Unqualified Opinion

Qualified, Disclaimer or Adverse Opinions

If other than unqualified, state reason:



If you have not had an audit completed in the last two years, please submit a copy of your most recent tax forms (990 for non-profits). If you do not have a current tax form, please explain:

ACCOUNTING SYSTEM

14. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants?

Yes No

15. If yes, provide name and address of Agency performing review:

Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.

16. Which of the following best describes your accounting system:

Manual Automated Combination

17. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?

Yes No Not Sure

18. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?

Yes No Not Sure

19. Does the accounting system provide for the recording of cost sharing or match for each grant? Can you ensure that documentation is available to support recorded match or cost share?

Yes No Not Sure

20. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?

Yes No Not Sure

21. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available for a grant?

Yes No Not Sure

22. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?

Yes No Not Sure

23. Is your organization generally familiar with the existing regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?

Yes No Not Sure

FUNDS MANAGEMENT

24. Is a separate bank account maintained for Federal grant funds?

Yes No

25. If a separate bank account is not maintained, can the Federal grant funds and related expenses be readily identified?

Yes No

PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES

PROPERTY STANDARDS

26. Does your property management system(s) provide for maintaining: (1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; & (9) ultimate disposition information?

Yes No Not Sure



27. Does your property management system(s) provide for a physical inventory and reconciliation of property at least every two years?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
28. Does your property management system(s) provide controls to insure safeguards against loss, damage or theft of the property?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
PROCUREMENT STANDARDS	
29. Does your organization maintain written procurement procedures which (1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
30. Does your procurement system provide for the conduct to ensure selection on a competitive basis and documentation of cost or price analysis for each procurement action?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
31. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? www.sam.gov	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
TRAVEL POLICY	
32. Does your organization maintain a standard travel policy or, if no policy exists, does your organization adhere to rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), and policies under the Federal Acquisition Regulations at 48 CFR 31.205- 46(a)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
SUBRECIPIENT MANAGEMENT	
33. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
INDIRECT COSTS	
34. My organization has an established indirect cost rate	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
35. If my organization chooses to charge indirect costs to the Federal award or use indirect costs as a match, you understand that you must prepare an indirect cost rate proposal and submit it to your cognizant Federal agency for approval. Alternatively, you may use a de minimus rate of 10% of modified total direct costs (MTDC).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION	
I certify that the above information is complete and correct to the best of my knowledge.	
Signature:	
Name:	Mary Jane Springer
Title:	Finance Director



Burden Statement

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 for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 1 hour 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 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 part of an individual's income is derived from any public assistance. (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 USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



**Civil Rights Compliance Review Record -
Federally Assisted Programs
(Ref. FSH 1709.11) Internal Use Only**

FS-1700-0006A (REV. 07/2019)
OMB 0596-0215 (EXP. 11/2018)

This form is for recording reviews of recipients of Federal Financial Assistance. Response is mandatory to retain or obtain benefits. This form provides the requirements for conducting a Civil Rights Compliance Review and is for INTERNAL use only. The purpose is to record: (a) the Reviewer's observations and information concerning a recipient's program or activity, and (b) the responses to questions listed in this review to gauge the recipient's level of compliance with Civil Rights laws, rules, and regulations, and policies while verifying the recipient's assurance certification to comply with Department Regulation 4330-2 and 7 CFR Subtitle A, Part 15 - Nondiscrimination, Subparts A and B.

Compliance in Equal Opportunity Program Delivery includes ensuring that no one is denied an equal opportunity to participate in, receive benefits from, and receive access to any program or service receiving financial assistance from the Federal government. Program delivery nondiscrimination compliance applies to both federally conducted programs (i.e. conducted directly by Federal agencies) and federally assisted programs (i.e., administered through a recipient/Special Use Permit holder). Program delivery compliance for federally assisted programs and activities falls under the following Civil Rights Acts: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1973; and the Age Discrimination Act of 1975, as amended.

The Forest Service reviewer should complete the Civil Rights Compliance Record by working with each individual applicant or recipient whose program or activity has been designated for review to determine the level of compliance with Civil Rights laws, as well as Federal regulations and policy. File the completed form in the applicant or recipient's case file. Give only a copy of Part V to the applicant and/or recipient, as a documented record of the Self-Assessment of Accessibility. It is necessary for the Forest Service to separate the CR Compliance Review form to protect the privacy of any individuals who agree to be interviewed during the post-award review. If the recipient requests a copy of the full review record, only the FS-1700-0006A record will be provided.

For purposes of this form, an "applicant" refers to a person, organization, or other entity applying for a permit, domestic grant, or cooperative agreement for Federal financial assistance. A "recipient" refers to any recipient of Federal financial assistance or funding, i.e. a partner receiving a grant or agreement, or holder of a Special Use Authorization (specifically a public service provider).

Burden Statement

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. Response to this information collection is mandatory to retain or obtain benefits. The valid OMB control number for this information collection is 0596-0215. The time required to complete this information collection is estimated to average 1 hour 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 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 part of an individual's income is derived from any public assistance. (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 USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

PART I - FOREST SERVICE RECIPIENT INFORMATION

It is necessary for the Forest Service to separate the CR Compliance Review form to ensure the privacy of any individuals who agree to be interviewed for the review. Form FS-1700-0006A serves as a comprehensive pre-award and post-award review record for recipients. The CR Review Forms will be kept with the recipient's file. However, if the recipient requests a copy of the full review record, only the FS-1700-0006A record will be provided.

1. FS Unit Name: Tonto (e.g., Region/Station/Area/Forest/District/Laboratory)
2. Program or Activity Title: Wild fire protection - maintain water storage systems for wild fire protection in Gila County.
3. Special Uses Code: _____ OR Grant Number: _____
4. Business / Organization Name: Gila County
 Business / Organization Phone Number: (928) 402-4401
 AND / OR Applicant / Recipient Last Name: Cline
 Applicant / Recipient First Name: Woody Phone Number: _____
5. Applicant or Recipient Address Line 1: 1400 E Ash Street
 Applicant or Recipient Address Line 2: _____
 Applicant or Recipient City: Globe State: AZ Zip Code: 85501
 Applicant or Recipient Email: wcline@gilacountyaz.gov
6. Today's Review Date: _____ 7. Previous Review Date: _____

PART II - PRE AWARD AND POST-AWARD CHECKLIST			
Indicate by checking one <input checked="" type="checkbox"/> Pre-Award Review <input type="checkbox"/> Post-Award Review			
REVIEWER RESPONSES			
Yes	No	N/A	If explanations are provided, enter in Part III.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	1. Has the Forest Service explained the civil rights responsibilities for nondiscrimination in federally assisted program delivery to the recipient and provided the program delivery brochure, required nondiscrimination poster, and information on the program complaint process?
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	2. Does the recipient's permit, agreement, or grant contain the appropriate clause assuring compliance with civil rights laws and statutes under program delivery (Title VI and related EO laws)?
APPLICANT/RECIPIENT RESPONSES			
Yes	No	N/A	If explanations are provided, enter in Part III.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	3. Will / Do your applicable publications, informational materials (including computer-based) and signs contain a statement of affiliation with the FS?
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	4. Will / Do the publications (e.g., brochures, advertisements) and other informational materials (including computer-based) you use contain the USDA nondiscrimination statement?
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	5. Will / Do you communicate to customers how to file a complaint with USDA? (Describe in Part III – Additional Information, below)
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	6. Will / Do promotional illustrations depict individuals representing diversity, i.e., race, color, national origin, sex, age, persons with disabilities?
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	7. Will / Is the <u>And Justice for All</u> poster (Form AD-475A) (be) in a visible location for program participants/customers and employees?
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	8. a. Are any of your program/project informational materials needed by your customers in languages other than English? If so, what actions have you taken to address this?
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	b. Do you take reasonable steps to ensure that persons with limited English proficiency receive the language assistance necessary (free of charge) for your programs and activities?
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	9. Do you gather voluntary information regarding the race, color, national origin, sex, age, and disability on the proposed and present membership of planning or advisory boards/councils to ensure diversity representation?
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	10. a. Before conducting outreach activities for your program or project, do you refer to census data or other information to identify the population (by race, color, national origin, sex, age, and disability) eligible to be served?
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	b. Do you then use this information in planning your outreach strategies?
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	11. Have any customers raised issues alleging discrimination or filed discrimination complaints against your program(s) in the past 2 years? If yes, describe in Part III – Additional Information
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	12. a. Have you explained the civil rights and nondiscrimination responsibilities to your employees?
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	b. Have you explained the above responsibilities to your sub-recipients?
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	13. Is (Are) your program(s) fully accessible to persons with disabilities? If no, explain in Part III – Additional Information
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	14. a. Are there any architectural barriers to your facilities preventing full accessibility to your program(s) by participants?
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	b. If yes, was an action/transition plan created to remove barrier(s) and maintained in your files? Describe progress in Part III, Additional Information.

PART III - SUMMARIES

ADDITIONAL INFORMATION

Use this section to describe or explain in more detail your answers to specific questions in Part II or Part IV.

Identify any deficiencies and/or barriers. Below, indicate actions to be taken by the Holder or Recipient/Applicant and the Forest Service to correct any deficiencies and/or barriers identified as a result of this review.

Reviewer Last Name: _____ Reviewer First Name: _____
Reviewers Signature: _____ Title: _____
Date: _____

PART IV - RECORD OF SELF EVALUATION FOR ACCESSIBILITY

Note: The applicant and recipient should retain a copy of the following section. The Forest Service will retain the original in the applicant's and/or recipient's case file or record.

Special Uses Code: _____ Grant Number: _____

Business Name: Gila County

Applicant/Recipient Last Name: Cline

Applicant/Recipient First Name: Woody Phone Number: (928) 402-4401

Yes No N/A

QUESTIONS:

<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<p>1. Did you conduct a "Self-Evaluation of Accessibility" according to Section 504 of the Rehabilitation Act of 1973, within one year after receiving a permit, agreement, or grant?</p> <p>If you answered NO to this question, answer the questions below to determine your level of compliance with accessibility requirements for your program or activity.</p>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	2. Do you review policies, practices, and procedures to ensure that none contains language that excludes qualified persons with disabilities from services??
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	3. Do you offer assistance, when appropriate, in filling out forms to qualified persons with disabilities?
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	4. Do you notify associations of/persons with disabilities of your services through public outreach efforts?
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5. Do you allow persons with disabilities to take an application home (upon request) to be completed, because the person's disability precludes completion on site?
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6. Do you ensure access to persons with mobility limitations or other impairments, if transportation services provided?
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7. Do you provide auxiliary aids and services to qualified persons with disabilities, e.g., large print menus or material, pen and paper at ticket sales offices?
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	8.a. Do you provide qualified sign-language interpreter services, if such services are requested?
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	8.b. Are audio-visual presentations and multimedia captioned? Are computer-based products, produced as a result of this project/partnership, accessible?
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	9. Do you ensure that all new and newly renovated buildings and facilities comply with appropriate accessibility standards or have waivers to requirements?
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	10. Do you ensure that facilities for services have an emergency egress plan?

Reviewer Last Name: _____ Reviewer First Name: _____

Reviewer's Signature _____ Title: _____

Date: _____

INSTRUCTIONS

Part I - FS and Recipient Information

Complete:

1. Provide the Forest Service Unit name, e.g. Region/Forest/Ranger District/Station/Laboratory
2. List the type of program or activity being reviewed
3. Provide the Use Code (if this review involves a Special Uses authorization) or provide the grant number (if this review involves an applicant/recipient of a grant or agreement)
4. Provide the business/organization name; provide the recipient/applicant's (owner/manager) name, telephone number,
5. Provide the full address and e-mail.
6. Provide the current compliance review date
7. If the Forest Service previously reviewed the program or activity, provide the date.

Part II - Pre-Award and Post-Award Checklist

- Answer the first two questions under the "Reviewer Response"
- Questions 3-14: Ask the applicant/recipient questions 3-14 in Part II (note question 9 does not apply to Special Use permits), record answer to each question (include additional narratives as indicated).
- Use "Part III - Summaries" to record the recipient/applicant's explanation and narrative description and/or describe the rationale for a negative response and as a supplement to a response to any question asked in "Part II."

Part III - Summaries for Pre-Award and Post-Award Review

Use this section to describe or explain the applicant/recipient's answers to questions in Parts I, II, and IV, and to summarize any deficiencies and/or barriers, and plans for corrective actions.

Part IV - Self-Evaluation for Accessibility

Answer question 1

- Ask the recipient if they have conducted the self-evaluation (Section 504 of the Rehabilitation Act of 1973), which certifies the completion of a self-evaluation of their policies and practices for accessibility to persons with disabilities, within one year after receiving a permit, cooperative agreement or domestic grant. 7CFR15b.8(C) Verify the date and describe in Section III Additional Information.
- If the answer is no, then ask questions 2-10 in this section and evaluate responses to determine if level of accessibility compliance is acceptable.
- For question 8a. - Verify if partners are aware of and will use qualified American Sign Language Interpreter Services if requested.
- For question 8b. - If the recipient is developing multimedia and computer based products (websites, databases) as a result of the project/partnership, require accessibility (captioning) and compliance with the Rehabilitation Act of 1973, as amended.

File the record (with original signature) along with FS-1700-0006B and FS-1700-0006C in the Forest Service recipient's case file. If the Recipient requests a copy of the full review record in FS-1700-0006, only the recipient response FS-1700-0006A will be provided.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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


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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION	
Gila County	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	* First Name: Michael Middle Name:
* Last Name: O'Driscoll	Suffix:
* Title: Director, Health and Emergency Management	
* SIGNATURE: 	* DATE: 5/12/22

**“Gila County for Gila County Wildfire Protection”
Community Project Grant**

Budget Proposal

Maintenance of current water storage systems (up to 14 sites) for wildfire protection

- Site maintenance consists of a combination of replacement 8,000- and 5,000-gallon dip tanks

\$60,000 new tanks per site	14 highest priority sites	\$840,000 equipment cost
------------------------------------	----------------------------------	---------------------------------

- Contract labor, site work, to set and plumb tanks

\$25,000 labor per site	14 highest priority sites	\$350,000 labor cost
--------------------------------	----------------------------------	-----------------------------

- Project management, coordination and planning

\$28,000 project management

- Total Projected budget for up to 14 sites updated with new water storage

\$1,218,000 Total Cost



Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants

AD-3030

Note: You only need to complete this form if you are a corporation. A corporation includes, but is not limited to, any entity that has filed articles of incorporation in one of the 50 States, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, or the U.S. Virgin Islands. Corporations include both for profit and non-profit entities.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). The authority for requesting the following information for U.S. Department of Agriculture (USDA) agencies and staff offices is in § 744 and 745 of the Consolidated Appropriations Act, 2019, Pub. L. 116-6 as amended and/or subsequently enacted. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation, and/or unpaid Federal tax liability status.

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 for this information collection is 0505-0025. The time required to complete this information collection is estimated to average 15 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, civil, fraud, privacy, and other statutes may be applicable to the information provided.

PART A - APPLICANT

1. APPLICANT'S NAME Gila County	2. APPLICANT'S ADDRESS (Including Zip Code) 1400 E Ash Street, Globe, AZ 85501	3. TAX ID NO. (Last 4 digits) 0444
--	---	---

4A. Has the Applicant been convicted of a felony criminal violation under any Federal law in the 24 months preceding the date of application? YES NO

4B. Does the Applicant have 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? YES NO

Providing the requested information is voluntary. However, failure to furnish the requested information will make the applicant ineligible to enter into a contract, memorandum of understanding, grant, loan, loan guarantee, or cooperative agreement with USDA.

PART B - SIGNATURE

5A. APPLICANT'S SIGNATURE (BY) <div style="border: 1px solid red; height: 40px; width: 100%; background-color: yellow;"></div>	5B. TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY Chairman of the Board of Supervisors	5C. DATE SIGNED (MM-DD-YYYY) <div style="border: 1px solid red; height: 40px; width: 100%; background-color: yellow;"></div>
---	--	---

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Community Project Funds - Congressionally Directed Spending; Maintain water storage systems for wildfire protection	10.723	\$	\$	\$ 609,000.00	\$ 609,000.00	\$ 1,218,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 609,000.00	\$ 609,000.00	\$ 1,218,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Community Project Funds - Congressionally Directed Spending; Maintain water storage systems for wildfire protection				
a. Personnel	\$ 100,000.00	\$	\$	\$	\$ 100,000.00
b. Fringe Benefits	15,000.00				15,000.00
c. Travel	5,000.00				5,000.00
d. Equipment	810,000.00				810,000.00
e. Supplies	5,000.00				5,000.00
f. Contractual	278,000.00				278,000.00
g. Construction					
h. Other	5,000.00				5,000.00
i. Total Direct Charges (sum of 6a-6h)	1,218,000.00				\$ 1,218,000.00
j. Indirect Charges	0.00				\$ 0.00
k. TOTALS (sum of 6i and 6j)	\$ 1,218,000.00	\$	\$	\$	\$ 1,218,000.00
7. Program Income	\$ 0.00	\$	\$	\$	\$ 0.00

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Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Community Project Funds - Congressionally Directed Spending; Maintain water storage systems for wildfire protection	\$ 609,000.00	\$	\$	\$ 609,000.00	
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$ 609,000.00	\$	\$	\$ 609,000.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 203,000.00	\$ 50,750.00	\$ 50,750.00	\$ 50,750.00	\$ 50,750.00
14. Non-Federal	\$ 203,000.00	\$ 50,750.00	\$ 50,750.00	\$ 50,750.00	\$ 50,750.00
15. TOTAL (sum of lines 13 and 14)	\$ 406,000.00	\$ 101,500.00	\$ 101,500.00	\$ 101,500.00	\$ 101,500.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Community Project Funds - Congressionally Directed Spending; Maintain water storage systems for wildfire protection	\$ 406,000.00	\$ 406,000.00	\$ 406,000.00	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	\$ 406,000.00	\$ 406,000.00	\$ 406,000.00	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: 1218000	22. Indirect Charges: 0				
23. Remarks: County portion of match is expected to be partial in-kind					

“Gila County was formed from parts of Maricopa and Pinal counties on February 8, 1881, and was extended eastward to the San Carlos River by petition in 1889. It contains 3,040,000 acres of which only 4,748 acres are private lands. The county seat was established at what was originally called Globe City, now called Globe which is an important copper mining center. Silver first attracted people to Gila County and after it was depleted copper emerged as a source of great mineral wealth.

There are 6 incorporated cities/towns located within the boundaries of Gila County. Globe was the first to incorporate in 1907, followed by Miami in 1918, and then Hayden incorporated in 1956, with Winkleman re-incorporating in 1959. The newest incorporated towns are Payson in 1973 and Star Valley in 2005. Gila County’s total population is 53,846 (2020 Census).

Gila County is centrally located in Arizona and the topography is comprised of high desert and range land in the south, and mountainous pine forests in the north. The U.S. Forest Service owns 56 percent of the land in Gila County; 38 percent belongs to the Apache Tribe; 2 percent is owned by individuals and corporations; 2 percent is owned by the U.S. Bureau of Land Management; the State of Arizona owns 1 percent, and the remaining 1 percent is comprised of other public lands.

Statement of Need

In 2008/2009, several surplus fuel bladders were acquired by Gila County from the US military after they were returned from Afghanistan and converted to wildfire water storage that was strategically located throughout Gila County for initial attack on wildfire starts. Since the placement of these water storage units, they have been an instrumental resource for first responders in stopping the spread of wildfire starts. Due to the age and deteriorating condition of the water storage units, Gila County is requesting Federal funding in the amount of \$609,000 with a 1:1 County match of \$609,000 to begin to replace eighteen aging water storage units.

Project Goals/Objectives

On-going maintenance of the water storage units require replacement of the aging water bladders. It is the intention to replace the bladders with a more permanent longer lifespan water storage unit. An assessment has been conducted of the water bladders and a replacement prioritization plan has been prepared so that the units that are non-functional or end of useful life are the top priority to be replaced with the funding available.

Timeline

Month 1-3 - Staff prioritized list of replacement water storage system (bladders)

Month 3-9 – Procure bids for tanks and installation

Years 1 – 3 procure and install new water storage tanks replacing the obsolete water bladders at 18 remote sites.

ARF-7539

Regular Agenda Item 3. B.

Special BOS Meeting

Meeting Date: 08/30/2022

Submitted By: Melissa Henderson, Chief Deputy Clerk of the Board

Department: Clerk of the Board of Supervisors

Fiscal Year: 2023

Budgeted?: Yes

Contract Dates 08-29-2022 to

Grant?: No

Begin & End: 11-30-2022

Matching No

Fund?: Replacement

Requirement?:

Information

Request/Subject

Award contract in response to Invitation for Bids No. 052422-*Granite Crushing to One-Inch Minus*

Background Information

On August 2, 2022, the Board of Supervisors voted unanimously to table this agenda item to this meeting. The reason it was tabled was to allow the Board's attorney and County Manager to look further into the legalities of awarding the bid to the company that submitted the lowest bid. During the meeting, James Menlove, County Manager, pointed out that there was a difference in the price. Because Perkins Cinders, Inc. is located outside of Gila County, he explained that the County would be paying higher taxes on the product received.

Evaluation

The two bids received were opened on July 14, 2022, beginning at 3:00 P.M. The two bids were evaluated in accordance with A.R.S. §41-2533, Competitive Sealed Bidding: awards shall be made to the lowest responsible and responsive bidder whose bid conforms to all material respects to the requirement and criteria set forth in the Invitation for Bid. Both bids quoted \$9.95 per ton, so the two bidders, Representatives from Perkins Cinders, Inc. and Dixon Rock and Materials appeared in person and Perkins Cinders, Inc. won the coin toss to determine who would receive the contract.

Gila County can use the Fourmile pit, owned by the USDA Forest Service, for an aggregate source that has decomposed granite to crush and store.

Gila County will haul the material from the pit to the work sites. Public Works hopes to get the material in place on the Young FS512 road as well as other County maintained roads in the area.

Conclusion

Gila County Public Works quote requests went out to suppliers in Arizona for the one-inch minus crushed granite at a lump sum price. Crushing should be between August 29, 2022, and November 30, 2022. The request will be for a unit ton price plus an estimated start schedule.

Recommendation

Steve Sanders, Public Works Department Director, recommends the Board award Invitation for Bids 052422-*Granite Crushing to One-Inch Minus* to Perkins Cinders, Inc. in the amount of \$9.95 per ton.

Suggested Motion

Information/Discussion/Action to Award Invitation for Bids 052422 to Perkins Cinders, Inc. in the amount of \$9.95 per ton. **(Steve Sanders)**

Attachments

Invitation for Bids No. 052422 with Award Contract

Addendum 1

As Read Bid Results

Dixon Rock and Materials-Sealed Bid

Bid Sign in Sheet

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

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 052422 GRANITE CRUSHING TO ONE-INCH MINUS

The applicant submitting this bid warrants the following:

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

Perkins Cinders, Inc.
1950 E. Adams Suite C
Show Low, AZ 85901 928-537-2008

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor'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. **Current Contractor Business Arizona License Number:** 171354
(If Applicable)



Signature of Authorized Representative

Josh Tatum
Printed Name

Operations Foreman
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in IFB 052422 GRANITE CRUSHING TO ONE-INCH MINUS.

Contractor Name: Perkins Cinders, Inc.

Phone No.: 928-537-2008

TOTAL BID PRICE	
PRICE PER TON	\$ <u>9.95</u>
TOTAL BID PRICE 20,000 TONS	\$ <u>199,000.00</u>
TENTATIVE START STATE	<u>August 29, 2022</u>

****All applicable taxes shall be included in bid amount.**



Signature of Authorized Representative

Josh Tatum

Printed Name

Operations Foreman

Title

**CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF ~~GILA~~ Navajo)

Josh Tatum
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is
Operations Foreman

(Title)

Of Perkins Cinders, Inc. and
(Name of Business)

That he or she is submitting a bid on **IFB NO. 052422 GRANITE CRUSHING TO ONE-INCH MINUS**,
and,

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

That neither he or she nor anyone associated with the said

Perkins Cinders, 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 service.

Perkins Cinders, Inc.
Name of Business
Josh Tatum *[Signature]*
By
Operations Foreman
Title



Subscribed and sworn to before me this 8th day of July, 2022.

Trina Brannon
Notary Public

My Commission expires: 10.03.2025

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

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

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

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

Josh Tatum Operations Foreman

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

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

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 052422 GRANITE CRUSHING TO ONE-INCH MINUS** my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the bid. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

- 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.



Signature of Authorized Representative

Josh Tatum

Printed Name

Operations Foreman

Title

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 delivery of services.

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 ensure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative

Josh Tatum

Printed Name

Operations Foreman

Title

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.

Date: 7/8/2022



Signature of Authorized Representative

Josh Tatum

Printed Name

Operations Foreman

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this IFB. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the IFB may be determined to be non-responsive and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	<u>7/8/2022</u>
PRICE SHEET	<u>7/8/2022</u>
NO COLLUSION FORM	<u>7/8/2022</u>
INTENTIONS IN SUBCONTRACTING	<u>7/8/2022</u>
LEGAL ARIZONA WORKERS ACT COMPLIANCE	<u>7/8/2022</u>
ISRAEL BOYCOT CERTIFICATION	<u>7/8/2022</u>
CHECKLIST & ADDENDA ACKNOWLEDGMENT	<u>7/8/2022</u>
OFFER PAGE	<u>7/8/2022</u>
SURETY (Bid) BOND	<u>7/8/2022</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>PT</u>	_____	_____	_____	_____
Date	<u>7/8/2022</u>	_____	_____	_____	_____

Signed and dated this 8th day of July, 2022

Perkins Cinders, Inc.

Contractor:



By: Josh Tatum Operations Foreman

Each bid shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed bids: Bid No. 052422 GRANITE CRUSHING TO ONE-INCH MINUS. All bids shall be filed with the Gila County Finance Department in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, July 14, 2022, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this request for bid document.

Signature also certifies the Contractors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Contractor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Contractor submitting this bid.


CONTRACT NUMBER: 052422 GRANITE CRUSHING TO ONE-INCH MINUS

Contractor Submitting Bid:

Perkins Cinders, Inc.
Company Name
1950 E. Adams Suite C
Address
Show Low, AZ 85901
City State Zip

For clarification of this offer, contact:

Name: Josh Tatum
Phone No.: 928-242-0630
Fax _____
Email: josh@perkinscinders.com



Signature of Authorized Person to Sign
Josh Tatum
Printed Name
Operations Foreman
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

GILA COUNTY

SURETY (BID) BOND (BB-1)

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Perkins Cinders Inc.,

as Principal, hereinafter called the Principal, and Merchants National Bonding, Inc.,

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

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

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 052422 Granite Crushing to One-Inch Minus

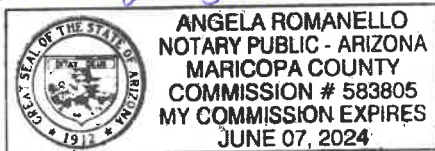
NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the 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:


Perkins Cinders Inc.
Principal

By 

Title Secretary - Finance



Merchants National Bonding, Inc.
Surety


By Attorney-in-Fact, Dawn Fykes
P.O. Box 14498, Des Moines, IA 50306

Address, Attorney-in-Fact
Subscribed and sworn to before me
this 8th day of July, 2022

My commission expires: 6/7/24

Notary Public Angela Romanello

MERCHANTS
BONDING COMPANY,
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, David J Hickman; Dawn Fykes; Dora Weyermiller; Drew A Newton; Stephanie M Young

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

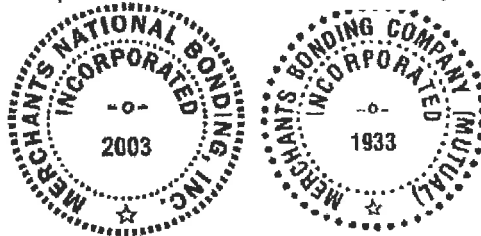
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020

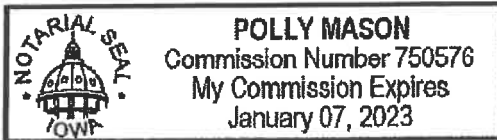


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

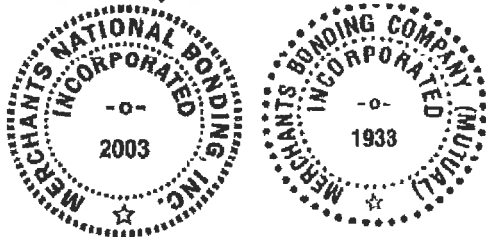


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of July 2022



William Warner Jr.
Secretary

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in IFB No.: 052422, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as Contract No. 052422. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, TWO (2) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____,

GILA COUNTY BOARD OF SUPERVISORS:

Woody Cline, Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office



**GILA COUNTY
INVITATION FOR BIDS (IFB) NO. 052422**

GRANITE CRUSHING TO ONE-INCH MINUS

ADDENDUM #1:

DATE: 6/27/2022

Certification of No Forced Labor: The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: _____

Signature of Authorized Representative

Print Name

Title

EXHIBIT "K"

R
A
N
K
I
N
G

BID RESULTS



GILA COUNTY

BID

TITLE: Granite Crushing to One-Inch Minus

BID

DUE

NO.: 51422

DATE: Thursday, July 14, 2022

3:00 PM

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Dixon Back? Materials	\$9.95/ton \$199,000. ⁰⁰	
2	Perkins Cinders	\$9.95/ton \$199,000. ⁰⁰	
3			
4			
5			
6			
7			
8			
9			
10			

GILA COUNTY

INVITATION FOR BIDS NO. 052422

GRANITE CRUSHING TO ONE-INCH MINUS

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



BOARD OF SUPERVISORS

**Woody Cline, Chairman
Steve Christenson, Vice Chairman
Tim R. Humphrey, Member**

COUNTY MANAGER

James Menlove



**GILA COUNTY
NOTICE OF INVITATION FOR SEALED BIDS NO. 052422
GRANITE CRUSHING TO ONE-INCH MINUS**

Notice is hereby given that Gila County is requesting bids from qualified Contractors to crush 20,000 tons of granite like material into 1" minus material for Gila County.

SUBMITTAL DUE DATE: 3:00 PM, MST, July 14, 2022

RETURN BID TO: GILA COUNTY
FINANCE DEPARTMENT
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive bids for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Bids received by the correct time and date will be publicly opened and recorded thereafter in the finance department Copper Conference Room or other site, which may be designated. Any bids received later than the date and time specified above will be returned unopened. **Late bids shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

All bids shall be made on the request for sealed bids forms included in this IFB No. 052422 package and shall include all applicable taxes.

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link: http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire invitation for bid.

Any questions regarding this request for bids shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.

Mandatory Bid Walk-Through July 7, 2022 at 11:00 A.M. on site at material pit.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. 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 29, 2022, and July 6, 2022

Signed: _____
Woody Cline, Chairman, Board of Supervisors

Date: ____/____/____

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

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INTENT

REQUEST FOR BID FOR: GRANITE CRUSHING TO ONE-INCH MINUS for 20,000 Tons rock for road resurfacing.

INTENT:

Gila County is issuing this Invitation for Bids (IFB) seeking bids from qualified, licensed firms (Vendors) interested in GRANITE CRUSHING TO ONE-INCH MINUS for 20,000 Tons rock for road resurfacing.

For the purposes of this Request for Bid, "Contractor" is defined as an individual or an entity who submits a bid.

JOB/PROJECT DESCRIPTION

Project consists of a contractor to crush 20,000 Tons of granite like material into 1" minus material for Gila County. The purpose of this project is to crush 20,000 Tons of granite like material into a more suitable material to use for both Forest Service and County roadways. Some Material is pre-stockpiled, and some excavation required for material to be crushed to 1" minus.

Location:

Access is via State Route 288 to mile post 304.38 for Forest Road 637 for a distance of approximately 0.60 mile, then to FR 637A for a distance of approximately 0.18 mile, terminating at the site. Lat: 34.069722
Long: -110.970278

SCOPE OF WORK:

- Crush 20,000 Tons of granite like material into 1" minus material.
- Contract dates are between August 29, 2022, to November,30, 2022

Contractor Responsibilities:

- Must have portable machinery required to process material.
- Must haul own water.
- Contractor will schedule own work hours.
- Contractor shall contact MSHA to inform of crushing activities.
- All requirements shall be met if fire restrictions are in place.
- A unit cost per ton and an estimated schedule to start is required.
- A **mandatory** walk-through, before bidding. Contact Brent Cline at 928-812-5870 on July 7, 2022 at 11:00 A.M. on site at material pit.

The unit price listed shall include all costs including all labor, materials, insurance, overhead, taxes and profit.

Gila County will pay the Contractor the fixed price for the work described above After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

Period of Performance: The performance period of this contract is from the start date in the Notice to Proceed and shall be completed no later than November 30, 2022.

Arizona Contractor's License: Contractor 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.

GENERAL REQUIREMENTS

The Contractor shall perform complete services as described in this contract. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the county's schedules and instructions, and all applicable laws and regulations.

The Contractor shall meet all standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

Safety: Gila County assumes no responsibility for injuries or damages suffered by Contractor, its officers, agents, or employees, while engaged in the performance of this Contract. Contractor agrees to take reasonable measures to provide for the safety and security of its own workforce, and for the safety and security of all others present at the work sites while engaged in the performance of this Contract. The contractor shall ensure that employees are supplied and use proper personal safety equipment (i.e. reflective vests, hardhats, eye protection, proper hearing protection, gloves, and safety boots) and follow safe work procedures, which protect contractor employees and citizens in the vicinity of the job site. The contractor shall establish a safety zone around the work area and establish a safety system to prevent worker injuries. The contractor shall assume any liability for any injury incurred by contractor personnel while working on site. Daily, the contractor shall install warning markers and other devices to prevent injuries to vehicles, pedestrians, and others who may be on site.

MANAGEMENT & SUPERVISION

Supervision: The Contractor shall designate a representative, who will be always responsible for on-site supervision of the Contractor's workforce. This supervisor shall be the focal point for the Contractor and shall be the point of contact with Gila County personnel.

Quality Control: The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site and will conduct a final walk-through with Gila County representatives at the completion of the project on or before November 30, 2022.

Notification Of Noncompliance: The Project Supervisor will promptly notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to promptly comply, the Project Supervisor may issue an order stopping all or part of the work until satisfactory corrective action is taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim for excess

costs or damages. Failure to recognize and correct non-compliant work/materials in a timely manner (3-5 days) will also be considered grounds for termination.

Removal Or Unacceptable and Unauthorized Work: All work which does not conform to the requirements of the Contract will be considered unacceptable. 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 remedied or removed immediately and replaced in an acceptable manner.

Default and Termination of Contract: The Contractor shall be considered in default of his contract and such default will be considered as cause for Gila County 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";
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 County consider the Contractor in default of the contract for any reason hereinbefore, the Contractor shall immediately be given written notice as to the reasons for considering the Contractor in default and the County's intentions to terminate the contract.

If the Contractor, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the County will, upon written notification from the Project Supervisor 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 County 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 Project Supervisor will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the County, 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 that would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of such excess.

Measurement and Payment: For all items of work, other than those to be paid by lump sum, after work is completed and before final payment is made therefore, the Engineer will make final measurements to determine quantities of the items of work Performed as the basis for final settlement. The Contractor, in the case of unit price items, will be paid for actual amount of work performed and for actual quantity of materials in place. All work completed under the Contract will be measured by the Engineer according to standards of weights and measures recognized by the National Bureau of Standards.

INFORMATION REQUESTS: All requests for additional information shall be put in writing and directed to: Betty Hurst, Contracts Administrator, (928) 402-4355, bhurst@gilacountyaz.gov.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Bid

- A. Sealed bids will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained, to establish a contract for specified locations within Gila County. The county seeks sealed bids only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this request for sealed bid package. It is permissible to copy these forms if required but copies must have original signatures, single sided.
- B. Before submitting its bid and qualification form each Contractor shall familiarize itself with the scope of work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work.

The submission of a bid will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

- C. Contractors must complete the bid and qualifications forms provided in this request for bid package in full, original signature in ink, by the person(s) authorized to sign the bid and to be submitted at the time of bid and made a part of this contract.

The county will use the bid and qualifications form in evaluating the capacity of Contractor(s) to perform the scope of services as set forth in the Contract. Failure of any Contractor to complete and submit the price sheet and signature and offer page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.

- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the request for bid shall be listed on the bid.
- F. No alterations in bids, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the county may require the Contractor to identify any alteration so initialed.

Addendum

Any addendum issued as a result of any change in this request for sealed bid must be acknowledged by all Contractors in the following manner:

1. Completion of the bidder checklist & addenda acknowledgment form.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive.

Inquiries

Any questions related to this request for bid must be directed to those whose names appear on the notice. The Procurement requires all questions be submitted in writing. Any correspondence related to a request for bids should refer to the appropriate request for bids number, page, and paragraph number.

However, the Contractor(s) must not place the request for bid number on the outside of an envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official request for bid due date and time. **Questions received after 3:00 P.M., Tuesday, July 11, 2022, will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on the notice for sealed bid will be returned unopened. Late bids shall not be considered. Any Contractor submitting a late bid shall be so notified.

Submittal Bid Format:

It is required that One (1) Original and One (1) copy (2 TOTAL) with original signatures on each (2) of the bid and all forms shall be submitted. The county will not be liable for any cost incident to the preparation of bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Spiral bound bids are not permitted.** Failure to include all required documents, **all with original signatures**, may invalidate the bid.

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of bids.
3. The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the bid deadline.

The Bid shall be submitted in a sealed envelope, Two (2) copies with original signatures shall be provided by the Bidder. The words "SEALED BID" with Bid Title "GRANITE CRUSHING TO ONE-INCH MINUS", Bid No., "052422", Date "July 14, 2022", and time "3:00 PM" of bid opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound bids are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the IFB, the county reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all bids; or portions thereof; or
 3. Reissue a request for bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s).
3. Further, the County reserves the right to reject the bid of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior bid for furnishing and installing materials similar in nature or providing similar services.
4. All submitted forms provided in this request for bid will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a timely bid have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- 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 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. 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.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting bids to this solicitation requiring sealed bids, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained in this solicitation.

Overcharges by Antitrust Violations

The county maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the county any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the request for bid issued by the county and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Board of Supervisors. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the county procurement code. Any such action is subject to the legal and contractual remedies available to the county inclusive, but not limited to, contract cancellation, suspension and debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

- A. The county, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 1. If the Contractor fails to make delivery of the supplies or deliverables, or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the county terminates this contract in whole or part, the county may procure supplies or services similar to those terminated, and the Contractor shall be liable to the county for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The county, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to the Contractor. The county at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the county shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the county before the effective date of termination.

The county reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The county will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

Each payment obligation of the county created hereby is conditioned upon the availability of county, state and federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the county and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the county at the end of the period for which funds are available. The county shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds.

No penalty shall accrue to the county in the event this provision is exercised, and the county shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

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 the Contractor will be responsible for primary loss investigation, defense and judgment costs.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining bids shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the request. If rejected, the purchasing department shall give written notice to the bidder submitting this request.

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 do not limit the indemnity covenants contained in this contract. The county does not warrant 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 may purchase additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

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

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The county does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

All certificates and endorsements are to be received and approved by the County before work commences.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The county project and contract number and project description shall be noted on the certificate of insurance. The county reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this invitation for bids to enter into a contract with a qualified Contractor to provide GRANITE CRUSHING TO ONE-INCH MINUS for Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All bids must represent the entire package. Partial awards will not be made unless otherwise stated in the bid specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the bid. The county does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its bid submission to assure the following requirements are met.
 - 1.3.1 **One (1) original and two (2) copies, total of two (2), all with original signatures, shall be submitted at time of bid opening.**
 - 1.3.2 Qualification and Certification Form (page 16)
 - 1.3.3 Price Sheet (page 17)
 - 1.3.4 No Collusion Certification (page 18)
 - 1.3.5 Certification of Debarment (page 19)
 - 1.3.6 Intentions Concerning Subcontracting (page 20)
 - 1.3.7 Legal Arizona Workers Act Compliance (page 21)
 - 1.3.8 Israel Boycott Certification (page 22)
 - 1.3.9 Checklist & Addenda Acknowledgment (page 23)
 - 1.3.10 Offer Page (page 24)
 - 1.3.11 Surety (Bid) Bond (page 25)
 - 1.3.12 Acceptance of Offer (page 26)

SECTION 2.0

Bid Pricing & Term

- 1.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

- 2.2 The term of the contract shall commence upon award and shall remain in effect until the completion of the required work on or before November 30, 2022.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

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 052422 GRANITE CRUSHING TO ONE-INCH MINUS

The applicant submitting this bid warrants the following:

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

Dixon Rock and Materials, LLC
P.O. Box 1561 Globe, AZ 85502
602-677-9129

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor'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. Current Contractor Business Arizona License Number: 231267
(If Applicable)



Signature of Authorized Representative

John Dixon

Printed Name

member

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in IFB 052422 GRANITE CRUSHING TO ONE-INCH MINUS.

Contractor Name: Dixon Rock and Materials, LLC

Phone No.: 602-677-9129

TOTAL BID PRICE	
PRICE PER TON	\$ <u>9.95</u>
TOTAL BID PRICE 20,000 TONS	\$ <u>199,000</u>
TENTATIVE START STATE	<u>9/1/22</u>

****All applicable taxes shall be included in bid amount.**



Signature of Authorized Representative

John Dixon

Printed Name

member

Title

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

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

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

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

John Dixon, member

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

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

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 052422 GRANITE CRUSHING TO ONE-INCH MINUS** my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the bid. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

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.



Signature of Authorized Representative

John Dixon

Printed Name

member

Title

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 delivery of services.

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 ensure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative

John Dixon

Printed Name

member

Title

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.

Date: 7/14/22



Signature of Authorized Representative

John Dixon

Printed Name

member

Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this IFB. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the IFB may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM	✓
PRICE SHEET	✓
NO COLLUSION FORM	✓
INTENTIONS IN SUBCONTRACTING	✓
LEGAL ARIZONA WORKERS ACT COMPLIANCE	✓
ISRAEL BOYCOT CERTIFICATION	✓
CHECKLIST & ADDENDA ACKNOWLEDGMENT	✓
OFFER PAGE	✓
SURETY (Bid) BOND	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this 14 day of July, 2022

Dixon Rock and Materials

Contractor:



By:

Each bid shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed bids: Bid No. 052422 GRANITE CRUSHING TO ONE-INCH MINUS. All bids shall be filed with the Gila County Finance Department in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, July 14, 2022, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this request for bid document.

Signature also certifies the Contractors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Contractor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Contractor submitting this bid.

CONTRACT NUMBER: 052422 GRANITE CRUSHING TO ONE-INCH MINUS

Contractor Submitting Bid:

Dixon Rock and Materials, LLC
Company Name

P.O. Box 1561
Address

Globe AZ 85502
City State Zip

For clarification of this offer, contact:

Name: John Dixon

Phone No.: 602-677-9129

Fax _____

Email: dixonrockandmaterials@gmail.c



Signature of Authorized Person to Sign

John Dixon
Printed Name

Member
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

GILA COUNTY

SURETY (BID) BOND (BB-1)

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Dixon Rock and Materials LLC
as Principal, hereinafter called the Principal, and Western Surety Company
a corporation duly organized under the laws of the State of Arizona

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. 052422 Granite Crushing to One-Inch Minus

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

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

Principal Dixon Rock and Materials LLC Surety

By [Signature]
John Dixon

Title

member
STATE OF ARIZONA
COUNTY OF Gila

This instrument was acknowledged before me the undersigned this 14 day of July 2022

By John Dixon
Notary Public Sophia Sanchez

My Commission Expires: 01-24-2025

By Attorney-in-Fact

Address, Attorney-in-Fact

Subscribed and sworn to before me this 14 day of July, 2022

My commission expires: 01-24-2025

[Signature]
Notary Public



Western Surety Company
101 S. Reid St, Suite 300, Sioux Falls, SD 57103

Saturday, March 12, 2022

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
65490999	AZ / Contractor License Bond	\$14,000.00	5/10/2022	5/10/2023

Principal:

DEMOLITION COMPANY LLC DBA Dixon Rock & Material

Obligee:

Arizona Registrar of Contractors
P.O. Box 6688
Phoenix, AZ 85005-6688

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES IN IT AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed and dated this 12 day of March, 2022.



Western Surety Company

A handwritten signature in black ink, appearing to read "Joshua Kayser".

Joshua Kayser, Attorney in Fact

Agent:

BROOKLYN VENTURES, LLC
3514 INTERSTATE 70 DRIVE SE, STE 102
COLUMBIA, MO 65201

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in IFB No.: 052422, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as Contract No. 052422. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, TWO (2) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____,

GILA COUNTY BOARD OF SUPERVISORS:

Woody Cline, Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office

ARF-7534

3. C.

Special BOS Meeting

Meeting Date: 08/30/2022

Submitted For: Rick Husk, Human Resources Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Department: Human Resources

Information

Request/Subject

Discussion of Draft Human Resources Policy No. BOS-HRS-017 and Administrative Procedures HRS-017

Background Information

The new Commuting Policy and Procedure will provide a uniform/consistent method County wide for those Departments and employee who use a County-owned vehicle in their line of work.

Evaluation

Gila County needs to ensure that we are following IRS guidelines with employees who operate a County-owned vehicle. This policy will ensure that Gila County is properly following IRS guidelines and that we are exercising responsible resource management.

Conclusion

Various positions throughout Gila County are assigned County-owned vehicles in order to fulfill the responsibilities of their scope of work.

Recommendation

Rick Husk, Human Resources and Risk Management Department Director, recommends that the Board of Supervisors consider a new policy and procedure being presented at this Work Session. The new policy and procedure being presented are draft Human Resources Policy No. BOS-HRS-017 and Administrative Procedures HRS-017. All other Gila County Merit System Rules, Policies, and Procedures will remain in effect unless or until amended by the Board of Supervisors.

Suggested Motion

Information/Discussion to consider draft Human Resources Policy No. BOS-HRS-017 and Administrative Procedures HRS-017. **(Rick Husk)**

Attachments

BOS-HRS-017 Policy

AP-HRS-017

Gila County Human Resources	Policy Number: BOS-HRS-017	Page
VEHICLE USE POLICY - COMMUTING	Adopted: -2022	1 of 1

I. PURPOSE:

To establish policies and procedures for use of County-owned vehicles by employees for work and take-home commuting.

II. STATEMENT OF POLICY:

It is the policy of Gila County to comply with all State and Federal Laws governing the use of public resources and to comply with Federal tax laws for all employees authorized to utilize County-owned vehicles for commuting to and from work.

III. SCOPE:

This Policy applies to all Departments within Gila County, Superior Court, Justice Court, Probation and Clerk of the Superior Court, Elected Officials, and employees. This Policy excludes sworn Law Enforcement personnel and other employees assigned Emergency Response take-home vehicles who have primary responsibility to respond to emergencies which require immediate response to protect life or property and cannot use alternate forms of transportation to emergencies.

SIGNATURE:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

Gila County Human Resources	ADMINISTRATIVE PROCEDURE HRS-017	Page
VEHICLE USE PROCEDURE - COMMUTING	Effective Date: , 2022	1 of 4

I. PROCEDURE

- A. Use of County-owned vehicles for take-home use must be authorized by the Elected Official, Presiding Judge, County Manager, Deputy County Manager or Assistant County Manager with supervisory responsibility for the employee utilizing such vehicle. Final approval must be obtained from the County Manager and/or Finance Director.
- B. Employees are not to use such vehicles for personal purposes other than for commuting or “de minimis” personal use (such as a stop for a personal errand on the way to/from business destinations and/or the employee’s home).
- C. Take-home vehicle assignment period shall not be greater than one year. After conducting an annual review and evaluation of the need for an employee’s assignment of County-owned vehicle for take-home use, the Elected Official, Presiding Judge, County Manager, Deputy County Manager, or an Assistant County Manager with supervisory responsibility for the employee utilizing such vehicle shall authorize such use. Final approval must be obtained from the County Manager and/or Finance Director annually.
- D. Occasional overnight usage of County-owned vehicles is permitted with supervisor approval under limited circumstances. Such occasional usage of County vehicles may occur when an employee conducts County business away from the employee’s normal place of work and outside the employee’s normally scheduled workday.

II. COUNTY-OWNED VEHICLE ADMINISTRATION RESPONSIBILITY

A. General

- 1. Elected Officials, Presiding Judge, County Manager, Deputy County Manager and Assistant County Manager, Department Directors and Supervisors are responsible for implementation and employee compliance with this policy.
- 2. Elected Officials, Presiding Judge, County Manager, Deputy County Manager and Assistant County Manager, Department Directors and Supervisors shall notify the Fleet Services Director and Finance Director in writing each time an employee obtains such authorization and/or when such authorization is removed or revoked.
- 3. The Fleet Services Director shall suspend fuel card and vehicle privileges of employees who have failed to comply with the County-established policies governing vehicle usage, safety, preventative maintenance scheduling, fuel card usage, accurate odometer reporting,

Gila County Human Resources	ADMINISTRATIVE PROCEDURE HRS-017	Page
VEHICLE USE PROCEDURE - COMMUTING	Effective Date: , 2022	2 of 4

and the timely submission of any required vehicle use log.

4. The Finance Department shall:
 - a. Monitor take-home vehicle use to determine what, if any, taxable fringe benefit exists (currently reflected in IRS Publication 15-B Commuting Rule). These provisions require, if more than one employee commutes in one vehicle, each employee must pay taxes on this fringe benefit.
 - b. Provide the authorizing entity and employee any IRS forms required for compliance with such laws.
5. The County Manager is authorized to use GPS monitoring devices in County-owned vehicles to ensure compliance with IRS regulation and State and Federal laws.

C. Recordkeeping and Vehicle Re-Authorization

1. The Finance Department shall develop and maintain central records of all vehicle assignments. At a minimum, the recordkeeping shall contain assignment and take-home authorization by Department, Division, employee name, position title, vehicle make, model, vehicle number and mileage data.
2. The records shall be maintained in one location within the Finance Department and shall be readily available to the County Manager, Internal Auditor, Human Resources Director, and general public upon request.
3. By December 31st of each year, the Elected Official, Presiding Judge, Deputy County Manager and Assistant County Manager shall make available to the County Manager and Finance Director an updated list of take-home vehicle assignments by Department, Division, employee name, position title, and the basis for which authorization was granted for County-owned vehicles.

D. Elected Official, Presiding Judge, County Manager, Deputy County Manager, Assistant County Manager, Department Director, and Supervisor Responsibilities

1. Provide a copy of the policies, procedures and criteria governing employee use of County-owned vehicles for work and commuting to authorized employees.
2. Maintain updated and current lists of authorized take-home vehicles within their Departments.

Gila County Human Resources	ADMINISTRATIVE PROCEDURE HRS-017	Page
VEHICLE USE PROCEDURE - COMMUTING	Effective Date: , 2022	3 of 4

3. Notify the Fleet Department in writing when an employee is permanently assigned a different vehicle.
4. Departmental records shall include the names of employees and the time period and type of usage approved. Unless otherwise directed by the Finance Department, Directors shall require employees to log their vehicle usage on a log form to be sent bi-weekly with payroll, to the Finance Department.
5. Ensure that employees comply with the County’s established policies including those governing vehicle usage and safety, vehicle preventative maintenance scheduling fuel car usage, accurate odometer reporting and the timely submission of Vehicle Use Logs.

B. Employee Responsibilities

1. Complete a Vehicle Use Log Form or such documentation as required by the Gila County Finance Department.
2. Provide Human Resources and Risk Management Department and the employee’s Department Director a photocopy of his/her Arizona Driver’s License upon initial authorization for take-home vehicle use, and immediately notify Human Resources and Risk Management Department and the employee’s Department Director when any change occurs affecting his/her Driver’s License or driving privileges.
3. Employees with County-owned vehicles used for commuting and work must comply with established policies and procedures including vehicle usage and safety, obey all laws, preventative maintenance scheduling, fuel card usage, accurate odometer reporting and the timely submission of Vehicle Use Log. The Fleet Services Director shall suspend privileges for failure to comply with the provisions of this policy.
4. Failure to provide necessary information and complete forms in a timely manner will result in the loss of county-owned vehicle.
5. The employee shall park any County-owned vehicle in a safe location, securing windows and locking doors in an effort to prevent vandalism and vehicle theft.
6. Passengers including relatives, friends, children, or any other non-County employee(s), other than volunteers and/or unpaid interns, shall not be permitted to either operate or occupy as passengers in a County-owned vehicle for any reason not related to official County business.
7. The employee must report any traffic accident or moving violation

Gila County Human Resources	ADMINISTRATIVE PROCEDURE HRS-017	Page
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obtained in a County-owned vehicle to his/her Supervisor not later than the first day following the incident. The Supervisor shall forward such reports to the Human Resources and Risk Management Department immediately upon receipt of such notice or, as soon as practicable. Revocation of privileges to utilize a County-owned vehicle may result from an employee's citation(s) and/or accident(s).

8. Suspension or Revocation of an employee's Driver's License and/or loss of County-owned vehicle driving privileges may adversely affect employment with the County.
9. No employee shall operate a County-owned vehicle without a valid Arizona Driver's License.
10. Smoking is prohibited in all County-owned vehicles.
11. Violation of this Policy may result in disciplinary action up to and including termination of employment.