

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlethe G. Rios
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, March 11, 2014 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

PRESENTATION

Presentation of Proclamation in honor of residents of Cochise County who served in the Vietnam War or are family members of those who served in the Vietnam War declaring 2014-2017 as the period of commemoration of the 50th Anniversary of the Vietnam War.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of February 25, 2014.

2. Approve a Proclamation declaring January 1, 2014 through December 31, 2017 as the commemoration of the 50th Anniversary of the Vietnam War.
3. Approve a letter of support to restore funding to the Arizona Department of Racing for horse racing hosted by the Cochise County Fair Association.
4. Approve the appointment of the following person as Precinct Committee person for the Republican Party of Cochise County: Precinct #21 Pomerene, Heather Floyd.
5. Approve a Memorandum of Understanding between the Department of the Interior, Bureau of Land Management, and Cochise County for the purpose of preparing the San Pedro Riparian National Conservation Area Resource Management Plan and the Environmental Impact Statement.

Community Development

6. Approve the County Engineer's recommendation to establish approximately 0.7 miles of Apache Pointe Rd, as described therein, as a Declared County Highway and schedule a public hearing for March 25, 2014.
7. Approve the County Engineer's recommendation to alter the establishment of Davis Road, a County Highway, at milepost 9.9, as specified in project plans identified as Federal Aid Project No. HPP CCH-0(202), on file in the Office of the County Engineer, and schedule a public hearing for April 8, 2014.

Finance

8. Approve demands and budget amendments for operating transfers.

Housing Authority

9. Approve Grant Renewal Agreement Number AZ-H110018 from the US Department of Housing and Urban Development for the continuation of the Housing Opportunities for Persons with Aids (HOPWA) Program within Cochise County effective from January 1, 2015 to January 1, 2018 in the amount of \$655,584.

PUBLIC HEARINGS

Board of Supervisors

10. Approve a person transfer liquor license application for a series #9 (liquor store) liquor license submitted by Mr. Gary C. Bennett for Speedy Mart located at 2093 Arabian Lane, Cochise, 85606.

ACTION

Community Development

11. Approve the award of Invitation for Bids (IFB) No. 14-24-HFP-04 for the Palominas Recharge and Flood Control Project for the Community Development Highway and Floodplain Division to KE&G Construction, Inc. in the amount of \$1,211,778.

County Sheriff

12. Approve the award of Invitation for Bids (IFB) No. 14-27-SHF-03 to B-R Construction, Inc for the construction of a Range House for the Sheriff's Office in the amount of \$397,748.

STATE & FEDERAL LEGISLATION

13. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email: board@cochise.az.gov
www.cochise.az.gov

"PUBLIC PROGRAMS, PERSONAL SERVICE"

**Presentations / Special Events
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 03/11/2014
Presentation of the Commemoration of the 50th Anniversary of the Vietnam War Proclamation
Submitted By: Arlethe Rios, Board of Supervisors
Department: Board of Supervisors
Presentation: PowerPoint **Recommendation:** Approve
Document Signatures: BOS Signature **# of ORIGINALS** 0
Required **Submitted for Signature:**

NAME of PRESENTER: **TITLE of PRESENTER:**
Mandated Function?: **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Presentation of Proclamation in honor of residents of Cochise County who served in the Vietnam War or are family members of those who served in the Vietnam War declaring 2014-2017 as the period of commemoration of the 50th Anniversary of the Vietnam War.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 03/11/2014

Minutes

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of February 25, 2014.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Minutes

Warrants

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, February 25, 2014**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, February 25, 2014 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Ann English, Chairman; Richard R. Searle, Vice-Chairman; Patrick G. Call, Supervisor
Staff Michael J. Ortega, County Administrator; James E. Vlahovich, Deputy County
Present: Administrator; Elda Orduno, Civil Deputy County Attorney; Arlethe G. Rios, Clerk of the
Board

Chairman English called the meeting to order at 10:00 a.m.

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

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

CALL TO THE PUBLIC

Chairman English opened call to the public.

Mr. Jack Cook addressed the Board on matters of personal concern.

Ms. Jan Wilson, Sierra Vista resident, addressed the Board on matters regarding the treatment of inmates at the County Jail.

No one else chose to speak and Chairman English closed the call to the public.

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of February 11, 2014.
2. Approve the appointment of the following person as Precinct Committee person for the Republican Party of Cochise County: Precinct #05 BI San Luis, Benny Earl Scott.

County Sheriff

3. Approve Grant Agreement 12-LE-11030518-001 amendment 2 between the USDA Forest Service and the Sheriff's Office and the associated Operating and Financial Plan, 12-LE-11030518-001 for a term of October 1, 2013 through September 30, 2014 in the amount of \$10,357.99 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest.

Court Administration

4. Approve reappointments of Superior Court Judge Pro Tempore, Donna M. Beumler, pursuant to ARS 12-141; Juvenile Court Commissioners/Judges Pro Tempore Margaret Macartney, and Ann Battaglia-Roberts, pursuant to ARS 8-231 and 12-141; and approve authorization to call upon an appropriately appointed Superior Court Judge Pro Tempore from another county in extenuating circumstances pursuant to ARS 12-144; for the period beginning July 1, 2014 to June 30, 2015.

Finance

5. Approve demands and budget amendments for operating transfers.

Warrants Nos. 76887-77067, 77085-77223 were issued in the amount of \$1,193,902.22

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published.

Procurement

6. Approve the sale of used office furniture declared surplus by the Procurement Department Property Manager, to the Sunnyside Fire Department in the amount of \$100.

Workforce Development

7. Approve the appointment of Cherla Ramsey to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through 6/30/2014.

Vice-Chairman Searle moved to approve consent agenda items 1-7. Supervisor Call seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Community Development

8. Adopt Zoning Ordinance 14-03, a request to amend the Cochise County Zoning Regulations, Section 1819.02 Water Conservation Measures – Sierra Vista Sub-watershed Overlay Zone.

Ms. Beverly Wilson, Planning Director, presented this item using a PowerPoint presentation. Ms. Wilson gave the background and explained that this item has already been to the Planning and Zoning Commission and as a work session item in front of the Board. She highlighted some main points and said that groundwater is the primary source of water in the

County. She showed a map of the Sierra Vista Subwatershed and noted that in 2006 the Board adopted the Sierra Vista Subwatershed policy plan. She stated that the plan is currently in effect and that it is an important document for the planning division. She listed intent of the amendments: reduce rate of depletion and overall per capita water use; comply with most current conservation fixtures, appliances, and techniques; and ensure efficient delivery of hot water in new developments. She said that staff is recommending approval and noted that there had been a change in language suggested to the planning staff which was important so the County could meet the standards for the water sense program.

Chairman English opened to public hearing.

Ms. Jere Fredenburgh, Sierra Vista citizen, addressed the Board on her concerns over the restrictions of using timers and temperature sensors for the on demand hot water systems.

No one else chose to speak and Chairman English closed the public hearing.

Supervisor Call moved to adopt Zoning Ordinance 14-03, a request to amend the Cochise County Zoning Regulations, Section 1819.02 Water Conservation Measures – Sierra Vista Sub-watershed Overlay Zone. Vice-Chairman Searle seconded the motion.

Chairman English asked Ms. Wilson to address Ms. Fredenburgh's concerns.

Ms. Wilson clarified that the language regarding hot water on demand was in the original document presented to the Board and addressed overuse using timers and temperature sensors on the hot water on demand system.

Chairman English called for the vote and it carried 3-0.

ACTION

Health & Social Services

9. Approve the Cochise County Medication Disposal Program, a two phase collaborative program between the Cochise County Sheriff's Office (CCSO) and Cochise Health & Social Services (CHSS) with Phase I beginning by May 1, 2014, and approval to move forward with formal research and gathering community support for Phase II.

Ms. Mary Gomez, Health & Social Services Director presented this item using a PowerPoint presentation. Ms. Gomez credited Jennifer Steiger, Health & Social Services, and Carol Capas, Sheriff's Office with the idea of the program. She stated that this was a very serious problem in the County, specifically with unintentional drug overdoses. She noted that Cochise County is the second highest county in the state for accidental overdose and drug abuse and misuse. She listed the main reasons why proper med disposal is important: environmental concerns, illegal distribution, nonmedical/recreational use and said that this program would alleviate all those issues. She said that funds to pay for phase 1 of this program would come out of a grant and that they were not asking for any County funds to implement it. She said that the total cost for phase 1 would be \$14,000 and that staff is recommending approval. She briefly explained what phase 2 would be, but clarified that this would only be brought back to the Board if necessary.

Chairman English said that the County Board of Health had actually been researching this topic for many years and was glad to see it was moving forward.

Vice-Chairman Searle moved to approve the Cochise County Medication Disposal Program,

a two phase collaborative program between the Cochise County Sheriff's Office (CCSO) and Cochise Health & Social Services (CHSS) with Phase I beginning by May 1, 2014, and approval to move forward with formal research and gathering community support for Phase II. Supervisor Searle seconded the motion.

Vice-Chairman Searle asked why phase 2 would be necessary and about the volume the phase 1 incinerator would be able to handle.

Ms. Gomez said that if the incinerator from phase 1 could handle what was collected, phase 2 would not be necessary and said that the incinerator could handle 55 gallons at a time.

Chairman English called for the vote and it carried 3-0.

10. Approve an Intergovernmental Agreement (IGA) Contract No. ADHS14-063015 between Cochise Health and Social Services (CHSS) and Arizona Department of Health Services (ADHS) for the Public Health Department Accreditation project effective January 6, 2014 - September 30, 2014 in the amount of \$44,800.

Ms. Mary Gomez, Health & Social Services Director, presented this item. She gave the background and said that there were many benefits in receiving this accreditation: process will improve the services we currently have, measurement against national standards, increased accountability/credibility, show our communities that we care about the services we are providing, access to best practices, and improved job descriptions. She noted that a consultant and coordinator would have to be hired and said that the accreditation would be good for five years.

Vice-Chairman Searle asked if there would be a cost every five years.

Ms. Gomez said that every five years the County would have to pay to be accredited, but noted that this accreditation will most likely be required for health systems in the future. She clarified that the coordinator had to be external so that there would not be any conflict of interest.

Chairman English stated that this would become a requirement for grants.

Supervisor Call asked Mr. Ortega and Mr. Vlahovich if they supported this request.

Mr. Ortega said that with Ms. Gomez's research and future requirement he did support moving forward.

Supervisor Call moved to approve an Intergovernmental Agreement (IGA) Contract No. ADHS14-063015 between Cochise Health and Social Services (CHSS) and Arizona Department of Health Services (ADHS) for the Public Health Department Accreditation project effective January 6, 2014 - September 30, 2014 in the amount of \$44,800. Vice-Chairman Searle seconded the motion.

Chairman English called for the vote and it carried 3-0.

STATE & FEDERAL LEGISLATION

- 11. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Chairman English commented on her meeting with the County Supervisors Association and said that the representative noted he was not in favor of SB1483.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Ortega said that he was currently working with staff on the budget, but was still waiting for the projections for sales tax revenues and did not expect them to offset the \$1.3 million shortfall for fiscal year 2014-2015.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call
Supervisor Call deferred his report.

Report by District 2 Supervisor, Ann English
Chairman English deferred her report.

Report by District 3 Supervisor, Richard Searle
Vice-Chairman Searle deferred his report.

Chairman English adjourned the meeting at 11:01 a.m.

APPROVED:

Ann English, Chairman

ATTEST:

Arlenthe G. Rios, Clerk of the Board

Cochise Co. Demands 2.25.14

76294	01/22/2014	AZ Department of Revenue	\$84.35	76730	02/06/2014	Brady, Shon M.	\$133.33
76654	02/04/2014	Ortega, Michael J.	\$1,423.52	76731	02/06/2014	Brown & White Inc	\$12,179.22
76655	02/04/2014	CitiFinancial-Chandler	\$35.61	76732	02/06/2014	Cable One	\$299.85
76656	02/04/2014	Cochise County/Sheakley/National Bank	\$3,287.98	76733	02/06/2014	Canyon State Wireless Inc.	\$142.50
76657	02/04/2014	Colonial Supplemental Insurance	\$11.50	76734	02/06/2014	Carbajal, Don V	\$260.00
76658	02/04/2014	Correction Officers	\$287.61	76735	02/06/2014	CDW Government	\$182.88
76659	02/04/2014	DCS	\$359.65	76736	02/06/2014	Center for Disease Detection, LLC	\$50.00
76660	02/04/2014	General Revenue Corporation	\$128.85	76737	02/06/2014	CenturyLink	\$96.77
76661	02/04/2014	GMAC, c/o Jennifer A. Christie	\$20.72	76738	02/06/2014	CenturyLink	\$111.64
76662	02/04/2014	Gurstel Chargo PA	\$224.15	76739	02/06/2014	CenturyLink	\$98.03
76663	02/04/2014	NACO West	\$22,490.39	76740	02/06/2014	CenturyLink	\$78.00
76664	02/04/2014	NYS Child Support Processing Center	\$49.00	76741	02/06/2014	Cochise Auto Parts, Inc.	\$105.98
76665	02/04/2014	Pre-paid Legal Services, Inc. dba LegalShield	\$1,676.02	76742	02/06/2014	Cochise Private Industry Council, Inc.	\$37,094.00
76666	02/04/2014	Public Safety Retirement Syst	\$345.83	76743	02/06/2014	Copper Queen Community Hospital	\$8,926.42
76667	02/04/2014	Public Safety Retirement Syst	\$1,231.94	76744	02/06/2014	Copper Queen Community Hospital	\$31.00
76668	02/04/2014	Support Payment Clearinghouse	\$5,664.80	76745	02/06/2014	Copper Queen Medical Associates	\$157.19
76669	02/04/2014	TIAA-CREF as agent for JPMorgan Chase	\$4,120.00	76746	02/06/2014	Copygraphix Inc.	\$23,699.12
76670	02/04/2014	U.S. Department of Education	\$160.79	76747	02/06/2014	County Managers Association of Arizona	\$228.30
76671	02/04/2014	United Way	\$80.00	76748	02/06/2014	CRM of America LLC	\$3,387.41
76672	02/05/2014	Arizona Public Service (APS)	\$35,224.42	76749	02/06/2014	CRM of America LLC	\$7,808.55
76673	02/05/2014	Arizona Public Service (APS)	\$327.13	76750	02/06/2014	Delavega, Alfonso	\$150.00
76674	02/05/2014	Arizona Water Company	\$46.67	76751	02/06/2014	Dell Marketing LP	\$6,099.62
76675	02/05/2014	Arizona Water Company	\$198.83	76752	02/06/2014	Deneke, Buffy	\$300.00
76676	02/05/2014	Bowie Water Improvement District	\$82.12	76753	02/06/2014	Diamond Drugs Inc.	\$6,700.83
76677	02/05/2014	Bowie Water Improvement District	\$44.79	76754	02/06/2014	Direct TV	\$17.00
76678	02/05/2014	Cable One	\$110.50	76755	02/06/2014	Douglas, City of	\$27.21
76679	02/05/2014	CenturyLink	\$172.06	76756	02/06/2014	Empire Southwest LLC	\$3,207.92
76680	02/05/2014	CenturyLink	\$64.84	76757	02/06/2014	FasPsych, LLC	\$2,535.00
76681	02/05/2014	CenturyLink	\$64.48	76758	02/06/2014	Fitness Equipment Source, Inc.	\$6,180.00
76682	02/05/2014	CenturyLink	\$63.27	76759	02/06/2014	Fletcher, Mariann	\$260.00
76683	02/05/2014	Douglas, City of	\$135.91	76760	02/06/2014	Gaylord Bros., Inc.	\$99.26
76684	02/05/2014	Douglas, City of	\$242.20	76761	02/06/2014	GM Propane	\$1,793.09
76685	02/05/2014	Elfrida Water Improvement	\$46.03	76762	02/06/2014	H&A Media Group	\$784.91
76686	02/05/2014	Southwest Gas Corporation	\$1,549.86	76763	02/06/2014	Hancock, Charles	\$81.20
76687	02/05/2014	Southwest Gas Corporation	\$1,835.63	76764	02/06/2014	Hodges Glass Co Inc	\$300.00
76688	02/05/2014	Sparkletts	\$74.19	76765	02/06/2014	Holt, Wallace J.	\$100.00
76689	02/05/2014	Sulphur Springs Valley Elec Coop, Inc.	\$298.73	76766	02/06/2014	Howard, Katie A	\$105.00
76690	02/05/2014	Sulphur Springs Valley Elec Coop, Inc.	\$220.10	76767	02/06/2014	Huachuca Oaks Baptist Camp	\$240.00
76691	02/05/2014	Sulphur Springs Valley Elec Coop, Inc.	\$626.83	76768	02/06/2014	Hutton Partners	\$300.00
76692	02/05/2014	Sulphur Springs Valley Elec Coop, Inc.	\$51.10	76769	02/06/2014	IDenticard Systems, Inc.	\$1,500.00
76693	02/05/2014	Waste Mgmt of AZ - Sierra Vista Hauling	\$272.29	76770	02/06/2014	Innovative Locks and Keys	\$24,238.63
76694	02/05/2014	Whetstone Water Improvement District	\$26.53	76771	02/06/2014	Instrument Development Corporation	\$138.51
76695	02/05/2014	Willcox, City of	\$2,446.10	76772	02/06/2014	Interstate Battery	\$285.28
76696	02/05/2014	Willcox, City of	\$1,679.28	76773	02/06/2014	Keefe Supply Company	\$3,183.07
76697	02/06/2014	AFLAC	\$11,501.84	76774	02/06/2014	Kimberlee K. Mulhern	\$1,669.20
76698	02/06/2014	Alex Espinosa's Bisbee Funeral Home	\$2,752.00	76775	02/06/2014	Laboratory Corporation of America	\$967.00
76699	02/06/2014	Aqua Life	\$13.50	76776	02/06/2014	Littrell, Ann	\$260.00
76700	02/06/2014	ARAMARK Services, Inc.	\$4,082.22	76777	02/06/2014	Logan Simpson Design Inc.	\$14,441.65
76701	02/06/2014	ARAMARK Services, Inc.	\$37,438.66	76778	02/06/2014	Luria, Justin	\$100.00
76702	02/06/2014	Arizona Counties Insurance Pool	\$14,456.02	76779	02/06/2014	Madden Preprint Media	\$317.00
76703	02/06/2014	Arizona Department of Corrections - Douglas	\$68.00	76780	02/06/2014	Manny's St. David Automotive & Towing, Inc.	\$423.50
76704	02/06/2014	Arizona Department of Corrections - Douglas	\$1,161.25	76781	02/06/2014	Means, Dennis F	\$100.00
76705	02/06/2014	Arizona Department of Corrections - Douglas	\$1,484.00	76782	02/06/2014	Merle's Automotive Supply, Inc.	\$1,389.48
76706	02/06/2014	Arizona Department of Corrections - Douglas	\$757.50	76783	02/06/2014	Newport 653 Graphic Design	\$100.00
76707	02/06/2014	Arizona Department of Corrections - Douglas	\$432.50	76784	02/06/2014	Nyander, Penny Sue	\$736.40
76708	02/06/2014	Arizona Department of Corrections - Douglas	\$68.00	76785	02/06/2014	O'Rielly Chevrolet, Inc.	\$394.49
76709	02/06/2014	AZ Department of Corrections ASPC-Tucson	\$153.25	76786	02/06/2014	Office Max	\$73.92
76710	02/06/2014	Arizona Department of Economic Security	\$9,905.25	76787	02/06/2014	Olivares, Veronica	\$60.00
76711	02/06/2014	Arizona Department of Revenue	\$8,061.11	76788	02/06/2014	One Random Act, LLC	\$8,718.76
76712	02/06/2014	Arizona Department of Transportation	\$933.08	76789	02/06/2014	Porta-Pot	\$745.50
76713	02/06/2014	Arizona State Land Department	\$681.04	76790	02/06/2014	Precise Digital	\$6,197.02
76714	02/06/2014	Arizona State Prison Complex - Fort Grant	\$84.26	76791	02/06/2014	Precise Digital	\$1,833.07
76715	02/06/2014	Arizona State Prison Complex - Fort Grant	\$225.00	76792	02/06/2014	Prudential Overall Supply	\$131.46
76716	02/06/2014	Arizona State Prison Complex - Fort Grant	\$105.32	76793	02/06/2014	Prudential Overall Supply	\$135.77
76717	02/06/2014	Arizona State Prison Complex - Fort Grant	\$155.00	76794	02/06/2014	Radiology Ltd	\$224.35
76718	02/06/2014	Arizona State Prison Complex - Fort Grant	\$385.00	76795	02/06/2014	Recorded Books, LLC	\$6,808.54
76719	02/06/2014	Arizona State Prison Complex - Fort Grant	\$311.50	76796	02/06/2014	Reed, Cynthia - Court Reporter	\$106.40
76720	02/06/2014	Arizona Supreme Court	\$62,881.25	76797	02/06/2014	Richardson's Mortuary	\$1,525.00
76721	02/06/2014	B & D Lumber & Hardware	\$641.41	76798	02/06/2014	Robertson, Bonita Shirley	\$1,500.00
76722	02/06/2014	Banning Creek Enterprises, LLC	\$6,000.00	76799	02/06/2014	Ross, Ramiro	\$61.99
76723	02/06/2014	Barnetts Towing LLC	\$95.00	76800	02/06/2014	Rothrock, Rodney	\$260.00
76724	02/06/2014	Benson, City of	\$115.76	76801	02/06/2014	Safelite Autoglass Corp.	\$29.95
76725	02/06/2014	Bernal, Mary Elaine	\$300.00	76802	02/06/2014	Sanders, Jody	\$150.00
76726	02/06/2014	Bisbee Observer	\$102.32	76803	02/06/2014	Schlesinger, Aaron	\$467.00
76727	02/06/2014	Bisbee Observer	\$148.29	76804	02/06/2014	Senergy Petroleum LLC	\$30,724.94
76728	02/06/2014	Bisbee Towing	\$125.00	76805	02/06/2014	Senergy Petroleum LLC	\$17,488.61
76729	02/06/2014	Bisbee, City of (Ambulance)	\$5,710.07	76806	02/06/2014	Sierra Vista Diagnostics	\$262.50

76807	02/06/2014	Sloan R. King, PhD, LLC	\$7,500.00	76885	02/10/2014	Public Safety Retirement Syst	\$22,262.56
76808	02/06/2014	South East Arizona Legal Support (SEALS)	\$242.00	76886	02/11/2014	AZ Dept of Administration-Risk Managemt	\$6,230.11
76809	02/06/2014	Southwestern Border Sheriffs' Coalition	\$200.00	76887	02/12/2014	Arizona Water Company	\$124.48
76810	02/06/2014	Sparkletts	\$86.56	76888	02/12/2014	Bisbee, City of	\$8,125.16
76811	02/06/2014	Stamback Septic Service	\$611.50	76889	02/12/2014	CenturyLink	\$762.15
76812	02/06/2014	Staples	\$1,194.21	76890	02/12/2014	Culligan of Tucson	\$235.67
76813	02/06/2014	Stericycle Inc.	\$196.47	76891	02/12/2014	Prudential Overall Supply	\$34.61
76814	02/06/2014	Sulphur Springs Valley Elec Coop, Inc.	\$119.61	76892	02/12/2014	Southwest Disposal LC	\$75.87
76815	02/06/2014	Sutro, Livingston	\$260.00	76893	02/12/2014	Southwest Gas Corporation	\$227.95
76816	02/06/2014	Systems Technology Staffing LLC	\$11,875.00	76894	02/12/2014	Sparkletts	\$23.67
76817	02/06/2014	TALX UC eXpress	\$3,022.25	76895	02/12/2014	Sulphur Springs Valley Elec Coop, Inc.	\$5,807.31
76818	02/06/2014	Thomson West	\$1,094.52	76896	02/12/2014	Sulphur Springs Valley Elec Coop, Inc.	\$350.82
76819	02/06/2014	Truck and Trailer Parts	\$775.96	76897	02/12/2014	Valley Telephone Cooperative, Inc.	\$478.44
76820	02/06/2014	U.S. Healthworks Medical Group of AZ, PC	\$169.00	76898	02/12/2014	Verizon Wireless	\$280.97
76821	02/06/2014	UniFirst Corporation	\$161.26	76899	02/12/2014	Verizon Wireless	\$184.37
76822	02/06/2014	UniFirst Corporation	\$161.26	76900	02/12/2014	Verizon Wireless	\$753.17
76823	02/06/2014	University Physicians Healthcare, Inc.	\$266.61	76901	02/13/2014	A.L.E.R.T. AZ Law Enforcement Radar Tech	\$6,271.00
76824	02/06/2014	Valley Telephone Cooperative, Inc.	\$112.26	76902	02/13/2014	ACE Hardware - Bisbee	\$64.84
76825	02/06/2014	Verizon Wireless	\$250.83	76903	02/13/2014	Alternative Counseling Service, Inc	\$260.00
76826	02/06/2014	Verizon Wireless	\$116.12	76904	02/13/2014	Arizona Department of Administration	\$5,000.00
76827	02/06/2014	Verizon Wireless	\$54.09	76905	02/13/2014	Arizona Department of Corrections - Douglas	\$616.00
76828	02/06/2014	Verizon Wireless	\$22.19	76906	02/13/2014	Arizona Department of Corrections - Douglas	\$12.00
76829	02/06/2014	Verizon Wireless	\$108.48	76907	02/13/2014	Arizona Department of Corrections - Douglas	\$64.00
76830	02/06/2014	Voyager Fleet System, Inc.	\$2,042.66	76908	02/13/2014	Arizona Department of Revenue	\$7.35
76831	02/06/2014	Waste Mgmt of AZ - Sierra Vista Hauling	\$220.21	76909	02/13/2014	Arizona Hiking Shack Rescue (AHS)	\$2,665.26
76832	02/06/2014	Watson Chevrolet	\$479.91	76910	02/13/2014	Arizona State Hospital	\$5,074.03
76833	02/06/2014	Wells, Doris	\$647.50	76911	02/13/2014	Arizona State Hospital	\$5,074.03
76834	02/06/2014	Wells, Doris	\$70.00	76912	02/13/2014	Arizona State Treasurer	\$184,567.00
76835	02/06/2014	West Press	\$918.13	76913	02/13/2014	Arizona Supreme Court	\$14,625.00
76836	02/06/2014	West Press	\$1,615.01	76914	02/13/2014	Baker & Taylor, Inc.	\$2,117.89
76837	02/06/2014	Westlawn Chapel & Mortuary	\$500.00	76915	02/13/2014	Bank of America	\$129,398.11
76838	02/06/2014	Westlawn Chapel & Mortuary	\$390.00	76916	02/13/2014	Banning Creek Enterprises, LLC	\$4,000.00
76839	02/06/2014	Wick Communications	\$440.25	76917	02/13/2014	Benson Police Department	\$325.10
76840	02/06/2014	Willcox Auto Parts Inc.	\$45.08	76918	02/13/2014	BI Incorporated	\$981.10
76841	02/06/2014	Willcox Auto Parts Inc.	\$670.77	76919	02/13/2014	Bisbee, City of (Ambulance)	\$1,032.22
76842	02/06/2014	Willcox, City of	\$142.09	76920	02/13/2014	Bob Barker Company, Inc.	\$53.05
76843	02/06/2014	WR Ryan Company	\$2,242.52	76921	02/13/2014	Bowie Chamber of Commerce	\$25.00
76844	02/06/2014	Zumar Industries Inc	\$7,452.90	76922	02/13/2014	Bug-Wiser Exterminating, Inc.	\$838.00
76845	02/06/2014	Boroski, Michael	\$1,231.12	76923	02/13/2014	Bug-Wiser Exterminating, Inc.	\$35.00
76846	02/06/2014	Cochise County Finance Revolving Fund	\$200.00	76924	02/13/2014	Bug-Wiser Exterminating, Inc.	\$180.00
76847	02/06/2014	Cochise County Workforce Division	\$275.00	76925	02/13/2014	Canyon Building & Design, LLC	\$53,498.57
76848	02/06/2014	Cronin, Robbin	\$700.00	76926	02/13/2014	Canyon State Wireless Inc.	\$285.00
76849	02/06/2014	English, Ann	\$671.71	76927	02/13/2014	Carondelet Health Care Corp	\$2,082.96
76850	02/06/2014	Manahan, Gail C.	\$487.50	76928	02/13/2014	Carson, Stephen L PhD	\$300.00
76851	02/06/2014	Miller, Sean	\$700.00	76929	02/13/2014	Catholic Comm Services Southern AZ, Inc.	\$385.00
76852	02/06/2014	Moreno, Nelson	\$700.00	76930	02/13/2014	CEMEX Construction Materials South, LLC	\$8,663.43
76853	02/06/2014	Munoz, Ana Angelica	\$300.15	76931	02/13/2014	Center Point Large Print	\$228.27
76854	02/06/2014	Riggs, Karen C.	\$62.00	76932	02/13/2014	CenturyLink	\$267.48
76855	02/06/2014	Roberts, Kevin	\$75.00	76933	02/13/2014	CenturyLink	\$842.41
76856	02/06/2014	Sierra Vista, City of	\$188.00	76934	02/13/2014	Child & Family Resources, Inc.	\$7,853.47
76857	02/06/2014	Trujillo, Jeffrey D.	\$525.00	76935	02/13/2014	Cochise College	\$7,110.00
76858	02/06/2014	Willcox Unified School District #13	\$40,000.00	76936	02/13/2014	Cochise Private Industry Council, Inc.	\$41,654.00
76859	02/06/2014	Willcox Unified School District #13	\$46,348.24	76937	02/13/2014	Cochise Supplies, Inc.	\$27.77
76860	02/06/2014	Appelo, Regan C	\$294.12	76938	02/13/2014	Cogent Healthcare of Arizona, PC	\$302.80
76861	02/06/2014	Berry, Trudy	\$34.00	76939	02/13/2014	Copper Queen Community Hospital	\$520.00
76862	02/06/2014	Brt, James	\$387.60	76940	02/13/2014	Copygraphix Inc.	\$128.05
76863	02/06/2014	Cooper, Renee	\$316.84	76941	02/13/2014	CSIPM	\$740.00
76864	02/06/2014	De La Cruz, Noriko	\$130.97	76942	02/13/2014	Deneke, Buffy	\$300.00
76865	02/06/2014	Demeroto, Patty	\$348.86	76943	02/13/2014	Diehl, Helene Joyce	\$924.00
76866	02/06/2014	Dunlap, Mary Ellen	\$116.48	76944	02/13/2014	Douglas, City of	\$943.00
76867	02/06/2014	Eskue, Beverly J	\$27.00	76945	02/13/2014	Ducts Unlimited	\$325.00
76868	02/06/2014	Furnier, Katja	\$29.23	76946	02/13/2014	Election Administrators, LLC	\$8,910.00
76869	02/06/2014	Graeme, Nina Sue	\$15.68	76947	02/13/2014	Empowerment Systems, Inc.	\$350.00
76870	02/06/2014	Honorable David Morales	\$27.36	76948	02/13/2014	Engineering Environmental Consultants, Inc.	\$5,544.00
76871	02/06/2014	Honorable Trevor L. Ward	\$80.64	76949	02/13/2014	ENTRUST AZ RETIREMENT PLAN %10784	\$44.69
76872	02/06/2014	Lacombe, Kathleen A.	\$212.24	76950	02/13/2014	Gale Group	\$599.59
76873	02/06/2014	Lamberton, Karen Lynn	\$54.00	76951	02/13/2014	Genesis OB/GYN, PC	\$53.57
76874	02/06/2014	Lewis, Marie	\$17.00	76952	02/13/2014	George Medina - George's Upholstery	\$98.01
76875	02/06/2014	McCleave, Keturah	\$55.72	76953	02/13/2014	Granite Construction Company	\$827.81
76876	02/06/2014	Oertel, Brian	\$44.24	76954	02/13/2014	Guinane, Christina Ann	\$645.75
76877	02/06/2014	Rubio, Martin	\$62.72	76955	02/13/2014	Kathy N. Bell, N.P.	\$2,450.00
76878	02/06/2014	Scull, Dely G	\$58.00	76956	02/13/2014	Keefe Supply Company	\$1,602.55
76879	02/06/2014	Silverberg, Eric J.	\$44.00	76957	02/13/2014	Laboratory Corporation of America	\$352.00
76880	02/06/2014	Syphurs, Deborah	\$71.00	76958	02/13/2014	Language Line Services, Inc.	\$106.23
76881	02/06/2014	Welch, Catherine	\$130.20	76959	02/13/2014	Language Line Services, Inc.	\$51.75
76882	02/10/2014	AOC Corrections Officer Retire	\$18,073.26	76960	02/13/2014	Logicalis, Inc.	\$122,905.20
76883	02/10/2014	Correction Officers	\$15,809.83	76961	02/13/2014	Long, Jerrod D. DDS	\$936.00
76884	02/10/2014	Public Safety Retirement Syst	\$79,656.05	76962	02/13/2014	Merle's Automotive Supply, Inc.	\$87.74

76963	02/13/2014	MME Consulting Services LLC	\$75.00	77041	02/13/2014	Ramage, Juliana	\$131.88
76964	02/13/2014	NI Government Services Inc	\$235.36	77042	02/13/2014	Rubio, Martin	\$62.72
76965	02/13/2014	Norment Security Group Inc.	\$529.60	77043	02/13/2014	Salaiz, Anastacio	\$5.65
76966	02/13/2014	Nyander, Penny Sue	\$357.30	77044	02/13/2014	Sawinski, Cindy	\$275.67
76967	02/13/2014	OCLC Online Computer Library Center, Inc.	\$700.98	77045	02/13/2014	Tomlinson, Cheryl	\$153.44
76968	02/13/2014	Office Max	\$10.58				
76969	02/13/2014	Panayiotis A. Ellinas, MD MPH	\$625.00				
76970	02/13/2014	Parent, Carol	\$23.52				
76971	02/13/2014	Pearson, Chayada	\$478.48				
76972	02/13/2014	Power, Danny	\$94.91				
76973	02/13/2014	Prudential Overall Supply	\$116.74				
76974	02/13/2014	Psychological & Consulting Services	\$1,350.00				
76975	02/13/2014	Radiology Ltd	\$524.53				
76976	02/13/2014	Ray Allen Manufacturing, LLC	\$1,529.99				
76977	02/13/2014	Recorded Books, LLC	\$98.04				
76978	02/13/2014	Rehab Creative, LLC	\$5,600.00				
76979	02/13/2014	RF Eye PC dba Cochise Eye & Laser	\$170.00				
76980	02/13/2014	Robertson, Bonita Shirley	\$445.60				
76981	02/13/2014	Robertson, Bonita Shirley	\$300.00				
76982	02/13/2014	Robertson, Bonita Shirley	\$67.50				
76983	02/13/2014	Safeway Stores Inc.	\$105.37				
76984	02/13/2014	Santa Cruz County	\$15.13				
76985	02/13/2014	Schlesinger, Aaron	\$392.00				
76986	02/13/2014	Schlesinger, Aaron	\$47.60				
76987	02/13/2014	Senergy Petroleum LLC	\$14,252.80				
76988	02/13/2014	Senergy Petroleum LLC	\$29,123.02				
76989	02/13/2014	Service Solutions Group	\$877.42				
76990	02/13/2014	Sierra OB GYN	\$361.78				
76991	02/13/2014	Sierra Vista Herald/Bisbee Daily Review	\$423.07				
76992	02/13/2014	Sloan R. King, PhD, LLC	\$7,687.50				
76993	02/13/2014	Sonora Behavioral Health	\$2,250.00				
76994	02/13/2014	Southern AZ Children's Advocacy Ctr-SACAC	\$825.00				
76995	02/13/2014	Southwest Disposal LC	\$75.87				
76996	02/13/2014	Sparkletts	\$14.95				
76997	02/13/2014	St. Lukes Behavioral Hospital, LP	\$8,492.00				
76998	02/13/2014	Stantec Consulting Services, Inc.	\$9,223.68				
76999	02/13/2014	Staples	\$1,008.34				
77000	02/13/2014	Stericycle Inc.	\$245.20				
77001	02/13/2014	Tab Office Resources	\$650.00				
77002	02/13/2014	Thomson West	\$4,109.34				
77003	02/13/2014	TNA Salon n Boxing	\$650.00				
77004	02/13/2014	Tucson Medical Center	\$2,325.00				
77005	02/13/2014	Tucson Tallow Co., Inc.	\$375.00				
77006	02/13/2014	U.S. Healthworks Medical Group of AZ, PC	\$169.00				
77007	02/13/2014	University Medical Center	\$3,708.81				
77008	02/13/2014	University Physicians Healthcare, Inc.	\$60.57				
77009	02/13/2014	Valley Telephone Cooperative, Inc.	\$753.17				
77010	02/13/2014	Valley Telephone Cooperative, Inc.	\$34.42				
77011	02/13/2014	Verizon Wireless	\$1,129.27				
77012	02/13/2014	Verizon Wireless	\$3,588.80				
77013	02/13/2014	Verizon Wireless	\$40.01				
77014	02/13/2014	Verizon Wireless	\$36.19				
77015	02/13/2014	Verizon Wireless	\$917.74				
77016	02/13/2014	Watson Chevrolet	\$1,304.82				
77017	02/13/2014	Waxie Sanitary Supply	\$404.02				
77018	02/13/2014	Western Neurosurgery Ltd	\$563.92				
77019	02/13/2014	Wick Communications	\$195.00				
77020	02/13/2014	Willcox Auto Parts Inc.	\$202.71				
77021	02/13/2014	Willcox Auto Parts Inc.	\$450.80				
77022	02/13/2014	Zumar Industries Inc	\$2,047.50				
77023	02/13/2014	Arizona Department of Transportation	\$10.00				
77024	02/13/2014	Cochise County Sheriff's Department	\$207.30				
77025	02/13/2014	Cochise County Sheriff's Department	\$2,202.86				
77026	02/13/2014	Copper Queen Community Hospital	\$2,336.00				
77027	02/13/2014	Corey, Karen R. MS	\$690.00				
77028	02/13/2014	Federal Aviation Administration	\$29,469.00				
77029	02/13/2014	Magoffin, Michael	\$750.90				
77030	02/13/2014	Palermo, Timothy	\$700.00				
77031	02/13/2014	Personnel Evaluation Inc.	\$60.00				
77032	02/13/2014	Pitney Bowes Reserve Account	\$10,000.00				
77033	02/13/2014	Searle, Richard	\$990.64				
77034	02/13/2014	Sierra Vista, City of	\$10.00				
77035	02/13/2014	Gilligan, Judith	\$67.20				
77036	02/13/2014	Gomez, Mary	\$180.28				
77037	02/13/2014	Greene, Patrick K.	\$33.09				
77038	02/13/2014	Honorable Trevor L. Ward	\$80.64				
77039	02/13/2014	Lueck, Elizabeth	\$57.12				
77040	02/13/2014	Orduno, Elda	\$81.48				

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 03/11/2014

Proclamation - 50th Anniversary of the Vietnam War

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME na

TITLE na

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve a Proclamation declaring January 1, 2014 through December 31, 2017 as the commemoration of the 50th Anniversary of the Vietnam War.

Background:

The Commemorative Partner Program is designed for federal, state and local communities, veterans' organizations and other nongovernmental organizations to assist a grateful nation in thanking and honoring our Vietnam Veterans and their families. Commemorative Partners are encouraged to participate in the Commemoration of the Vietnam War by planning and conducting events and activities that will recognize the Vietnam Veterans and their families' service, valor, and sacrifice. Events and activities should be dignified, memorable occasions that show a sensitivity and appreciation for the solemnity of war and the losses suffered by many. Commemorative Partners should communicate how their events will achieve the Congressionally-mandated objectives of the program. Events or activities should meet one or more of the Congressionally-mandated objectives of the program, and as a minimum, with an emphasis on objective one.

1. To thank and honor veterans of the Vietnam War, including personnel who were held as prisoners of war or listed as missing in action, for their service and sacrifice on behalf of the United States and to thank and honor the families of these veterans.
2. To highlight the service of the Armed Forces during the Vietnam War and the contributions of Federal agencies and governmental and non-governmental organizations that served with, or in support of, the Armed Forces.
3. To pay tribute to the contributions made on the home front by the people of the United States during the Vietnam War.
4. To highlight the advances in technology, science, and medicine related to military research conducted during the Vietnam War.
5. To recognize the contributions and sacrifices made by the allies of the United States during the Vietnam War.

To become an official Commemorative Partner, organizations must submit an application and a signed Statement of Understanding. Applications are available at www.VietnamWar50th.com on the Commemorative Partner Program. The approval process is usually less than 30 days. Partners are kept informed through electronic notifications. Once approved as a Partner, the Commemoration will provide

organizations with a starter kit of materials for developing and implementing their programs. Questions regarding the Commemorative Partner Program application process can be directed to: whs.vnwar50th_cpp@mail.mil. We look forward to working with you and your organization in assisting a grateful nation in thanking and honoring our Vietnam Veterans and their families.

Department's Next Steps (if approved):

Post a copy of the proclamation

Impact of NOT Approving/Alternatives:

January 1, 2014 through December 31, 2017 will not be declared as the commemoration of the 50th Anniversary of the Vietnam War.

To BOS Staff: Document Disposition/Follow-Up:

File proclamation

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Proclamation

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlethe G. Rios
Clerk

PROCLAMATION

50th Anniversary of the Vietnam War

WHEREAS, Although American involvement in the conflict of Vietnam spanned several decades and presidencies, the ground offensive officially began in March of 1965 with the deployment of 2,500 Marines. By Christmas of that year, nearly 200,000 American troops were in the country; and

WHEREAS, Though long and controversial in nature, this war in many ways defined an entire generation of Americans and numerous brave men and women served during the conflict.

WHEREAS, By the official end of the Vietnam War in April of 1975, nearly 3 million American servicemen and women had been on the ground, in the air, on the rivers, and at sea within Vietnam's borders serving in some capacity during the conflict. At least 58,195 paid the ultimate sacrifice during this difficult and painful period; and

WHEREAS, The freedoms and liberties we are blessed to enjoy are a direct result of the courage, devotion, and sacrifice of the members of our Armed Forces. We are grateful for their brave service and draw inspiration and pride from all that they are;

NOW, THEREFORE, BE IT RESOLVED THAT WE, the Cochise County Board of Supervisors do hereby proclaim January 1, 2014 through December 31, 2017 as the commemoration of the 50th Anniversary of the Vietnam War.

APPROVED AND ADOPTED this 11th day of March, 2014

Ann English, Chairman

Richard Searle, Vice-Chairman

Patrick Call, Supervisor

Regular Board of Supervisors Meeting

Meeting Date: 03/11/2014

Letter of Support for Cochise Fair Association regarding Horse Racing

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve a letter of support to restore funding to the Arizona Department of Racing for horse racing hosted by the Cochise County Fair Association.

Background:

Horse racing has not been in Cochise County due to lack of funds. Restoring funds to the Arizona Department of Racing would positively impact the economy in Cochise County by allowing the Department of Racing to host horse racing in our County.

Department's Next Steps (if approved):

Send letter to Gov. Jan Brewer.

Impact of NOT Approving/Alternatives:

Gov. Brewer will not know Cochise County's stance on this issue.

To BOS Staff: Document Disposition/Follow-Up:

Send letter to Gov. Jan Brewer with a copy to Cochise County Fair Association, Representatives Gowan and Stevens, Danny Ortega, Mayor of City of Douglas.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Letter

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Arlethe G. Rios
Clerk

February 28, 2014

The Honorable Janice K. Brewer
Arizona Governor
Executive Tower
1700 West Washington Street
Phoenix, AZ 85007

Re: Restoration of funding for horse racing in rural counties

Dear Governor Brewer:

Cochise County is fully supportive of restoring funding to the Arizona Department of Racing in the amount of \$350,000 to ultimately assist in hosting horse racing here in our county and five other rural counties. It is our understanding that this funding will offset some of the costs associated with racing and will allow our local Fair Association to host such an event, much like what was held years ago.

Aside from providing much needed recreational activities for the rural parts of the state, horse racing serves to honor and preserve an extremely important part of our heritage. Without the racing the horse industry would not have a basis for continuing.

Attached please find letters of support for this effort from the Cochise County Fair Association, City of Douglas and the Arizona Thoroughbred Breeders Association.

We hope you will consider this request and restore funding to the Department of Racing. Please feel free to contact us if you have any questions or would like to discuss this matter in more detail.

Sincerely,

Ann English
Supervisor, District 2, Chair

Richard Searle
Supervisor, District 3

Pat Call
Supervisor, District 1

cc: Gail Griffin, Senator, District 14
David Stevens, State Representative, District 14
David Gowan, State Representative, District 14
Danny Ortega, Mayor, City of Douglas
Michael J. Ortega, County Administrator

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 03/11/2014

Republican Precinct Committee Members

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve the appointment of the following person as Precinct Committee person for the Republican Party of Cochise County: Precinct #21 Pomerene, Heather Floyd.

Background:

Requested by the Cochise County Republican Committee and verified as eligible by the County Elections department.

Department's Next Steps (if approved):

Send letters to those approved with copies to Elections and to the Cochise County Republican Party.

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

Send letters to committee members.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Precinct Approval

PRECINCT COMMITTEEMEN VERIFICATION FORM
2/28/2014

LAST NAME	FIRST NAME	MIDDLE NAME	ADDRESS/PO BOX	PART	PRECINCT	# PC NEEDED	CURRENT # OF PC	DO NOT APPROVE	DATE	INITIALS
Floyd	Heather		PO Box 344 1845 N Flying Horseshoe Road Dragoon, AZ 85609	Y Rep	#21 Pomerene	5	0	X	2/28/2014	wly



**Cochise County Republican Committee
Post Office Box 615
Sierra Vista, AZ 85636-0615**

February 24, 2014

Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, AZ 85603

Supervisors,

I recommend the following individual be appointed as Cochise County Republican Committeeman:

Heather Floyd
PO Box 344
1845 N. Flying Horseshoe Road
Dragoon, AZ 85609

Precinct # 21 Pomerene

OK
ymdr
2-28-2014

Regards,

Casey Jones
Chairman, Cochise County Republican Committee
520-249-34487

Regular Board of Supervisors Meeting

Meeting Date: 03/11/2014

Memorandum of Understanding with BLM for EIS San Pedro Riparian National Conservation Area Resource Mangement Plan

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate

or Basis for Support?:

Information

Agenda Item Text:

Approve a Memorandum of Understanding between the Department of the Interior, Bureau of Land Management, and Cochise County for the purpose of preparing the San Pedro Riparian National Conservation Area Resource Management Plan and the Environmental Impact Statement.

Background:

The purposes of this MOU are:

- A. To designate Cochise County as a Cooperating Agency in the RMP/EIS process.
- B. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMP/EIS in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the RMP/EIS and the Record of Decision (ROD).
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.
- E. To formally recognize shared commitments to maintaining local cultures and traditions, and maintaining and enhancing the local economy that sustains local communities while protecting the resources of the SPRNCA.
- F. To formally recognize the national and global value of the SPRNCA and to recognize the responsibility to manage the SPRNCA to achieve the purposes mandated by Congress.

Department's Next Steps (if approved):

Obtain Signature of Board of Supervisors Chair on the MOU, have personnel and consultants participate in development of the Draft EIS, provide updates on progress to the Board of Supervisors, and bring any additional funding requirements before the Board if necessary.

Impact of NOT Approving/Alternatives:

The County would be treated as any member of the public and would not have the opportunity to influence the development of alternatives or selection of the preferred alternative in the Draft EIS before it is released for public comment.

To BOS Staff: Document Disposition/Follow-Up:

Send to
David McIntyre
SPRNCA RMP Team Leader
BLM Tucson Field Office
3201 Universal Way
Tucson AZ 85756
dmcintyre@blm.gov
520 258 7259

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Memorandum of Understanding

Memorandum of Understanding
Between
The Department of the Interior, Bureau of Land Management and
Cochise County
as a Cooperating Agency

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management (“BLM”) and Cochise County (“Cooperator”) for the purpose of preparing the San Pedro Riparian National Conservation Area Resource Management Plan and Environmental Impact Statement (RMP/EIS). The BLM is the lead federal agency for development of the San Pedro Riparian National Conservation Area RMP/EIS. The BLM acknowledges that the Cooperator has special expertise applicable to the RMP/EIS effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by Cochise County as a Cooperating Agency and the BLM (“the Parties”).

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality’s National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the BLM’s planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

II. Purpose

The purposes of this MOU are:

- A. To designate Cochise County as a Cooperating Agency in the RMP/EIS process.
- B. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMP/EIS in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the RMP/EIS and the Record of Decision (ROD).
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.
- E. To formally recognize shared commitments to maintaining local cultures and traditions, and maintaining and enhancing the local economy that sustains local communities while protecting the resources of the SPRNCA.

- F. To formally recognize the national and global value of the SPRNCA and to recognize the responsibility to manage the SPRNCA to achieve the purposes mandated by Congress.

III. Authorities for the MOU

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1. National Environmental Policy Act of 1969 (42 U.S .c. 432 I et seq.).
 - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
 - 3. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
 - 4. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)
 - 5. Alternative Dispute Resolution Act of 1990; 5 U.S.C. 581 et seq.
 - 6. Intergovernmental Cooperation Act of 1968; 40 U.S.C. 531.
- B. The authorities of Cochise County to enter into this MOU include, but are not limited to:
 - 1. Arizona Revised Statutes (A.R.S.) § 11-952.
 - 2. A.R.S. § 11-802.

IV. Roles and Responsibilities

- A. BLM Responsibilities:
 - 1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft RMP/Draft EIS, the Proposed RMP/Final EIS, and the ROD. The BLM's responsibilities include determining the purpose of and need for the RMP, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
 - 2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the RMP/EIS planning process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law or special expertise.

3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the Cooperator with copies of documents underlying the RMP/EIS relevant to the Cooperator's responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final RMP/EISs.
4. BLM will provide the Cooperator with the EIS schedule, including review time frames, and with any changes to the schedule as early as practicable. When providing the Cooperator with documents and working drafts, BLM will, to the extent possible, give a reasonable time frame for review and return of consolidated and comprehensive comments.

B. Cooperating Agency Responsibilities:

1. Cochise County is a Cooperating Agency in this planning process and is recognized to have special expertise in the following areas:
 - a. Socio-economic data such as demographics, activities, values, water, and realty issues
 - b. County planning information particularly as it pertains to the SPRNCA
 - c. Geology, hydrogeology, and other surface and groundwater expertise particularly as it pertains to the Sierra Vista sub watershed.
 - d. Fisheries and wildlife biology, aquatic ecology, botany and wetlands resource sciences and management expertise particularly as it pertains to the Upper San Pedro River system and the surrounding watersheds.
2. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the RMP/EIS, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, the Cooperator will provide information on the following topics:
 - a. Cochise County planning documents and information
 - b. Socio-economic information
3. Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve planning issues, providing input to the draft Analysis of the Management Situation, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the RMP/EIS and supporting documents. (See also Section C.4.)

C. Responsibilities of the Parties:

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements.
2. The Parties agree to comply with the planning schedule, as provided and updated by BLM, including dates for RMP/EIS milestones and timeframes for Cooperator's reviews and submissions.
3. Each Party agrees to fund its own expenses associated with the SPRNCA RMP/EIS process.
4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

V. Other Provisions

A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

B. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

C. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the SPRNCA RMP/EIS. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.

D. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the RMP/EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's views in the Draft RMP/Draft EIS and the Proposed RMP/Final EIS. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.

E. Management of information.

The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The BLM acknowledges that the Cooperator's handling of these materials may be impacted by

Arizona Public Records Law. The Parties agree that the BLM at its discretion may withhold from the cooperator those documents that would otherwise be available for public release under Arizona Public Records Law.

VI. Agency Representatives

Each Party will designate a representative and alternate representative, as described in Attachment B, to ensure coordination between the Cooperator and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Party. Each Party may designate additional staff members or consultants for inclusion on electronic correspondence distribution lists.

VII. Administration of the MOU

A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and at least one Cooperator.

B. Amendment. This MOU may be amended through written agreement of all signatories.

C. Termination. If not terminated earlier, this MOU will end when the ROD for the SPRNCA RMP/EIS is approved by the BLM State Director. Any Party may end its participation in this MOU by providing written notice to BLM.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

Cochise County
1415 Melody Lane, Building G
Bisbee, AZ 85603

Ann English, Chair, Board of Supervisors

Date

Bureau of Land Management
Tucson Field Office
3201 E. Universal Way
Tucson, AZ 85756

Signature

Title

Date

Attachment A

Cooperating Agency Participation in the SPRNCA RMP/EIS

	RMP/EIS Stage	Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise
1	Conduct scoping and identify issues	Provide input on preparation plan; identify coordination requirements based on CA plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Develop planning criteria	Provide advice on proposed planning criteria.
3	Collect inventory data	Identify data needs; provide data and technical analyses within the CA's expertise.
4	Analyze management situation	Provide input on the Draft Analysis of the Management Situation (AMS) and aid in interpreting the AMS to constituents.
5	Formulate alternatives	Collaborate with field manager in developing alternatives. Suggest land allocations or management actions to resolve issues. [Decision to select alternatives for analysis is reserved to the BLM.]
6	Estimate effects of alternatives	Provide effects analysis within the CA's expertise; identify direct, indirect, and cumulative effects within the CA's expertise; suggest mitigation measures for adverse effects.
7	Select the preferred alternative; issue Draft RMP/EIS	Collaborate with field manager in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft RMP-DEIS. The CAs may provide written, public comments on draft if desired. [Decision to select a preferred alternative and to issue a draft is reserved to the BLM.]
8	Respond to comments	As appropriate, review comments within the CA's expertise and provide assistance in preparing BLM's responses.
8a	Issue Proposed RMP/FEIS	[Action reserved to BLM.]
8b	Initiate Governor's Consistency Review	Once initiated by the BLM, state CAs should contribute to the Governor's Consistency Review.
9	Sign Record of Decision (ROD) [or]	[Action reserved to the BLM.]
9a	Resolve protests; modify Proposed RMP/FEIS if needed; sign ROD	[Action reserved to the BLM.] A CA that has provided information relevant to a protest may be asked for clarification.

Attachment B
Agency Representatives

Plan: SPRNCA RMP/EIS

Bureau of Land Management

Primary Representative: Viola Hillman, Field Office Manager, vhillman@blm.gov

Backup Representative: Karen Simms, Assistant Field Office Manager, ksimms@blm.gov

Cochise County

Primary Representative: James E. Vlahovich, Deputy County Administrator

Backup Representative: Michael J. Ortega, P.E., County Administrator

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 03/11/2014

Acceptance of County Engineer's recommendation and scheduling a public hearing to establish Apache Pointe Rd as a declared County Highway.

Submitted By: Frances Marinez, Community Development

Department: Community Development **Division:** Right of Way

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: Karen Riggs **TITLE of PRESENTER:** Director

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 28-6701 thru 28-6703

Information

Agenda Item Text:

Approve the County Engineer's recommendation to establish approximately 0.7 miles of Apache Pointe Rd, as described therein, as a Declared County Highway and schedule a public hearing for March 25, 2014.

Background:

As permitted by the Public Private Partnership Program, an inquiry was received regarding the feasibility of improving Apache Pointe Road from Richards Road, west approximately 0.7 miles to its west end. The inquiry was reviewed, an engineering report prepared, and the required contribution has been fulfilled. Upgrading this portion of Apache Pointe Road to a chip sealed surface has been determined to be feasible and a benefit to both the County and the public. In order to facilitate improvements proposed through the Public Private Partnership Program, this segment must now be established as a Declared County Highway. The action before you today is acceptance of the Engineer's recommendation and scheduling a public hearing in accordance with statutory requirements to establish this road segment as a Declared County Highway.

Department's Next Steps (if approved):

Upon acceptance of the petition, a public hearing will be scheduled and advertised as required by statute.

Impact of NOT Approving/Alternatives:

That portion of Apache Pointe Road will not be chip sealed and no improvement will be made at this time.

To BOS Staff: Document Disposition/Follow-Up:

Once signed, please return the public notice to H&F, attn: Pam Hudgins. Right-of-Way staff will submit for advertising.

Attachments

[Map for ApachePt Declaration](#)

[Public Notice ApachePt Declaration](#)

[Location Map ApachePt Declaration](#)



MAP FOR EXECUTIVE SUMMARY

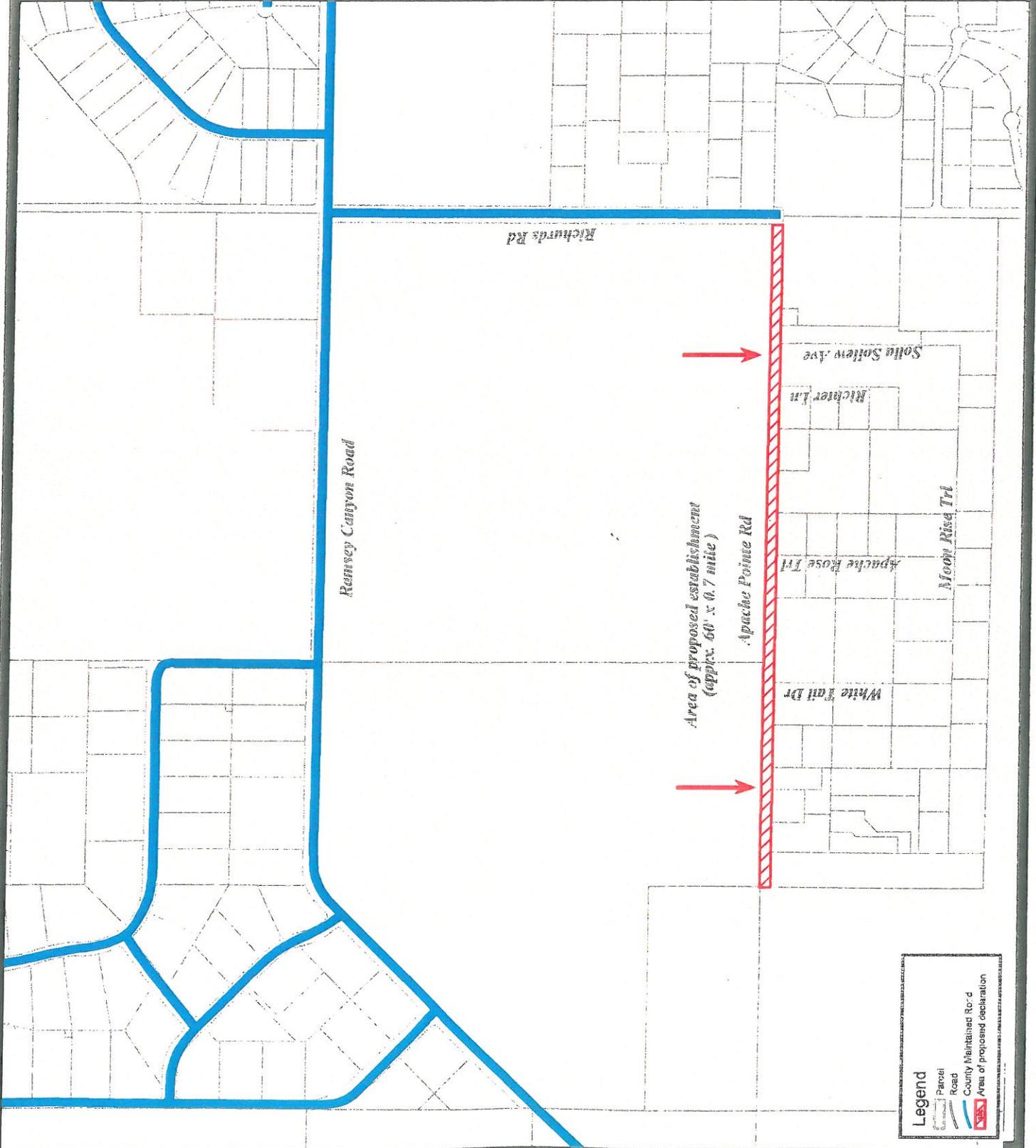
Proposed Establishment of Apache Pointe Rd As a Declared County Highway

Located within Section 2 Township 23 South Range 20 East G. & S.R.M.



0 1" = 900'

This document is a graphic representation only. Cochise County assumes no responsibility for any errors.



Legend

- Parcel
- Road
- County Maintained Road
- Area of proposed declaration

PUBLIC HEARING

ESTABLISHMENT OF A COUNTY HIGHWAY

There has been filed with the Board of Supervisors of Cochise County, Arizona, the Engineer's recommendation be accepted for the establishment of a County Highway, more particularly described as follows:

A portion of Apache Pointe Road, located in Section 2 of Township 23 South, Range 20 East of the Gila and Salt River Meridian, Cochise County, Arizona, and more particularly described as follows:

Said Apache Pointe Road, being 60 feet in width as dedicated, beginning at the existing west end, heading east approximately 0.7 miles to Richards Road.

Notice is hereby given that Tuesday, March 25, 2014 at the hour of 10:00 a.m., at the Office of the Board of Supervisors in Building G, 1415 W. Melody Lane, Bisbee, Arizona, is hereby set as the time and place for Hearing on said Petition and all objections thereto, and all persons wishing to object to the action prayed for in the petition are directed to file with the Board, a statement in writing setting forth any objections, or opposition and to show cause why said petition should not be granted; and

That notice of said hearing be published in the Arizona Range News once (1) a week for two (2) consecutive weeks prior to the date of said hearing.

Dated this ___ day of _____, 2014.

Arlethe Rios, Clerk of the Board

Ann English, Chairman
Board of Supervisors
Cochise County, State of Arizona



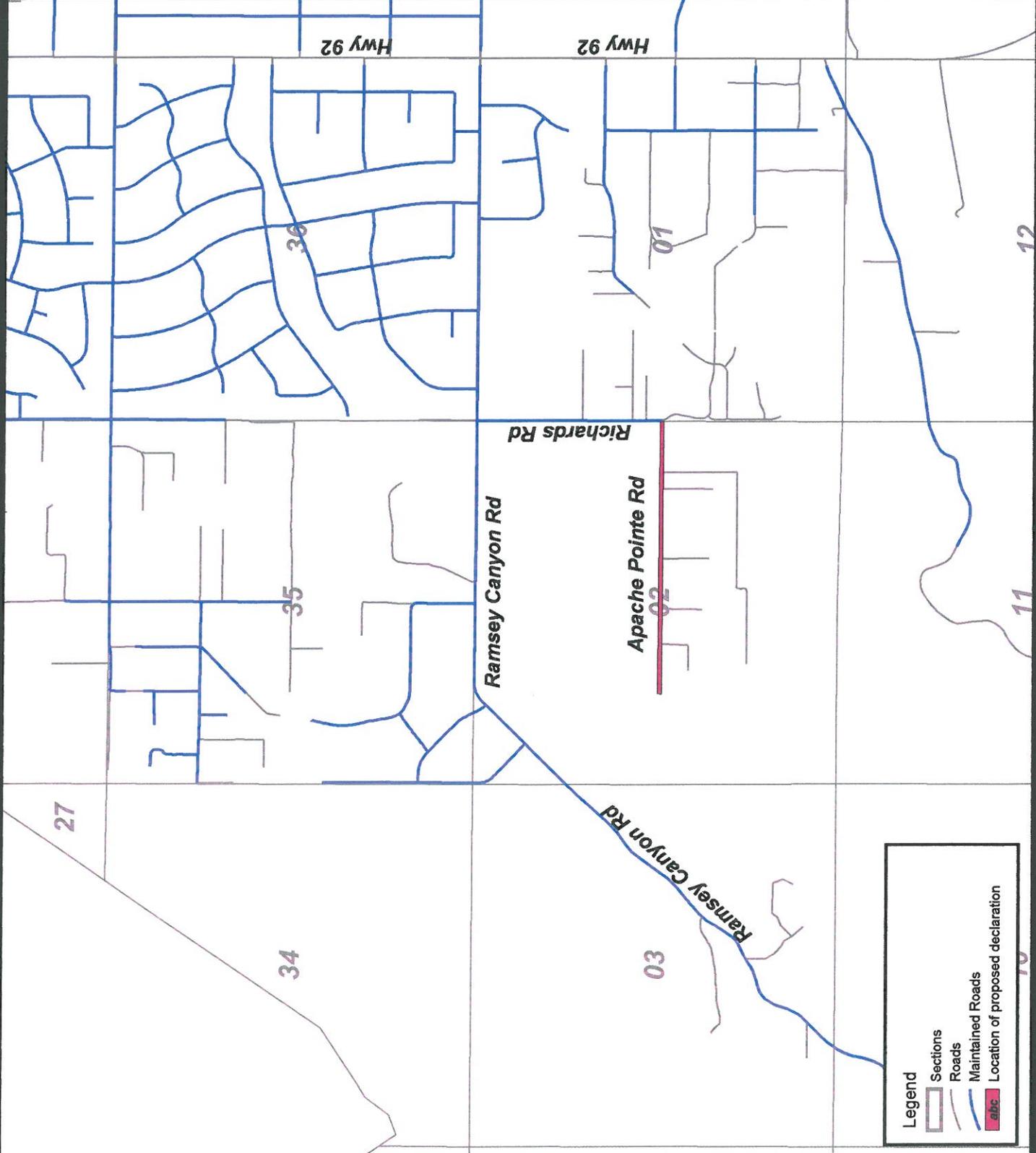
LOCATION MAP

Proposed
Establishment of
Apache Pointe Rd
as a Declared
County Highway

Located within
Section 2
Township 23 South
Range 20 East
G.&S.R.M.



This document is a graphic representation only. County has no responsibility for any errors.



Legend

- Sections
- Roads
- Maintained Roads
- Location of proposed declaration

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 03/11/2014

Acceptance of County Engineer's recommendation and scheduling a public hearing to alter the establishment of Davis Road, a County Highway, at milepost

Submitted By: Terry Couchenour, Community Development**Department:** Community Development **Division:** Highways**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** N/a **TITLE of PRESENTER:** N/a**Docket Number (If applicable):** N/a**Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 28-6701 thru 28-6703**Information****Agenda Item Text:**

Approve the County Engineer's recommendation to alter the establishment of Davis Road, a County Highway, at milepost 9.9, as specified in project plans identified as Federal Aid Project No. HPP CCH-0(202), on file in the Office of the County Engineer, and schedule a public hearing for April 8, 2014.

Background:

Davis Road is one of Cochise County's major collector roads and serves as the main route for traffic between State Route 80 and 191 from Tombstone to McNeal. This road is, at times, closed due to flooding and the department identified three locations with significant drainage issues at milepost 5.1, 9.9 and 13.1. Federal funds have been earmarked in order to improve these three locations on Davis Road. Previously Federal Highway Administration authorized right-of-way activities for milepost 5.1 and 13.1 and the Board altered the established highway to meet FHWA/ADOT standards on May 21, 2013 (per Resolution 13-12). On February 19, 2014 the department received FHWA authorization for milepost 9.9 and it is necessary to alter the established highway for this location as well.

In order to facilitate the proposed improvements, the establishment for these segments must be altered, from 66 feet (per Resolution 84-90) to 200 feet in width. Further the roadway curve will be altered and straightened to improve the road and, accordingly, the acquisition of right-of-way will be required.

Statutory guidelines allow the County Engineer to present a recommendation for a highway establishment action. The action before you today is acceptance of the County Engineer's recommendation and to schedule a public hearing for April 8th, to alter the establishment of Davis Road as specified per plans on file with the County Engineer identified by Federal Aid Project No. HPP CCH-0(202).

Department's Next Steps (if approved):

Upon acceptance of the County Engineer's recommendation, a public hearing will be scheduled and advertised as required by statute. At the public hearing the Board may either approve or disapprove the establishment.

Impact of NOT Approving/Alternatives:

A public hearing will not be scheduled, proposed improvements will be in conflict with state statutes, and federal funding will not be granted.

To BOS Staff: Document Disposition/Follow-Up:

Once signed, please return the public notice to H&F, attn: Right-of-way Division. Right-of-way staff will submit for advertising.

Attachments

[Executive summary for Davis Road public hearing request](#)

[Maps for Davis Road public hearing request](#)

[Notice for Davis Road public hearing request](#)



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

DATE: February 27, 2014

TO: Board of Supervisors

FROM: Karen Riggs, County Engineer

SUBJECT: Proposed alteration to the establishment of Davis Road, a County Highway, at milepost 9.9

Recommendation: The County Engineer recommends that a public hearing be set for April 8, 2014 to alter the establishment of Davis Road, a County Highway, at milepost 9.9 in accordance with State Statutes.

Background (Brief): Davis Road is one of Cochise County's major collector roads and serves as the main route for traffic between State Route 80 and 191 from Tombstone to McNeal. This road is, at times, closed due to flooding and the department identified three locations with significant drainage issues at milepost 5.1, 9.9 and 13.1. Federal funds have been earmarked in order to improve these three locations on Davis Road. Previously Federal Highway Administration authorized right-of-way activities for milepost 5.1 and 13.1 and the Board altered the established highway to meet FHWA/ADOT standards on May 21, 2013 (per Resolution 13-12). On February 19, 2014 the department received FHWA authorization for milepost 9.9 and it is necessary to alter the established highway for this location as well.

In order to facilitate the proposed improvements, the establishment for these segments must be altered, from 66 feet (per Resolution 84-90) to 200 feet in width. Further the roadway curve will be altered and straightened to improve the road and, accordingly, the acquisition of right-of-way will be required.

Statutory guidelines allow the County Engineer to present a recommendation for a highway establishment action. The action before you today is acceptance of the County Engineer's recommendation and to schedule a public hearing for April 8th, to alter the establishment of

Davis Road as specified per plans on file with the County Engineer identified by Federal Aid Project No. HPP CCH-0(202).

Fiscal Impact & Funding Sources: There is no Fiscal Impact for scheduling a public hearing.

Next Steps/Action Items/Follow-up: Upon acceptance of the County Engineer's recommendation, a public hearing will be scheduled and advertised as required by statute. At the public hearing the Board may either approve or disapprove the establishment.

Impact of Not Approving: A public hearing will not be scheduled, proposed improvements will be in conflict with state statutes, and federal funding will not be granted.



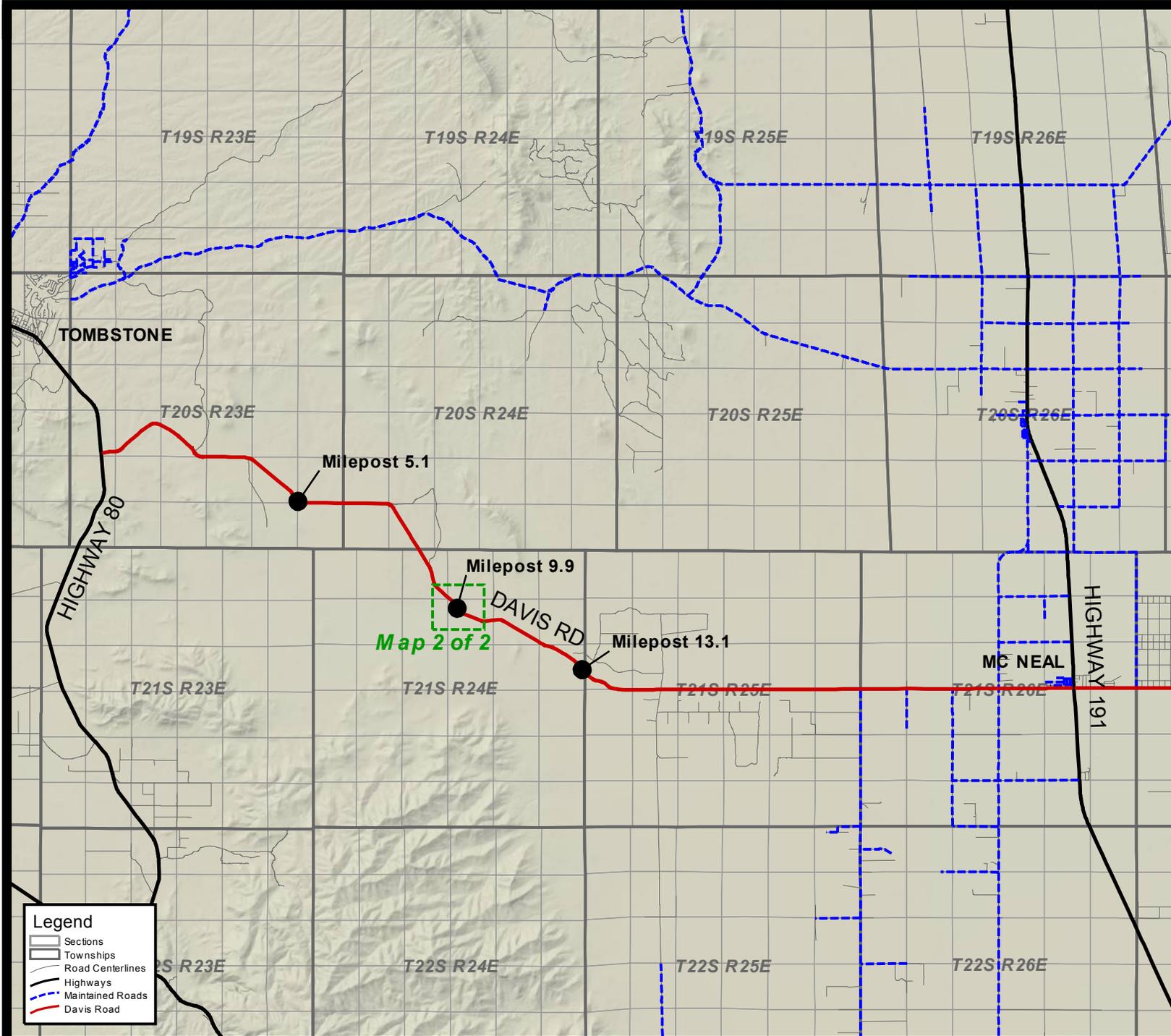
**Map 1 of 2
for Executive
Summary**

Proposed altered
establishment of
Davis Road
MP 9.9
as a Declared
County Highway

This map is a product of the
Cochise County GIS



0' 1" = 16000'



- Legend**
- Sections
 - Townships
 - Road Centerlines
 - Highways
 - Maintained Roads
 - Davis Road

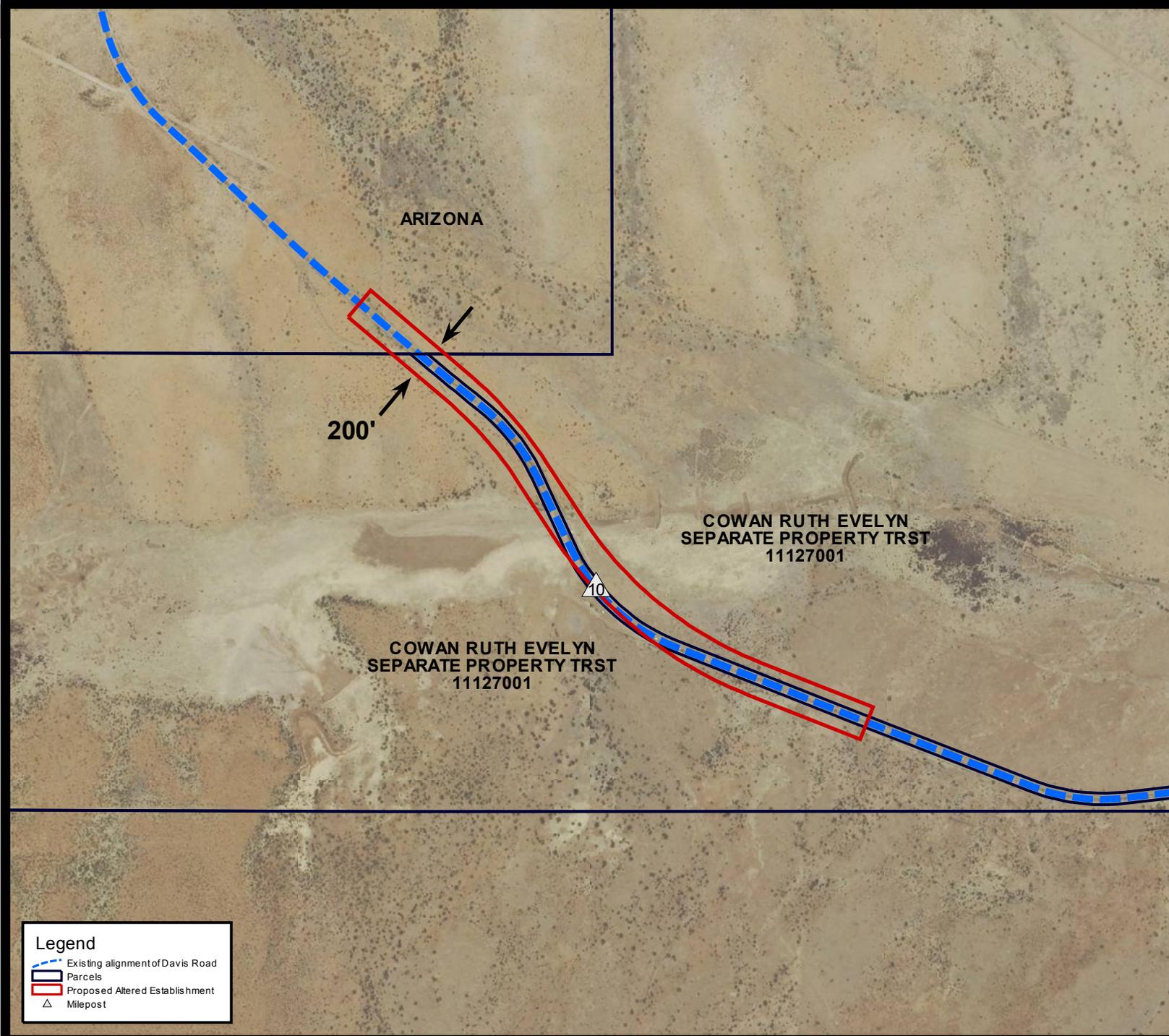


**Map 2 of 2
for Executive
Summary**

Proposed altered
establishment of
Davis Road
MP 9.9
as a Declared
County Highway

Located in
Sections 3, 4, 9
& 10
Township 21 South
Range 24 East
G.&S.R.M.

This map is a product of the
Cochise County GIS



Legend

- Existing alignment of Davis Road
- Parcels
- Proposed Altered Establishment
- Milepost

PUBLIC HEARING

ALTERING THE ESTABLISHMENT OF A COUNTY HIGHWAY

There has been filed with the Board of Supervisors of Cochise County, Arizona, a road petition praying for the alteration of a County Highway, known as Davis Road, more particularly described as follows:

Alter the established width of Davis Road, from 66 feet to 200 feet, approximately beginning at milepost 9.6, and running southeasterly to milepost 10.3. Said altered alignment is centered on milepost 9.9.

Notice is hereby given that Tuesday, April 8, 2014 at the hour of 10:00 a.m., at the Office of the Board of Supervisors in Building G, 1415 W. Melody Lane, Bisbee, Arizona, is hereby set as the time and place for Hearing on said Petition and all objections thereto, and all persons wishing to object to the action prayed for in the petition are directed to file with the Board, a statement in writing setting forth any objections, or opposition and to show cause why said petition should not be granted; and

That notice of said hearing be published in the Arizona Range News once (1) a week for two (2) consecutive weeks prior to the date of said hearing.

Dated this 11th day of March, 2014.

Arlethe Rios, Clerk of the Board

Ann English, Chairman
Board of Supervisors
Cochise County, State of Arizona

Regular Board of Supervisors Meeting

Meeting Date: 03/11/2014

Demands

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 03/11/2014

HOPWA Grant Renewal Agreement

Submitted By: Lisa Marra, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Lisa M. Marra

TITLE of PRESENTER: Grants Director

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information

Agenda Item Text:

Approve Grant Renewal Agreement Number AZ-H110018 from the US Department of Housing and Urban Development for the continuation of the Housing Opportunities for Persons with Aids (HOPWA) Program within Cochise County effective from January 1, 2015 to January 1, 2018 in the amount of \$655,584.

Background:

In September of 2011, the County submitted an application to the US Department of Housing and Urban Development (HUD) to renew the Housing Opportunities for Persons with Aids (HOPWA) grant. HUD has once again approved to renew the grant in the amount of \$655,584 and the grant agreement requires formal approval by the County. The HOPWA Program will continue to be administered by the Housing Authority of Cochise County (HACC).

No cash matching funds are required for the grant. The County will be reimbursed \$ 17,880 for administrative expenses for the 3 year duration of the grant agreement. There is no impact on the General Budget Fund.

Department's Next Steps (if approved):

Prepare an intergovernmental agreement between the County and the Housing Authority of Cochise County after the grant is awarded by HUD.

Impact of NOT Approving/Alternatives:

Forfeit the available HOPWA funding opportunity and discontinue the program.

To BOS Staff: Document Disposition/Follow-Up:

One original of the grant renewal agreement will be provided to the Clerk of the Board. After formal Board action, approval, and Chairman signature, please return completed original to my office. After HUD has signed and returned an original grant agreement to the County, it will be forwarded to the Clerk of the Board for the record. Thank you for your assistance!

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Grant Approval Form (Finance)

HUD 2291 Form

Grantee Budget

Project Sponsor Budget

SF 424 HOPWA

Please wait...

If this message is not eventually replaced by the proper contents of the document, your PDF viewer may not be able to display this type of document.

You can upgrade to the latest version of Adobe Reader for Windows®, Mac, or Linux® by visiting <http://www.adobe.com/products/acrobat/readstep2.html>.

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Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. Mac is a trademark of Apple Inc., registered in the United States and other countries. Linux is the registered trademark of Linus Torvalds in the U.S. and other countries.

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: _____

Project Name: _____

Location of the Project: _____

Name of the Federal
Program to which the
applicant is applying: _____

Name of
Certifying Jurisdiction: _____

Certifying Official
of the Jurisdiction
Name: _____

Title: _____

Signature: _____

Date: _____

HOPWA Competitive Application & Renewal of Permanent Supportive Housing Project Budget Summary

Sponsored by the

**U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Office of HIV/AIDS Housing**

The information collection requirements pertain to grant application submission requirements which will be used to rate applications, determine eligibility, and establish grant amounts.

Selections of applications for funding under the HOPWA Program are based on the rating factors set forth in the SuperNOFA for Housing and Community Development Programs and the criteria established in the annual HOPWA renewal notice for those permanent supportive housing grantee's seeking renewal funding.

The public reporting burden for the collection of information for the **HOPWA Competitive Application & Renewal of Permanent Supportive Housing Projects Budget Summary** is estimated to average 22 hours. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless that collection displays a currently valid OMB control number. **OMB Approval No. 2506-0133** (Expiration Date: 12/31/2010)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Application Budget Summary (all applicants)

Applicant Name	Cochise County	Number of Project Sponsors	1	Plan dates for grant agreement and activities	02/01/2015-01/31/2018 (mo./yr.)
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A.	Eligible Activity	HOPWA Request				Leveraged Funds
		A. Year 1	B. Year 2	C. Year 3	D. Total	
Facility Development (new applications only)	1. Acquisition					
	2. Rehabilitation, Repair & Conversion					
	3. New Construction (for Community Residences and SRO dwellings only)					
Facility Operations	4. Operating Costs for Housing Facility					
	5. Leasing					
TBRA	6. Tenant-based Rental Assistance	120,900	120,900	120,900	362,700	
STRMU	7. Short-term Rent, Mortgage, & Utility Payments to Prevent Homelessness	11,666	11,666	11,668	35,000	
Support Services	8. Supportive Services	49,653	49,653	49,653	148,959	200,000
Other Program Expenses	9. Housing Information Services	1,908	1,908	1,910	5,726	976
	10. Permanent Housing Placement	1,200	1,200	1,200	3,600	
	11. Resource Identification to Establish, Coordinate & Develop Housing Assistance					
	12. Other Housing Costs (please specify in narrative; requires HUD approval)					
13. Total Program Costs: (total of lines 1-12)					555,985	

Administrative Expenses	14. Grantee's Administrative	17,880
	15. Project Sponsor's Administrative Costs	41,719

16. Total HOPWA Request (total of lines 13-15)	615,584
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Detailed Project Budget & Housing Outputs (each organization)

Name of organization:	Cochise County			
Type:	Grantee: <input checked="" type="checkbox"/> ; Project Sponsor: <input type="checkbox"/>	If applicable:	Faith based: <input type="checkbox"/>	Grassroots: <input type="checkbox"/>

B.	Eligible Activity	HOPWA Request				
		Yr. 1	Yr. 2	Yr. 3	Totals:	
Facility Development (new applications only)	1. Acquisition Description:	Budget				
		# of Units				
	2. Rehabilitation/Repair/Conversion Description:	Budget				
		# of Units				
	3. New Construction (Community Residences & SRO dwellings only) Description:	Budget				
		# of Units				
Type of Facility: Short-term shelter <input type="checkbox"/> ; transitional housing <input type="checkbox"/> ; Community residence <input type="checkbox"/> ; SRO dwelling <input type="checkbox"/> ; or other permanent supportive housing <input type="checkbox"/>						
Facility Operations	4. Operating Costs for Housing Facility Description:	Budget				
		# of Units				
	5. Leasing Description:	Budget				
		# of Units				
TBRA STRMU	6. Tenant-Based Rental Assistance Payments Description:	Budget				
		# of Households				
	7. Short-Term Rent, Mortgage & Utility Payments to Prevent Homelessness Description:	Budget				
		# of Households				
Support Services	8. Supportive Services Costs Description:	Budget				
		# of Households				
Other Program Expenses	9. Housing Information Services Description:	Budget				
		# of Households				
	10. Permanent Housing Placement Services Description:	Budget				
		# of Households				
	11. Resource Identification to Establish, Coordinate, & Develop Housing Assistance Description:	Budget	13,334	13,333	13,333	40,000
		# of Units				
Administrative Expenses	12. Other Housing Costs (approved by HUD) Description:	Budget				
		# of Units				
	13. Grantee's Administrative Costs Description:	Budget	5,960	5,960	5,960	17,880
		# of Units				
	14. Project Sponsor's Administrative Costs Description:	Budget				

15. Total HOPWA Request for this Organization

57,880

Note: Service delivery costs such as salary and overhead costs to deliver a particular budget line item should be represented in the funding amount requested for that particular budget line item.

Transparency Act Compliance

Instructions: Charts 1 and Chart 2 below should be completed for the grantee and each project sponsor. Chart 1 should be completed with the general information requested. Chart 2 should be completed for each sub-contractor (other than your project sponsor/s) who receives over \$25,000.00 per the Transparency Act of 2006 (Public Law 109-282). If the sub-contractor information requested for Chart 2 is not known at the time of application submission, check the unknown check box. If the project is approved, this information will be collected and reported in the Annual Performance Report (APR).

Grantee: ; Project Sponsor:

Chart 1: General Information			
Name and Address of Organization Cochis County			
Bisbee	State AZ	Zip 85603	County Cochise
Congressional District of Organization 8		EIN/TIN of Organization* 86-6000398	Organization's Website Address cochise.az.gov
Parent Company Name and Address (If Applicable) 			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) 43420			
City and County of Primary Service Area(s) Cochise, County, Arizona	Zip Code of Primary Service Area(s) 85602, 85603, 85605, 85606, 85607, 85608, 85609, 85610, 85613, 85615, 85616, 85617, 85620, 85625, 85626, 85627, 85630, 85632, 85635, 85636, 85638, 85643, 85644, 85650, 85655, 85670, 85671		Congressional District of Primary Service Area(s) 8

Chart 2: Sub-contractors receiving \$25,000 or more (Unknown <input type="checkbox"/>)			
Contract Recipient Business Name Address 			
City 	State 	Zip 	County
Congressional District of Contract Recipient 	NAICS Code* 	EIN/TIN of Organization* 	Organization's Website Address
Parent Company Name and Address (If Applicable) 			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) 			
City and County of Primary Service Area(s) 	Zip Code of Primary Service Area(s) 		Congressional District of Primary Service Area(s)

*Employer Identification Number or Tax Identification Number

*North American Industry Classification System code

HOPWA Applicant Certifications

The following certified statements are required by law.

The Applicant hereby assures and certifies that:

1. Fair Housing. It will comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d and implementing regulations at 24 CFR part 1; Fair Housing Act, 42 U.S.C. 3601-3619, which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance. Applicant will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

(b) It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing. For Indian tribes, it will comply with the Indian Civil Rights Act (25 U.S.C. 1301 *et seq.*), instead of Title VI and the Fair Housing Act and implementing regulations.

(c) It will comply with the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, and Title IX of the Education Amendments Act of 1972 (20 U.S.C. 1681 *et seq.*).

(d) It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with federal financial assistance.

(e) It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 135.11(e).

(f) It will comply with Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701(u)), as amended, and implementing regulations at 24 CFR part 135, which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

(g) It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, which prohibit discrimination based on handicap in federally-assisted programs and activities.

(h) It will comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, and where applicable, the design and construction requirements of the Fair Housing Act.

(i) It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and implementing regulations at 24 CFR part 146, which prohibit discrimination because of age in projects and activities receiving federal financial assistance.

(j) It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

(k) If potentially eligible persons of particular race, color religion, sex, age, national origin, familial status, or handicap are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

2. Environmental Requirements. The grantee, its project sponsors and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend HUD or local funds for eligible activities, until the responsible entity (as defined in §58.2) has completed the environmental review procedures required by 24 CFR part 58 and the environmental certification and HUD approval of form HUD-7015.15, “Request for Release of Funds and Certification” (RROF) of compliance with the National Environmental Policy Act and implementing regulations at 24 CFR part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities). HUD will not release grant funds if the recipient or any other party commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

3. HOPWA Facility Use Period Requirement. Any building or structure assisted with amounts under this part will be maintained as a facility to provide assistance for eligible persons: (i) for not less than 10 years in the case of assistance involving new construction, substantial rehabilitation or acquisition of a building or structure; and (ii) for not less than three years in cases involving non-substantial rehabilitation or repair of a building or structure.

4. Client Confidentiality. The grantee and project sponsor must comply with the confidentiality requirements, as mandated by Section 856 of the AIDS Housing Opportunity Act and implemented in HOPWA regulation at 574.440: “The Grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any assisted under this part and any other information regarding individuals receiving assistance”.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will refer for prosecution false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

HOPWA Applicant Certifications

Name with Signature of Authorized Certifying Official & Date
Ann English

Title
Chairperson, Cochise County Board of Supervisors

Name of Applicant
Cochise County

HOPWA Competitive Application & Renewal of Permanent Supportive Housing Project Budget Summary

Sponsored by the

**U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Office of HIV/AIDS Housing**

The information collection requirements pertain to grant application submission requirements which will be used to rate applications, determine eligibility, and establish grant amounts.

Selections of applications for funding under the HOPWA Program are based on the rating factors set forth in the SuperNOFA for Housing and Community Development Programs and the criteria established in the annual HOPWA renewal notice for those permanent supportive housing grantee's seeking renewal funding.

The public reporting burden for the collection of information for the **HOPWA Competitive Application & Renewal of Permanent Supportive Housing Projects Budget Summary** is estimated to average 22 hours. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless that collection displays a currently valid OMB control number. **OMB Approval No. 2506-0133** (Expiration Date: 12/31/2010)

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Application Budget Summary (all applicants)

Applicant Name	Cochise County	Number of Project Sponsors	1	Plan dates for grant agreement and activities	02/01/2015-01/31/2018 (mo./yr.)
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A.	Eligible Activity	HOPWA Request				Leveraged Funds
		A. Year 1	B. Year 2	C. Year 3	D. Total	
Facility Development (new applications only)	1. Acquisition					
	2. Rehabilitation, Repair & Conversion					
	3. New Construction (for Community Residences and SRO dwellings only)					
Facility Operations	4. Operating Costs for Housing Facility					
	5. Leasing					
TBRA	6. Tenant-based Rental Assistance	120,900	120,900	120,900	362,700	
STRMU	7. Short-term Rent, Mortgage, & Utility Payments to Prevent Homelessness	11,666	11,666	11,668	35,000	
Support Services	8. Supportive Services	49,653	49,653	49,653	148,959	200,000
Other Program Expenses	9. Housing Information Services	1,908	1,908	1,910	5,726	976
	10. Permanent Housing Placement	1,200	1,200	1,200	3,600	
	11. Resource Identification to Establish, Coordinate & Develop Housing Assistance					
	12. Other Housing Costs (please specify in narrative; requires HUD approval)					
13. Total Program Costs: (total of lines 1-12)					555,985	

Administrative Expenses	14. Grantee's Administrative	17,880
	15. Project Sponsor's Administrative Costs	41,719

16. Total HOPWA Request (total of lines 13-15)	615,584
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Detailed Project Budget & Housing Outputs (each organization)

Name of organization:	Cochise County			
Type:	Grantee: <input type="checkbox"/>	Project Sponsor: <input checked="" type="checkbox"/>	If applicable:	Faith based: <input type="checkbox"/> Grassroots: <input type="checkbox"/>

B.	Eligible Activity	HOPWA Request				
		Yr. 1	Yr. 2	Yr. 3	Totals:	
Facility Development (new applications only)	1. Acquisition Description:	Budget				
		# of Units				
	2. Rehabilitation/Repair/Conversion Description:	Budget				
		# of Units				
	3. New Construction (Community Residences & SRO dwellings only) Description:	Budget				
		# of Units				
Type of Facility: Short-term shelter <input type="checkbox"/> ; transitional housing <input type="checkbox"/> ; Community residence <input type="checkbox"/> ; SRO dwelling <input type="checkbox"/> ; or other permanent supportive housing <input type="checkbox"/>						
Facility Operations	4. Operating Costs for Housing Facility Description:	Budget				
		# of Units				
	5. Leasing Description:	Budget				
		# of Units				
TBRM STRMU	6. Tenant-Based Rental Assistance Payments Description:	Budget	120,900	120,900	120,900	362,700
		# of Households	22	22	22	66
	7. Short-Term Rent, Mortgage & Utility Payments to Prevent Homelessness Description:	Budget	11,666	11,666	11,668	35,000
		# of Households	9	10	11	30
Support Services	8. Supportive Services Costs Description:	Budget	49,653	49,653	49,653	148,959
			28	28	28	75
		# of Households				
Other Program Expenses	9. Housing Information Services Description:	Budget	1,908	1,908	1,910	5,726
		# of Households	90	90	90	270
	10. Permanent Housing Placement Services Description:	Budget	1,200	1,200	1,200	3,600
		# of Households	4	4	4	12
	11. Resource Identification to Establish, Coordinate, & Develop Housing Assistance Description:	Budget	13,334	13,333	13,333	40,000
	12. Other Housing Costs (approved by HUD) Description:	Budget				
	# of Units					
Administrative Expenses	13. Grantee's Administrative Costs Description:	Budget	5,960	5,960	5,960	17,880
	14. Project Sponsor's Administrative Costs Description:					
		Budget	13,907	13,906	13,906	41,719

15. Total HOPWA Request for this Organization

655,584

Note: Service delivery costs such as salary and overhead costs to deliver a particular budget line item should be represented in the funding amount requested for that particular budget line item.

Transparency Act Compliance

Instructions: Charts 1 and Chart 2 below should be completed for the grantee and each project sponsor. Chart 1 should be completed with the general information requested. Chart 2 should be completed for each sub-contractor (other than your project sponsor/s) who receives over \$25,000.00 per the Transparency Act of 2006 (Public Law 109-282). If the sub-contractor information requested for Chart 2 is not known at the time of application submission, check the unknown check box. If the project is approved, this information will be collected and reported in the Annual Performance Report (APR).

Grantee: ; Project Sponsor:

Chart 1: General Information			
Name and Address of Organization Cochis County			
Bisbee	State AZ	Zip 85603	County Cochise
Congressional District of Organization 8		EIN/TIN of Organization* 86-6000398	Organization's Website Address cochise.az.gov
Parent Company Name and Address (If Applicable) 			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) 43420			
City and County of Primary Service Area(s) Cochise, County, Arizona	Zip Code of Primary Service Area(s) 85602, 85603, 85605, 85606, 85607, 85608, 85609, 85610, 85613, 85615, 85616, 85617, 85620, 85625, 85626, 85627, 85630, 85632, 85635, 85636, 85638, 85643, 85644, 85650, 85655, 85670, 85671		Congressional District of Primary Service Area(s) 8

Chart 2: Sub-contractors receiving \$25,000 or more (Unknown <input type="checkbox"/>)			
Contract Recipient Business Name Address 			
City 	State 	Zip 	County
Congressional District of Contract Recipient 	NAICS Code* 	EIN/TIN of Organization* 	Organization's Website Address
Parent Company Name and Address (If Applicable) 			
Service Area (community, Metropolitan Statistical Area (MSA) or State in which this program is operating) 			
City and County of Primary Service Area(s) 	Zip Code of Primary Service Area(s) 		Congressional District of Primary Service Area(s)

*Employer Identification Number or Tax Identification Number

*North American Industry Classification System code

HOPWA Applicant Certifications

The following certified statements are required by law.

The Applicant hereby assures and certifies that:

1. Fair Housing. It will comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d and implementing regulations at 24 CFR part 1; Fair Housing Act, 42 U.S.C. 3601-3619, which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance. Applicant will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

(b) It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing. For Indian tribes, it will comply with the Indian Civil Rights Act (25 U.S.C. 1301 *et seq.*), instead of Title VI and the Fair Housing Act and implementing regulations.

(c) It will comply with the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, and Title IX of the Education Amendments Act of 1972 (20 U.S.C. 1681 *et seq.*).

(d) It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with federal financial assistance.

(e) It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 135.11(e).

(f) It will comply with Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701(u)), as amended, and implementing regulations at 24 CFR part 135, which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

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(h) It will comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, and where applicable, the design and construction requirements of the Fair Housing Act.

(i) It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and implementing regulations at 24 CFR part 146, which prohibit discrimination because of age in projects and activities receiving federal financial assistance.

(j) It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

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2. Environmental Requirements. The grantee, its project sponsors and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend HUD or local funds for eligible activities, until the responsible entity (as defined in §58.2) has completed the environmental review procedures required by 24 CFR part 58 and the environmental certification and HUD approval of form HUD-7015.15, “Request for Release of Funds and Certification” (RROF) of compliance with the National Environmental Policy Act and implementing regulations at 24 CFR part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities). HUD will not release grant funds if the recipient or any other party commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

3. HOPWA Facility Use Period Requirement. Any building or structure assisted with amounts under this part will be maintained as a facility to provide assistance for eligible persons: (i) for not less than 10 years in the case of assistance involving new construction, substantial rehabilitation or acquisition of a building or structure; and (ii) for not less than three years in cases involving non-substantial rehabilitation or repair of a building or structure.

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I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will refer for prosecution false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

HOPWA Applicant Certifications

Name with Signature of Authorized Certifying Official & Date
Ann English

Title
Chairperson, Cochise County Board of Supervisors

Name of Applicant
Cochise County

**APPLICATION FOR
FEDERAL ASSISTANCE**

OMB Approved No. 3076-0006

Version 7/03

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Pre-application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	2. DATE SUBMITTED March 11, 2014	Applicant Identifier AZ034
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION	
Legal Name: Cochise County	Organizational Unit: Department: Housing Authority
Organizational DUNS: 020126041	Division:
Address: Street: 1415 Melody Lane	Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: Ms. First Name: Anita
City: Bisbee	Middle Name Marie
County: Cochise	Last Name Baca
State: Arizona	Zip Code 85603
Country: United States	Email: abaca@cochise.az.gov

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 8 6 - 6 0 0 0 3 9 8	Phone Number (give area code) (520) 432-8883	Fax Number (give area code) (520) 432-8890
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8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)	7. TYPE OF APPLICANT: (See back of form for Application Types) B. County Other (specify)
---	---

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): Labor Management Cooperation Program 14-241	9. NAME OF FEDERAL AGENCY: Department of Housing and Urban Development, HIV/AIDS Housing
11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: FY 2014 HOPWA Permanent Supportive Housing	12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Cochise County

13. PROPOSED PROJECT Start Date: 1/1/2015	Ending Date: 1/1/2018	14. CONGRESSIONAL DISTRICTS OF: a. Applicant 8	b. Project 8
--	--------------------------	---	-----------------

15. ESTIMATED FUNDING:	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal \$ 655,584.00	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant \$.00	b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372
c. State \$.00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
d. Local \$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
e. Other \$.00	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No
f. Program Income \$.00	
g. TOTAL \$ 655,584.00	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative		
Prefix Ms.	First Name Ann	Middle Name
Last Name English		Suffix
b. Title Chairperson, Cochise County Board of Supervisors		c. Telephone Number (give area code) 520-432-9200
d. Signature of Authorized Representative		e. Date Signed March 11, 2014

Regular Board of Supervisors Meeting

Meeting Date: 03/11/2014

Person Transfer Liquor License Speedy Mart

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:**
Presentation

Document Signatures: **# of ORIGINALS**
Submitted for Signature:

NAME Arlethe Rios **TITLE** Clerk of the Board
of PRESENTER: **of PRESENTER:**

Mandated Function?: **Source of Mandate**
or Basis for Support?:

Information

Agenda Item Text:

Approve a person transfer liquor license application for a series #9 (liquor store) liquor license submitted by Mr. Gary C. Bennett for Speedy Mart located at 2093 Arabian Lane, Cochise, 85606.

Background:

Mr. Gary C. Bennett has applied for a series #9 (liquor store) liquor license for Speedy Mart located at 2093 Arabian Lane, Cochise, 85606. The Sheriff's Office and the Planning and Zoning Department have recommended approval of the application. There have been no objections from the public.

The Environmental Health Division does not have any objections to issuing a liquor license to Mr. Gary C. Bennett. The Treasurer's Office noted that the property taxes for the parcel in question are NOT current.

Mr. Gary C. Bennett has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

Impact of NOT Approving/Alternatives:

A hearing on this application will be scheduled with the State Liquor Board.

To BOS Staff: Document Disposition/Follow-Up:

Send packet to ADLLC and copy of letter w/out attachments to applicant.

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application for Liquor License

Completed Review Forms

Notice of Posting

14 FEB 4 Lyr. Dept AM1235

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

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2014 FEB -7 P 1:22

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 09020008

1. Type of License(s): Alcoholic Beverage License Class #9

2. Total fees attached: \$ 222 Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Bennett Gary Calvin
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Speedy Mart
(Exactly as it appears on the exterior of premises)

4. Principal Street Location 2093 N. Arabian Lane Cochise Cochise 85606
(Do not use PO Box Number) City County Zip

5. Business Phone: 520-826-3800 Daytime Phone: 520-508-0500 Email: Outwest7000@Yahoo.com

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: P.O. Box 574 Elfrida AZ 85610
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 100 Application 100 Interim Permit 22 Site Inspection 22 Finger Prints \$ 222
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: SG Date: 2/4/14 Lic. # C9020008

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 09020008
4. Is the license currently in use? YES NO If no, how long has it been out of use? 3 mo.

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, Gary Calvin Bennett, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X Gary Calvin Bennett
(Signature)

State of Arizona County of Cochise
The foregoing instrument was acknowledged before me this 16th day of January, 2014
Day Month Year
Reyna De la Cruz
(Signature of NOTARY PUBLIC)

My commission expires on: REYNA DE LA CRUZ
Notary Public - Arizona
Cochise County
My Comm. Expires Dec 26, 2017

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Bennett	Gary	Calvin	100%	PO BOX 574 EFT DA 85610	

Partnership Name: (Only the first partner listed will appear on license) NA

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

) Y R A S S E C E N F I

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

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

License 09020008

Issue Date: 4/2/2013

Expiration Date: 6/30/2014

Issued To:

WAYNE RICHARD DE MARSICO, Agent
HIGH DESERT COUNTRY STORE LLC, Owner

Location:

HIGH DESERT COUNTRY STORE
2093 N ARABIAN LN
COCHISE, AZ 85606

Liquor Store

Mailing Address:

WAYNE RICHARD DE MARSICO
HIGH DESERT COUNTRY STORE LLC
HIGH DESERT COUNTRY STORE
13180 S PETE KITCHENS RD
PEARCE, AZ 85625

14 JAN 28 11:49 AM

14 FEB 4 11:40 AM

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**
- L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

14 FEB 4 11:47 AM '08

1. Name of Corporation/L.L.C.: _____
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip

14 JUN 28 11:47 AM '08

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

14 JAN 28 11:49 AM Dept M1234

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: DeMarisco, Wayne Richard Entity: Indiv.
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: High Desert Country Store
(Exactly as it appears on license)
- 3. Current Business Name: High Desert Country Store
(Exactly as it appears on license)

4. Physical Street Location of Business: Street 2093 N. Arabian Lane
City, State, Zip Cochise, Arizona 85606

5. License Type: Alcoholic Beverage License License Number: 09020008 Class #9 Series

6. If more than one license to be transferred: License Type: _____ License Number: _____
not more than one

7. Current Mailing Address: Street P.O. Box 574
(Other than business) City, State, Zip Friday, Az. 85610

- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

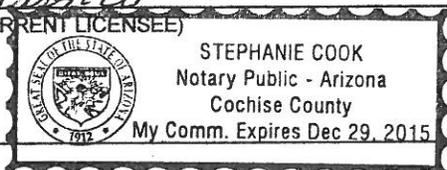
10. I, Wayne R. DeMarisco, hereby authorize the department to process this application to transfer the
(print full name)

privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, Wayne R. DeMarisco, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)

STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

Wayne R. DeMarisco
(Signature of CURRENT LICENSEE)



State of Arizona County of Cochise
The foregoing instrument was acknowledged before me this
30 Day January Month 2013 Year
Stephanie Cook
(Signature of NOTARY PUBLIC)

My commission expires on: _____

14 JAN 5 11:49 AM Dept M1235

14 FEB 4 11:49 AM Dept M1139

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

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

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

1. Distance to nearest school: 35000 ft. Name of school Cochise Elementary
Address 5025 N. Bowie Avenue Cochise, Arizona 85606
City, State, Zip

2. Distance to nearest church: 3000 ft. Name of church Wynne Chapel
Address 2057 N 1st Pearce Az 85606
2057 N 1st Pearce AZ 85605
City, State, Zip

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip

4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.

4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 200,000
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Western Bank			\$200,000	200 W Rex Allen Dr Wilcox AZ 85643		
				200 W Rex Allen Dr Wilcox Az		85643

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Convenience Store

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 09020008 (exactly as it appears on license) Name Wayne ^{Richard} De Marisco

SECTION 14 Restaurant or hotel/motel license applicants:

N/A

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? 1-9-14
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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

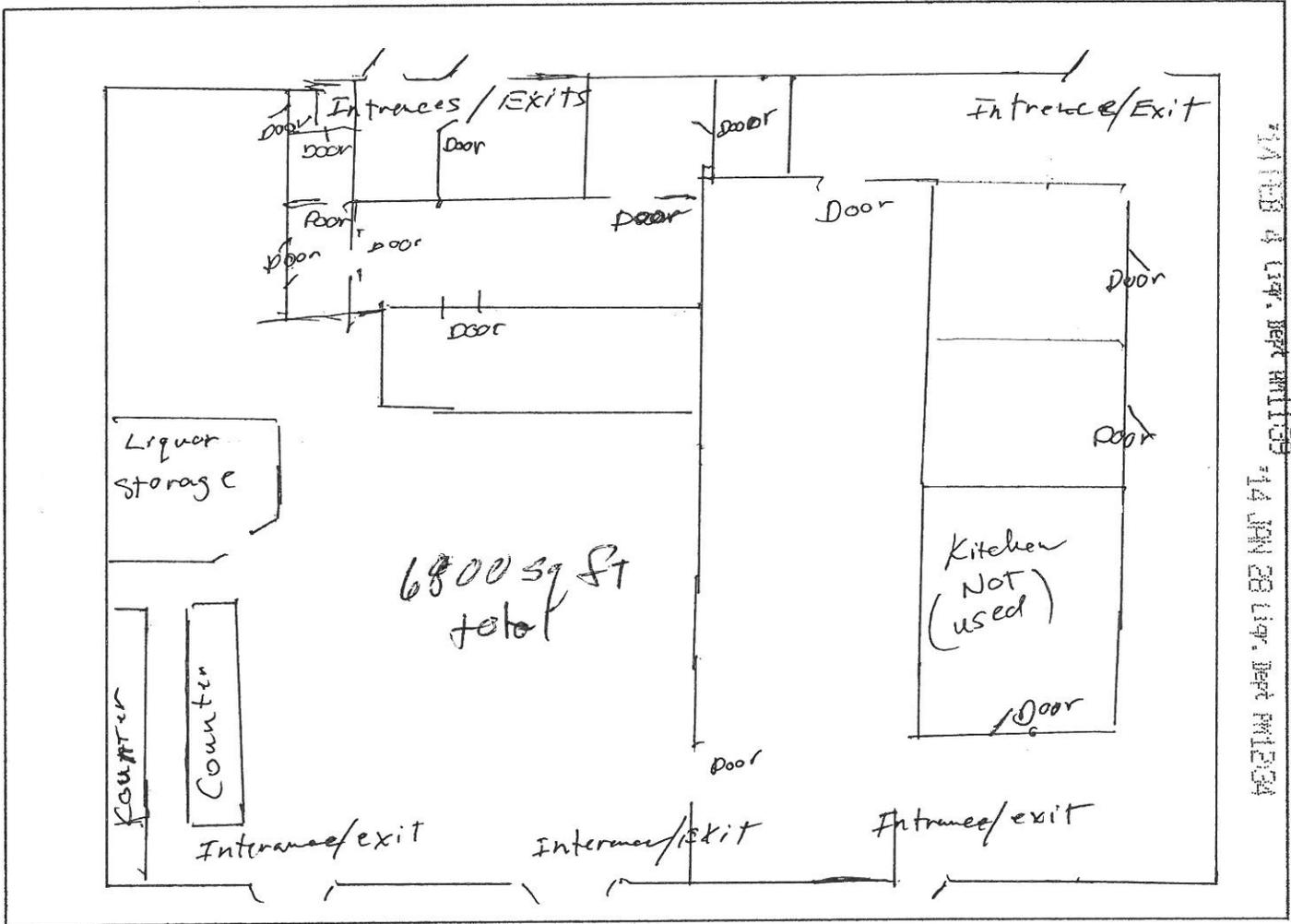
DB
applicants initials

14 JAN 6 09 PM 12:35
 14 JAN 28 09 PM 02:04

SECTION 4 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

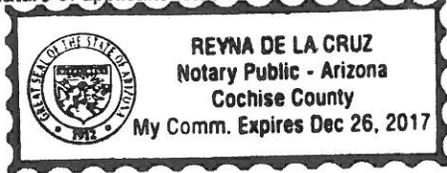
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Gary Calvin Bennett, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Gary Calvin Bennett
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Cochise

The foregoing instrument was acknowledged before me this

16 of January, 2014
Day Month Year

Reyna De La Cruz
signature of NOTARY PUBLIC

My commission expires on: 26-12-2017
Day Month Year

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Gary C. Bennet Address: 2093 N. Arabian Lane
Business Name: Speedy mart City/Zip: Cochise 85606
Liquor License #: 09020008 Parcel #: 206-23-016C
Ownership Type: Individual Liquor License x Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. The applicant, or any named partner(s), has had a felony conviction within five (5) years prior to the application or;
2. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: Mr Bennett has not had any felony convictions within the last five years and there have not been a significant number of incidents at the establishment.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>	No Recommendation <input type="checkbox"/>
---	--	--------------------------------------	--

Name: Mark P. Genz Title: Commander
Signature: /s/ Mark P. Genz Date: 022414
Contact phone: 432-9506 Email: mgenz@cochise.az.gov

Return completed form with any attachments by: _____

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200
Fax (520) 432-5016

For internal use only:

- Restaurant/Hotel-Motel
- Club/Government
- Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Gary C. Bennet Address: 2093 N. Arabian Lane
 Business Name: Speedy Mart City/Zip: Cochise 85606
 Liquor License #: 09020008 Parcel #: 206-23-016C
 Ownership Type: Individual Liquor License Special Event Liquor License
 Partner(s): _____

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed area not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	---	---

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Zoning:	GB
Use permitted by P&Z?	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Permit#:	N/A
Date Permit Issued:	N/A	Use Permitted:	Mini-Mart Convenience Store
If use not permitted, is it LNC?	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	Year LNC Established:	1967

- The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name: Dora V Flores Title: Permit and Customer Service Coordinator
 Signature: Dora V Flores Date: February 20, 2014
 Contact phone: 520-432-9240 Email: dflores@cochise.az.gov

Return completed form with any attachments by: February 24, 2014

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Gary C. Bennett Address: 2093 N. Arabian Lane
Business Name: Speedy Mart City/Zip: Cochise 85606
Liquor License #: 09020008 Parcel #: 206-23-016C
Ownership Type: Individual Liquor License x Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

Environmental Health does not have any objections to the liquor license applied for by Gary C. Bennett for Speedy Mart.

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

- The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Natalie Johnson Title: Environmental Health Specialist Aide
Signature: *Natalie Johnson* Date: 2/21/2014
Contact phone: 520-586-8208 Email: njohnson@cochise.az.gov

Return completed form with any attachments by: _____

Davis, Catherine

From: Wilson, Kathleen
Sent: Monday, February 24, 2014 8:03 AM
To: Davis, Catherine
Subject: Treasurer Request (2)

APPLICANT INFORMATION

Applicant Name: Gary C. Bennet Address: 2093 N. Arabian Lane
Business Name: Speedy Mart City/Zip: Cochise 85606
Liquor License #: 09020008 Parcel #: 206-23-016C
Ownership Type: Individual Liquor License x Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

Yes xxx No

If not, please attach pertinent documentation.

Comments:

Name: Kathleen Wilson Title: Tax specialist 1
Signature: Kathleen Wilson Date: 2/24/2014
Contact phone: _____ Email: _____

Return completed form with any attachments by: _____

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: February 14, 2014

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Cochise County Board of Supervisors

PLACE 1415 Melody Ln, Bisbee, AZ

DATE/TIME March 25, 2014

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-9200

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE

RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY:

STATE LIQUOR DEPT: (602) 542-9789

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 03/11/2014

Palominas Recharge and Flood Control Project

Submitted By: Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2**NAME of PRESENTER:** Terry Hudson **TITLE of PRESENTER:** Senior Buyer**Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the award of Invitation for Bids (IFB) No. 14-24-HFP-04 for the Palominas Recharge and Flood Control Project for the Community Development Highway and Floodplain Division to KE&G Construction, Inc. in the amount of \$1,211,778.

Background:

The scope of this project is to provide all material, labor and equipment required to construct a storm water detention basin on the west side of Palominas Road and excavation work within the existing drainage channel on the east side of Palominas Road for recharge activity, located near mile post 0.18 north of Arizona Highway 92. The Engineer's estimate for this project was \$1,366,820.

IFB No. 14-24-HFP-04 was prepared and released on December 24, 2013. The bid was advertised in the Arizona Range News from January 1 through the 8th, 2014. Bid notices were e-mailed to 99 Contractor's registered in the Public Procurement e-Procurement database and posted with four Arizona Contractor Associations. An on-site job walk/pre-bid meeting was held on January 15, 2014. Seven bids were received by the IFB closing date and time of February 12, 2014 at 4:00 p.m. Attached is a copy of the bid tabulation.

Department's Next Steps (if approved):

Execute Contract.

Obtain and review required bonds and certificates of insurance.

Issue Notice to Proceed.

Manage construction of project to include inspections and payments of invoices.

Impact of NOT Approving/Alternatives:

There is currently an existing flood hazard in the area. The original purpose of the project was to reduce the flood hazard with a detention basin. Grant funding has allowed the scope to include construction and monitoring of recharge basins within the existing storm channel, east of Palominas Road. This is the final phase of a planned four phase project to reduce flooding for residents and infrastructure in the Palominas area. The impact of not approving would leave this area open as a continuing flood hazard.

To BOS Staff: Document Disposition/Follow-Up:

Contract signed by Contractor will be hand delivered to the Clerk of the Board.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:**
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

**Fiscal Impact & Funding Sources
(if known):**

This project is funded in the Flood Control District fund line: 261-4110-421.900 and Walton Family Foundation fund line: 262-4100-421.000

Attachments

Bid Tabulation

Regular Board of Supervisors Meeting

Meeting Date: 03/11/2014
Sheriff's Range House
Submitted By: Terry Rutan, Procurement
Department: Procurement

Presentation: **Recommendation:**
Document Signatures: **# of ORIGINALS** 2
Submitted for Signature:

NAME **TITLE**
of PRESENTER: **of PRESENTER:**

Mandated Function?: **Source of Mandate**
or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the award of Invitation for Bids (IFB) No. 14-27-SHF-03 to B-R Construction, Inc for the construction of a Range House for the Sheriff's Office in the amount of \$397,748.

Background:

IFB 14-27-SHF-03 was released on January 21, 2014. The bid was advertised in the Arizona Range news on January 22 & 29, 2014 and posted on Public Purchase. Fifty (50) contractors were notified via Public Purchase and two plan rooms were notified of the project. A pre-bid meeting/job walk was held on January 28, 2004. The bid consisted of a base bid and one add alternate. The add alternate was a fire sprinkler system.

The Sheriff has requested an award of both the base bid and the add alternate based on architects recommendation that the fire sprinkler system needs to be installed.

Eight bids were received prior to the bid closing date and time of February 18, 2014 at 4:00 p.m. A bid tabulation is attached.

Department's Next Steps (if approved):

Execute contract. Obtain bonds and insurance. Issue Notice to Proceed. Conduct pre-construction conference. Monitor contract performance and make progress payments.

Impact of NOT Approving/Alternatives:

Sheriff's Department will have to operate the firing range with no range house.

To BOS Staff: Document Disposition/Follow-Up:

Contracts will be hand carried to the clerk of the Board Office.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 480,000
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1: 211-3000-3100

Fund Transfers

**Fiscal Impact & Funding Sources
(if known):**

\$480,000.00 of which \$200,000.00 is donated money resides in fun line 211-3000-3100

Attachments

Map of Firing Range

IFB 14-27-SHF-03

Range House Drawings

Bid Evaluation



Albert N. Hopper, Jr.
ARCHITECT

P. O. Box ABC
Bisbee, AZ 85603
Phone: 520-482-5795
Fax: 520-482-4372
e-mail: alnhop@cox.net

CONSULTANTS
CIVIL ENGINEER:
Monsoon Consultants
Tucson, AZ 520-955-0745
STRUCTURAL ENGINEER:
Hess Structural Engineering
Tucson, AZ 520-360-5657
MECHANICAL ENGINEER:
P.H. Mechanical Engineering, Inc.
Tucson, AZ 520-751-2060
ELECTRICAL ENGINEER:
Jerome E. McGeckick & Assoc.
Tucson, AZ 520-881-8846
LANDSCAPE ARCHITECT:



Expires 3-31-15

FIRING RANGE
FOR THE
COCHISE CNTY.
SHERIFF
DEPARTMENT

Judd Drive
Bisbee, Arizona

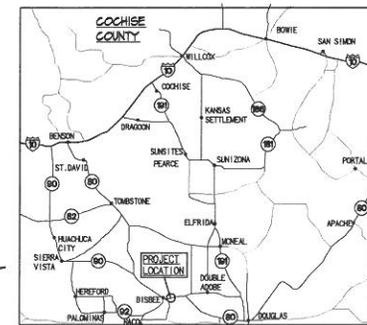
SHEET ISSUE
DATE: Feb. 15, 2013
REVISIONS

SHEET MANAGEMENT
Comm. No. 1218
Drawn By: A. Hopper
Checked By: A. Hopper

DRAWINGS ON THIS SHEET
SITE LAYOUT PLAN

SHEET

T-1



LOCATION MAP
SCALE: NONE

DRAWINGS INDEX

NO.	DESCRIPTION
001	KEY NOTES
01	BACK SLOPE
02	IMPACT SOUM
03	TARGET AREA
04	12 FT. HIGH WALL
05	20 YD. X 40 YD. FIRING RANGE
06	40 YD. X 40 YD. UTILITY RANGE
07	RANGE HOUSE
08	NEW PARKING
09	EXISTING IMPAVD YARD
10	EXISTING COUNTY JAIL
11	EXISTING ADMINISTRATION + COURT
12	EXISTING PARKING
13	EXIST. IMPAVD LOT
14	EXIST. PARKING LOT
15	EXIST. WIND LINES
16	EXIST. FIRE HYDRANT
17	EXIST. WIND LINE (20000 SQ. FT. & 8' DIA)
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CODE REVIEW

REVIEW	DESCRIPTION
01	FIRING RANGE HOUSE - OFFICES
02	BUILDING GROUP
03	BUILDING AREA
04	PORCH AREA
05	TYPE OF CONST.
06	ALLOWABLE B.B.I. AREA
07	OCCUPANCY
08	EXIT WIDTH PROVIDED

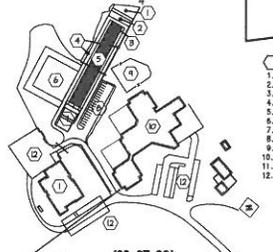
NOTE: THIS BUILDING WILL HAVE A FULLY AUTOMATIC FIRE SPRINKLER SYSTEM.

NOTES:
1. UTILITIES SHOWN ON DRAWINGS ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR WILL VERIFY EXACT LOCATION AND DEPTH PRIOR TO EXCAVATION AND REMOVAL OF SERVICE.

2003 INTERNATIONAL BUILDING CODE
BASIC WIND SPEED-80 MPH (3-SECOND GUST)
SEISMIC DESIGN CATEGORY-B
EXPOSURE-C
LIVE LOAD-20 LB
RAINFALL-2.1 PER HOUR
GROUND SNOW LOAD-5 LB
WEATHERING-NELIGIBLE
FRESH LINE OPENING
TERMITE-VERY HEAVY
DECAT-MENS TO SLIGHT
WINTER DESIGN TEMPERATURE-18-20 DEGREES
FLOOD HAZARD-(A) MAY 1994 (B) JUNE 2001

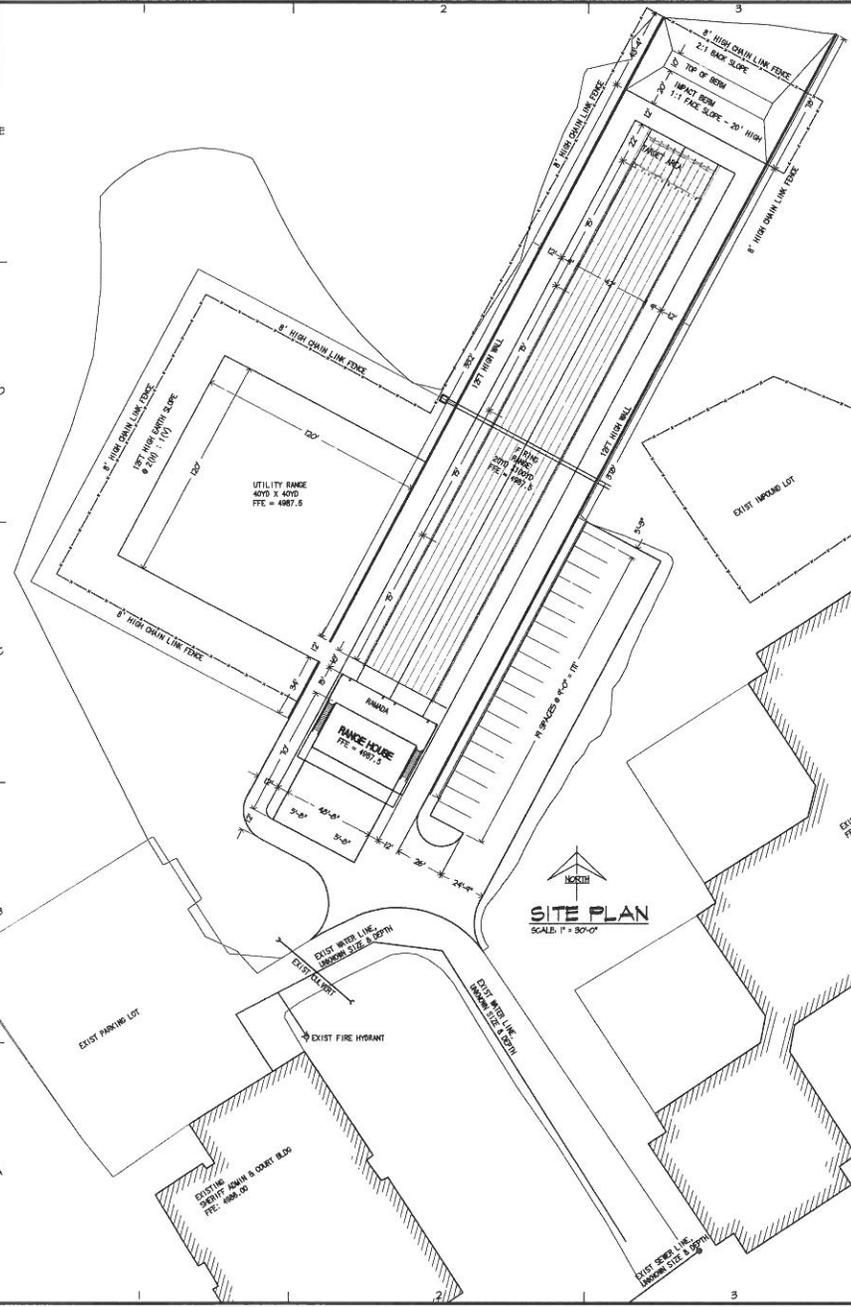
2003 INTERNATIONAL FIRE CODE
2006 INTERNATIONAL PLUMBING CODE
2003 INTERNATIONAL MECHANICAL CODE
2003 INTERNATIONAL ENERGY CONSERVATION CODE
2005 NATIONAL ELECTRIC CODE
2003 INTERNATIONAL GAS CODE
2003 INTERNATIONAL CODE COUNCIL ELECTRICAL CODE

ARIZONA BLUE STAKE
CALL TWO WORKING DAYS
BEFORE YOU DIG
Dial 811 or
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)



LOCATION PLAN
SCALE: 1" = 200'

- KEY NOTES**
1. BACK SLOPE
 2. IMPACT SOUM
 3. TARGET AREA
 4. 12 FT. HIGH WALL
 5. 20 YD. X 40 YD. FIRING RANGE
 6. 40 YD. X 40 YD. UTILITY RANGE
 7. RANGE HOUSE
 8. NEW PARKING
 9. EXISTING IMPAVD YARD
 10. EXISTING COUNTY JAIL
 11. EXISTING ADMINISTRATION + COURT
 12. EXISTING PARKING



SITE PLAN
SCALE: 1" = 30'-0"

BID INFORMATION

BASE BID FIRING RANGE
THE BASE BID IS THE CONSTRUCTION OF THE FIRING RANGE, INCLUDING, BUT NOT LIMITED TO MOBILIZATION, SITE EARTHWORK, GRADING AND BACKFILL, PAD PREPARATION FOR FUTURE RANGE HOUSE, DRAINAGE UTILITIES, CONCRETE SOREEN-RETAINING WALLS, CONCRETE FOUNDATION FOR TARGET-TRAP EQUIPMENT, RANGE SURFACING, ELECTRICAL SERVICE, RANGE LIGHTING

ADDITIVE ALTERNATE NO. ONE RANGE HOUSE
ALTERNATE NO. ONE IS THE CONSTRUCTION OF THE RANGE HOUSE, INCLUDING, BUT NOT LIMITED TO FORTIFYING EXCAVATION, WATER AND SEWER UTILITIES, ENTIRE BUILDING STRUCTURE & FINISHES, MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS.

PROPERTY INFORMATION

OWNER: COCHISE COUNTY C/D BOARD OF SUPERVISORS
1415 V. MELDY LAND, BLDG. G, BISBEE, AZ, 85603

TAX PARCEL NO.: 103-67-001

LEGAL DESCRIPTION: PORTIONS OF CARMELITA, BLACK BEN, SHATKUSHER & GREENWELL MINING CLAIMS, WARREN MINING DISTRICT ... SECTION 13-23-24, 33.60 ACRES.

ADDRESS: 702 N. JUDD DRIVE

ZONE: CITY OF BISBEE, C-2

**COCHISE COUNTY
PROCUREMENT DEPARTMENT**

ON BEHALF OF

**COCHISE COUNTY
SHERIFF DEPARTMENT**



INVITATION FOR BIDS No. 14-27-SHF-03

For

SHERIFF'S RANGE HOUSE

Job Walk Date:

JANUARY 28, 2014 AT 1:00 P.M. LOCAL TIME

Submittal Deadline:

FEBRUARY 18, 2014 AT 4:00 P.M. LOCAL TIME

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 INTRODUCTION	3
2.0 SUBMITTAL INSTRUCTIONS	3
3.0 GENERAL INSTRUCTIONS TO BIDDER'S	4
4.0 SCOPE OF WORK	7
5.0 GENERAL TERMS AND CONDITIONS	8
6.0 SPECIAL TERMS AND CONDITIONS	14

ATTACHMENTS:

SAMPLE CONTRACT	Attachment A
OFFER COVER LETTER	Attachment B *
BID SUBMITTAL	Attachment C *
BID BOND and CERTIFICATE OF INSURABILITY	Attachment D *
LIST OF SUBCONTRACTORS & SUPPLIERS	Attachment E *
PERFORMANCE BOND, LABOR & MATERIAL BOND	Attachment F
WEEKLY CONSTRUCTION SCHEDULE, SAMPLE FORM	Attachment G
PLANS/SCOPE AND SPECIFICATIONS.....	Attachment H

All attachments noted with an asterisk * must be returned with your submittal.

Note: The Performance Bond, Labor & Material Bond and Certificate of Insurance shall to be submitted within ten (10) days after notification of award by the County, Board of Supervisors.

2.0 INTRODUCTION

Notice is hereby given that sealed competitive bids will be accepted from qualified Contractors, Firms and Individuals registered with the Arizona Registrar of Contractors to provide all material, labor, equipment and supervision for the construction of a Sheriff's Range House as per the technical specifications and plan set provided in this solicitation. This project is located in Bisbee, Arizona.

A job walk will be held on January 28, 2014 at 1:00 P.M. local time, Contractors should meet at the Cochise County Sheriff's Office located at 205 N. Judd Drive, Bisbee, Arizona 85603. Contractors are strongly encouraged to attend this job walk to become familiar with the scope of work and any conditions that may affect their performance and prices quoted. The submission of a bid shall be conclusive evidence the Contractor is satisfied as to the conditions to be encountered, quality of work to be performed and quantity of materials to be furnished as per the requirements of the Contract Documents. Any doubts as to the requirements of this solicitation or any omission or discrepancy should be presented to the County at this conference. The County will then determine the appropriate action necessary, if any, and issue a written addendum to the solicitation. Oral statements or instructions at the job walk will not constitute an addendum to this solicitation. Individuals with special accessibility needs may contact Chris Mullinax, Safety/Loss Control Analyst at (520)432-9720, fax (520)432-9716, TDD (520)432-9297.

Each bid submittal shall be accompanied by a Bid Bond in the form of a certified check, cashier's check, or by a bid bond executed by a company authorized to do business in the State of Arizona, made payable to the County of Cochise in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond will be given as a guarantee of intent of the Bidder to enter into a Contract should the bid be accepted or as liquidated damages to the aforementioned in the event of failure or refusal of the Bidder to enter into a Contract. The check or bid bond will be returned to the unsuccessful Bidders upon award of the Contract and to the successful Bidder upon the execution of the Contract and receipt of any required performance and payment bonds.

The Cochise County Board of Supervisors reserves the right to accept or reject any offer or any part thereof; to defer action on the offers; to reject all offers; to waive any informality in the qualification procedures. Deviations from the scope of work, terms and conditions may be considered at the option of the Board of Supervisors.

A copy of the solicitation documents and plan sets are posted on the following FTP site:
<http://hopper-ftp.com>.

Direct all inquiries concerning this solicitation to: Terry Rutan, Senior Buyer, Cochise County Procurement Department, 1415 Melody Lane, Bldg C, Bisbee, Arizona 85603, phone 520-432-8392 or trutan@cochise.az.gov.

It is the Bidders responsibility register with Public Purchase in order to receive automatic email notification of addenda to this solicitation. All addenda will be posted on the Public Purchase website. Bidders can register with Public Purchase through the County Procurement website at www.cochise.az.gov/departments/procurement/vendor registration. Failure of the bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to return signed addenda(s) when required, may be cause for the rejection of the bid.

Bidders are advised to read the **Sample Contract – (Attachment “A”)** thoroughly as the selected Bidder will be required to comply with all of the requirements contained therein. The selected Bidder shall be required to enter into a written agreement in essentially the same form as shown in the **Sample Contract**, which shall be the basic form used to develop the final agreement. The Bidder's signature on the **Offer Cover Letter (Attachment “B”)** acknowledges that the Bidder is willing to enter into an agreement if awarded the agreement.

2.0 SUBMITTAL INSTRUCTIONS:

- 2.1 Bidders shall submit **one (1) original and one copy** of your submittal no later than the time and date indicated on the cover page of this IFB. All submittals should be fully completed and delivered in a sealed envelope or package and be **clearly marked** with the IFB number and title of the solicitation on the outside of the envelope/package. **Sealed bids must be in the actual possession of the Purchasing Department at the location indicated, on or prior to the exact time and date indicated.**

2.0 SUBMITTAL INSTRUCTIONS: (continued)

- 2.2 Submittals shall be delivered to: **Cochise County, Procurement Department
1415 Melody Lane, Bldg. C
Bisbee, AZ 85603**
- 2.3 Submittals delivered to a location other than the address listed above will not be considered duly delivered or timely. The County of Cochise shall not be responsible for re-routing submittals delivered to a person or location other than that specified above.
- 2.4 The name and address of the firm/individual submitting the Bid/Proposal must be clearly indicated on the outside of the envelope or package containing the offer. **Bids/offers that are not in sealed envelopes or packages WILL NOT BE ACCEPTED**
- 2.5 Faxed and/or e-mailed submittals shall not be accepted.
- Late Bids/Offers** received after the exact bid due date and time shall be rejected. The bid/proposal will be returned unopened to the Bidder/Offeror.
- The Official Time Clock is located in the Procurement Department. All times referred to in this solicitation shall be determined by this clock.
- Overnight Delivery Services** do not deliver overnight to the Bisbee area. Shipment of bids/offers should be made with adequate allowances for slow delivery time.
- 2.6 In order for your submittal to be considered complete **return only the attachments listed below.**
- | | | |
|----|---|--------------|
| 1. | Offer Cover Letter | Attachment B |
| 2. | Bid Submittal | Attachment C |
| 3. | Bid Bond & Certificate of Insurability | Attachment D |
| 4. | List of subcontractor and suppliers | Attachment E |
| 5. | An estimated time line for project completion from the notice to proceed shall be included with your submittal. | |
- 2.7 The County reserves the right to waive minor defects and/or irregularities in the submittal, and shall be the sole judge of the materiality of any such defect or irregularity.
- 2.8 All costs associated with the preparation of the submittal shall be borne by the offeror.
- 2.9 All submittals shall remain firm and fixed for a period of sixty (60) days following the closing date for the receipt of submittals.
- 2.10 All submittals, whether selected or rejected, shall become the property of Cochise County and will not be returned.
- 2.11 The Purchasing Department will not provide the use of telephones or any packaging materials for the use of the bidder/offeror in the preparation or delivery of the bid/offer.
- 2.12 **Timeliness:**
The Senior Buyer shall receive any inquiry at least seven (7) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

3.0 GENERAL INSTRUCTIONS TO BIDDERS

- 3.1 **Definition of Key Words Used in the Invitation for Bids/Request for Proposals:**
- a. **County:** Cochise County, Arizona
 - b. **Contractor:** The individual, partnership, or corporation who, as a result of the competitive bidding/proposal process, is awarded this Contract by Cochise County

3.0 GENERAL INSTRUCTIONS TO BIDDERS (continued)

- f. **Contract:** The legal agreement executed between Cochise County, Arizona, and the Contractor, specifically Cochise County Contract No. IFB 14-27-SHF-03 –COURTHOUSE ADDITION AND ALTERATION
- d. **May:** Indicates something that is not mandatory but permissible
- e. **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the bid/proposal as non-responsive.
- g. **Should:** Indicates something that is recommended but not mandatory. If the Bidder/Proposer fails to provide recommended information, the County may, at its sole option, ask the Bidder/Proposer to provide the information or evaluate the bid/proposal without the information.
- g. **Will:** Indicates an expression of intent, but is not binding
- h. **Solicitation:** An Invitation for Bids (“IFB”) or Request for Proposals (“RFP”)
- h. **Responsible Bidder or Offeror:** Individual, partnership, or corporation who has the capability to perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- j. **Responsive Bidder or Offeror:** Individual, partnership, or corporation who submits a bid or proposal that conforms in all material respects to the Invitation for Bids or Request for Proposals.

3.6 Preparation of Bid/Offer:

It is the responsibility of all bidders/offerors to thoroughly examine the entire Invitation for Bids package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date.

3.3 Form; No Facsimile or Telegraphic Offers:

A bid/offer shall be submitted on the forms provided in this solicitation or photocopies of those forms. A facsimile, telegraphic or Mailgram bid/offer shall be rejected.

3.4 Typed or Ink; Corrections:

The bid/offer must be typed or in ink. The person signing the bid/offer must initial erasures, interlineations or other modifications in the bid/offer in ink. Modifications will not be permitted after bids/offers have been opened.

3.5 Bid/Proposal Form; Original Signatures:

The Bid Form/Proposal Form within the solicitation must be submitted with the bid/offer and must include an original signature by a person authorized to sign the bid/offer. The signature shall signify the bidder/offeror's intent to be bound by the bid/offer and the terms of the solicitation. Failure to submit an original signature with the bid/offer shall result in rejection of the bid/offer.

3.6 Exceptions to Terms and Conditions:

A bid/offer that takes exception to a material requirement of any part of the solicitation, including a material term and condition, shall be rejected.

3.7 Inquiries:

All inquiries related to this solicitation shall be directed to the Senior Buyer identified in the solicitation unless otherwise stated in the solicitation.

3.8 Submission of Inquiries:

The Senior Buyer or the contact person identified in the solicitation may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry since it may be identified as an offer and not be opened until after the bid/offer due date and time.

3.0 GENERAL INSTRUCTIONS TO BIDDERS (continued)

3.9 **Timeliness:**

The Senior Buyer shall receive any inquiry at least seven (7) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

3.10 **No Right to Rely on Verbal Responses:**

Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation addendum. A Bidder/Offeror may not rely on verbal responses to its inquiries.

3.11 **Addenda:**

Each solicitation addendum shall be signed with an original signature by the person signing the bid/offer, and shall be submitted no later than the bid/offer due date and time. Failure to return a signed copy of a material solicitation addendum shall result in rejection of the bid/offer.

3.12 **Bid/Offer Amendment or Withdrawal:**

A bid/offer may not be amended or withdrawn after the offer due date and time.

3.13 **Public Record:**

Under applicable law, all bids/offers are public records and must be retained by the County. Bids are public records upon opening. Offers are open to public inspection after Contract award. If a bidder/offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its bid/offer detailing the reasons why that information should not be disclosed. The County shall make a final determination whether or not the information is confidential. If it is determined that the information may be disclosed, the bidder/offeror shall be informed in writing of such determination.

3.14 **Offer Acceptance Period:**

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date, unless otherwise stated in the solicitation.

3.15 **Taxes:**

The County is subject to State of Arizona and other Government Agency taxes imposed within Arizona. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.

3.16 **Cost of Bid/Offer Preparation:**

The County will not reimburse any Bidder/Offeror the cost of responding to a solicitation.

3.17 **Waiver and Rejection Rights:**

Notwithstanding any other provision of the solicitation, the County reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all bids/offers or portions thereof; or
- Cancel a solicitation

3.18 **Contract Inception:**

A response to a solicitation is an offer to Contract with the County based upon the terms, conditions and specifications contained in the County's solicitation does not become a Contract unless and until it is awarded by the Board of Supervisors. A Contract has its inception in the award document, eliminating a formal signing of a separate Contract. For that reason, all of the Terms and Conditions of the procurement Contract are contained in the solicitation, unless any of the Terms and Conditions are modified by a solicitation addendum, a Contract amendment, or by mutually agreed upon terms and conditions in the Contract documents.

3.0 GENERAL INSTRUCTIONS TO BIDDERS (continued)

4.19 Order of Precedence:

In the event of a conflict in the provision of this solicitation, the following shall prevail:

- Special Terms and Conditions
- General Terms and Conditions

- Scope of Work

- Documents referenced in the solicitation

- General Instructions to Bidders/Offerors

4.0 SCOPE OF WORK

GENERAL

All work shall be completed as per the plans and technical specifications incorporated into the plans (Attachment H). A copy of the solicitation documents and plan sets are posted on the following FTP site: <http://hopper-ftp.com>.

Work associated with this project shall be completed within one hundred twenty (120) calendar days of the written Notice to Proceed. It shall be the Contractor's responsibility to complete the work specified and supply any incidental services or material necessary to make the work complete and perfect in all respects and ready for operation. Any material or work not shown on the drawings or mentioned in the specifications, or vice versa, or any incidentals necessary for the addition/alteration of the court building to operate as to the intent of these specifications, even if not particularly specified, shall be included in the bid price and furnished, delivered, and installed by the Contractor without additional expense to Cochise County.

BUILDING PERMIT FEES

Bidder shall include a cash allowance of \$7,000 to cover the cost of City of Bisbee building permit fees.

SOILS & MATERIALS TESTING – SPECIAL INSPECTION

Bidder shall include a cash allowance of \$5,000 to cover the cost of soils and materials testing – special inspection services. The owner will select company to provide those services.

EXPLANATION AND MODIFICATIONS

The work shall also conform to such drawings, including explanation of details or minor modifications, as may be furnished from time to time during construction, including such minor modifications as the County Project Manager may consider necessary on account of conditions found during the prosecution of the work.

Any quantities appearing in the Bid Submittal Form and the Construction Drawings are approximate and are to only be used for the comparison of bids. Payment to the Contractor will be only for the actual quantities of work performed and accepted or materials furnished in accordance with the contract at the unit bid price in the proposal. The Contractor shall verify actual quantities prior to construction and notify the County Project Manager of any deviation, either exceeding or under the bid amount. No additional payment beyond the unit bid amount will be paid to the Contractor if quantity deviations are not identified prior to work or placement of materials.

In the event of any substantial discrepancies between the Construction Drawings and Specifications, the decision of the County Project Manager and the Construction Drawings shall prevail. The written dimensions of the Construction Drawings are presumed to be correct, but the Contractor is required to check carefully all dimensions and quantities before beginning work thereon. Should any errors or omissions be discovered, the County Project Manager shall be so advised and the proper corrections made. Any such adjustments made by the Contractor without prior approval shall be at his own risk, and the settlement of any complications arising from such adjustments shall be carefully observed by the Contractor and are a part of the Contract.

4.0 SCOPE OF WORK (continued)

WORK SCHEDULE

Prior to commencement of the work, the Contractor shall prepare a detailed project work schedule, which shall be submitted and subject to approval by the County Project Manager. The approved work schedule shall not be subject to change without the written consent of the County Project Manager. Said time/work schedule shall be submitted by the Contractor to the County Project Manager for review and approval prior to issuance of the Notice to Proceed. An updated overall project schedule shall be submitted **with monthly pay requests** (the first of each month) until the project is completed. **Contractor pay requests will not be processed if submittal does not include an updated overall project schedule.**

In addition to the overall project work schedule, the Contractor shall provide a weekly schedule of his general operations, testing, and inspection needs for the next week's operation. A sample weekly construction schedule form is provided; see Attachment G.

Any changes required in the approved weekly operations and work schedule shall be promptly brought to the attention of the County Project Manager in writing for approval before commencement of work. Information regarding the change shall include nature, location, type, extent of change, and the reasons for not following approved operations and work schedule.

OSHA REGULATIONS

The Contractor is required to meet all applicable regulations of the Occupational Safety and Health Administration. The Contractor shall bear full responsibility for compliance with all applicable Federal, State, and local laws and regulations.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Certification:

By signature on the Offer Cover Letter of this solicitation the Bidder/Offeror certifies:

- a. The submission of the bid/offer did not involve collusion or other anti-competitive practices.

The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. §31-1461 et. Seq.

The Bidder/Offeror 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 bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.

The Bidder/Offeror agrees to promote and offer to the County only those materials and/or services as stated in and allowed for under resultant Contract(s) as County Contract items.

5.2 Gratuities:

The County may, by written notice to the Contractor, cancel this Contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to eligible County Government customers shall not be prohibited by this paragraph.

5.3 Applicable Law:

This Contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this Contract, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona.

5.0 GENERAL TERMS AND CONDITIONS (continued)

5.4 Arizona Procurement Code:

The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Cochise County Purchasing Policy are a part of this document as if fully set forth herein.

5.5 Legal Remedies:

All claims and controversies shall be subject to A.R.S. §12-1518 et. Al.

5.8 Contract:

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms; conditions and other requirements set for with the rest of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County of Cochise and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

5.7 Contract Amendments:

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

5.8 Provisions Required by Law:

Each and every provision of Law and any clause required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

5.9 Termination by the County:

See 9.2.1 of Sample Contract (Attachment A).

5.9 Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract that may remain in effect without the invalid provision or application.

5.10 Relationship of Parties:

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly such expenses, if any.

5.11 Interpretation – Parol Evidence:

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Cochise County Purchasing Policy is used in this Contract, the definition contained in the Policy shall control.

5.12 Assignment – Delegation:

The Contractor without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

5.14 Subcontracts:

The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not

5.0 GENERAL TERMS AND CONDITIONS (continued)

subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

5.15 Rights and Remedies:

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

5.16 Protests and Disputes:

A protest shall comply with and be resolved according to the Cochise County Procurement Policy, Section Fifteen (15). Any interested party may protest a solicitation, a proposed award or the actual award of a County contract. All written protests will be reviewed and receive a written response. Protests may be transmitted by facsimile machine.

Protestors should first contact the Procurement by telephone, with their questions regarding a solicitation, award or proposed award as the first step in the protest process. Frequently, the questions or problems can be resolved in this manner. Receipt of a verbal response does not preclude filing a formal written protest.

- Protests regarding alleged improprieties in a solicitation that are apparent before the bid opening shall be filed five (5) working days before the bid opening date.
- Protests regarding materials included by addendum and received by the protestor less than five (5) working days before the bid opening shall be submitted with the bid.
- Protests regarding a proposed award shall be submitted as soon as known by the date of award.
- Protests regarding the actual award of a contract shall be filed within five (5) working days of the contract award, or within five (5) working days of the mailing of the notice of award, whichever is later.

A formal protest must be in the form of a letter from the protester to the Procurement Director. It must include:

- The name, address, and telephone number of the protestor and the original signature of the protestor or its representative;
- The name and number of the solicitation that is being protested;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

The Procurement Director will respond to all disputes within fourteen (14) working days of the receipt of the dispute. The response shall contain an explanation of the basis for the decision. The time period for this response may be extended for good cause for up to thirty (30) calendar days. The disputant shall be notified in writing that the time for issuance of a response has been extended.

5.17 Warranties:

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

5.0 GENERAL TERMS AND CONDITIONS (continued)

5.18 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.

5.19 Force Majeure:

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence.

The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice.

Such notice shall be hand delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

5.20 Right to Assurance:

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he 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 the Contract.

5.21 Records:

Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, §35-214 and §35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the County.

5.22 Advertising:

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County. The County shall not unreasonably withhold permission.

5.23 Inspection:

All material, service or construction are subject to final inspection and acceptance by the County. Material, service or construction failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Compliance shall conform to the cancellation clause set forth in this document.

5.0 GENERAL TERMS AND CONDITIONS (continued)

5.24 Exclusive Possession:

All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the County of Cochise and shall not be used or released by the Contractor or any other person except with prior written permission of the County.

5.25 Title and Risk of Loss:

The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

5.28 No Replacement of Defective Tender:

Every tender of materials must fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender. Compliance shall conform to the cancellation clause set forth within this document.

5.27 Default in One Installment to Constitute Total Breach:

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute a breach of the Contract as a whole. Compliance shall conform to the cancellation clause set forth within this document.

5.28 Shipment Under Reservation Prohibited:

Contractor is not authorized to ship materials under reservation and no tender of a Bill of Lading shall operate as a tender of materials. Compliance shall conform to the cancellation clause set forth within this document.

5.33 Liens:

All goods, services and other deliverables supplied to the County under this Contract shall be free of all Liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all Liens.

5.30 Payment:

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provision of A.R.S. Title 35.

5.31 Licenses:

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 as applicable to the Contract.

5.32 Preparation of Specifications by Persons Other than County Personnel:

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

5.33 Cost of Bid Preparation:

The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

5.34 Public Record:

All bids and proposals submitted in response to this solicitation shall become the property of the County and shall become a matter of Public Record available for review, subsequent to the award notification as provided by the Cochise County Purchasing Policy.

5.35 Payment by the County:

Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that 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 services 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 will or 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.

5.0 GENERAL TERMS AND CONDITIONS (continued)

5.36 Independent Contractor:

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Cochise County; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants or agents.

- The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further the County shall not provide to the contractor any insurance coverage or other benefits, including Workers Compensation, normally provided by the County for its employees.

5.37 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"). The Contractor shall further ensure that each subcontractor who performs any work for the Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of the 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 the 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, the Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

"The Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal laws applicable to the Subcontractor's employees and with the requirements of A.R.S. §23-214(A). The Subcontractor further agrees that the County may inspect the Subcontractor's books and records to insure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by the Subcontractor will be deemed to be a material breach of this contract subjecting the 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 Section shall be responsibility of the Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Contractor shall be entitled to an extension of time, but not costs.

5.0 Foreign Investment and Business Operations:

By signing this contract the Contractor certifies that it does not have scrutinized business operations in Iran and Sudan as required by A.R.S. sec. 35-397.

6.0 SPECIAL TERMS AND CONDITIONS

6.1 Bid Opening:

Bids/proposals shall be opened at the time and place designated on the cover page of this document and read publicly and recorded.

6.2 Offer Acceptance Period:

In order to allow for an adequate evaluation, the County requires a bid/offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the bid opening date.

6.0 SPECIAL TERMS AND CONDITIONS (continued)

6.3 Award of the Contract:

The Board of Supervisors will award the Contract to the lowest, responsive and responsible Bidder, whose bid is most advantageous to the County.

6.4 Effective Date of Contract:

Approval of the award by the Board of Supervisors, countersigned by the Clerk of the Board are the conditions precedent to the effectiveness of this Contract.

6.5 Upon Award of the Contract:

The successful Bidder will sign and file with the County, within ten (10) days after notification of Award, all documents necessary to the successful execution of the Contract, to include contract documents, Form of Agreement, and insurance certificates and bonds as required.

6.6 Confidential Information:

If a person believes that any portion of proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Contracts Administrator should be so advised in writing.

The County shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information unless the person utilizes the "Protest" provision listed elsewhere in this solicitation. An entire response to a solicitation shall not be considered confidential material.

6.7 Suspension or Debarment Status:

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the Bidder or Offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a Contract. The County may also exercise any other remedy available by law.

6.8 Failure to Deliver:

In the event of failure of the Contractor to deliver goods/materials/equipment and/or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the goods/materials/equipment and/or services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

6.9 Indemnification:

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless Cochise County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Contractor, or anyone for whose acts Contractor may be liable. Cochise County reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

6.10 Insurance Requirements:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

6.0 SPECIAL TERMS AND CONDITIONS (continued)

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

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** – Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000

- Personal and Advertising Injury \$1,000,000

- Each Occurrence \$1,000,000

The policy shall be endorsed to include the following additional insured language: “The County of Cochise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.

2. Automobile Liability

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

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

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

3. Worker’s Compensation and Employers’ Liability

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

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

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

1. On insurance policies where the County of Cochise is named as an additional insured, the County of Cochise 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.

6.0 SPECIAL TERMS AND CONDITIONS (continued)

- 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 or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Cochise County Procurement Department, attention Terry Rutan, Senior Buyer, 1415 Melody Lane, Bldg. C, Bisbee, AZ 85603.
- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required 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 the Cochise County Procurement Department, attention Terry Rutan, Senior Buyer, 1415 Melody Lane, Bldg. C, Bisbee, AZ 85603. The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DIVISION.**

- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Contracting Agency in consultation with the Risk Management Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

6.11 Compensation and Method of Payment:

In consideration of the performance of the services described in the specifications/scope of work, the County will pay the Contractor the sum or amounts as set forth herein, and the Contractor will charge the County only in accordance with those same amounts.

- The County will pay the Contractor within thirty(30) days following the receipt of itemized invoice(s) for the services rendered. No payment will be issued prior to receipt of material or service and correct invoice.

6.12 Non-exclusive Contract:

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the County of Cochise. The County reserves the right to obtain like services from another source when necessary.

6.13 Bid Surety:

Each bid shall be accompanied by a certified check, cashier's check, or by a bid bond executed by a company authorized to do business in the State of Arizona, made payable to the County of Cochise in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond will be given as a guarantee of intent of the Bidder to enter into a Contract should the bid be accepted or as liquidated damages to the aforementioned in the event of failure or refusal of the Bidder to enter into a Contract.

6.0 SPECIAL TERMS AND CONDITIONS (continued)

- The check or bid bond will be returned to the unsuccessful Bidders upon award of the contract and to the successful Bidder upon the execution of the Contract and receipt of any required performance and payment bonds.

6.14 Performance Surety:

A performance bond in the amount of one hundred percent (100%) of the bid will be required of the successful Bidder to ensure satisfactory completion of the work. The bond will be a corporate surety bond issued by a surety company authorized to do business in the state of Arizona.

6.15 Payment Surety:

A payment bond in the amount of one hundred percent (100%) of the bid will be required of the successful Bidder to guarantee payment of all persons who have and fulfill contracts with the contractor for performing labor or provide equipment or material in the performance of the work provided for in the Contract. The bond will be a corporate surety bond issued by a surety company authorized to do business in the state of Arizona.



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8391 Fax: (520) 432-8397
Website: www.cochise.az.gov

CONTRACT FOR CONSTRUCTION SERVICES

COURTHOUSE ADDITION AND ALTERATION

Agreement No. IFB 14-27-SHF-03

This Contract is made and entered into this _____ day of, November 2014, by and between the County of Cochise, hereinafter referred to as the COUNTY, and _____, hereinafter referred to as the "Contractor".

1. SCOPE OF WORK

This Contract is for services described in the original solicitation IFB 14-27-SHF-03 shall be completed as per the plans and technical specifications incorporated therein.

1. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Work, the County shall pay the Contractor the total lump sum of \$_____ for the base bid. The first payment application for mobilization will be \$_____. This Contract sum is subject to modifications only in the manner specified in the Contract.

The County will pay the Contractor following the submission of itemized invoices(s) for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice. Each itemized invoice must bear a written certification by an authorized County representative confirming the services for which payment is requested have been performed.

1. DURATION, TERMINATION, AND RENEWAL

Upon receipt of the County's Notice to Proceed, the Contractor shall have 120 (one hundred and twenty) calendar days to complete the services included in the Scope of Work, unless terminated, cancelled or extended as provided herein. The Contractor shall commence work only after receiving Notice to Proceed from an authorized County representative. The Contractor shall complete all work to the satisfaction of the County in accordance with the Scope of Services.

The County reserves the right to immediately terminate, with or without cause, the whole or any part of this Agreement due to failure of Contractor to carry out any term, promise, or condition of this Agreement. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

The County may, by written notice to the Contractor, cancel this agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County.

1. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. 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.

1. INDEPENDENT CONTRACTOR

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

The County will not provide any insurance coverage to the Contractor including Workmen's Compensation coverage.

1. **MODIFICATIONS**

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

1. **WAIVER**

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

1. **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless Cochise County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Contractor, or anyone for whose acts Contractor may be liable. Cochise County reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

IX. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- B. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information must be referred to the County.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Contractor or any other person except with the prior written permission of the County.
- D. This Agreement is subject to the provisions of A.R.S. Sec. 38-511. The Contractor shall comply with all 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.

GENERAL CONDITIONS OF THE AGREEMENT

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ARTICLE 1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Architect/Engineer – the person licensed to practice architecture/engineering by the State of Arizona and who is identified as the Architect/Engineer of Record by affixing his/her seal upon the Contract plans, drawings, specifications and related documents. May be utilized to provide construction administration services.

Bonds – bid, performance and payment bonds and other instruments of security.

Change Order – a document approved by the County Contract Representative and which is signed by the Contractor and the County's Procurement Director or duly authorized designee and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Contract.

County – means the County of Cochise, Arizona, a body politic and corporate of the State of Arizona.

County Contract Representative – is the County official administering the Contract for the County of Cochise.

Completion Time – the number of calendar days agreed to by the County and Contractor for completion of the Work, which may be revised by written Change Order.

Construction – is defined as the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real public property.

Construction-Manager-At-Risk – is a project delivery method in which there is a separate contract for design services and a separate contract for construction services, with design and construction taking place in sequential or concurrent phases, and in which finance services, maintenance services, operations services and preconstruction services may be included.

Construction Services – means either of the following for construction-manager-at-risk, design-build and job-order-contracting project delivery methods:

- a) construction, excluding services, through the construction-manager-at-risk or job-order-contracting project delivery methods;
- b) a combination of construction and, as elected by the County, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services.

Contract – the written agreement and all associated attachments, drawings, addenda and change orders executed between the County and the Contractor covering the Work to be performed.

Contract Price – the amount payable by the County to the Contractor for satisfactory completion of the Work, and as specified in the Contract as may be amended by written Change Order, or, in the case of a job-order contract, in the Notice to Proceed.

Contractor – the person, firm or corporation with whom the County has entered into the Contract.

Design-Build – the process of entering into and managing a contract between the County and a contractor in which the Contractor agrees to both design and build a structure and in which design and construction services may be in sequential or concurrent phases, and which may include finance services, maintenance services, operations services, design services and preconstruction services.

Design Services – is defined as architect services, engineer services or landscape architect services.

Procurement Director – the person acting as Director of the County’s Procurement Department and who has authority to award and revise County solicitations and contracts for construction, construction services, and construction-related services below \$50,000.00 as necessary.

Drawings – the graphic and pictorial portions of the contract, wherever located and whenever issued, showing the configuration, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Estimate for Payment – a form furnished by the County or an approved form submitted by the Contractor in lieu of County furnished form, and is required to be used when submitting requests for payments for work actually performed and materials supplied during an agreed-to preceding period of time.

Field Order – a written order or directive issued by the County Contract Representative that orders minor changes in the Work.

Final Completion Date – the calendar date when the Work is one hundred percent (100%) complete as determined by the County.

Finance Services – is defined as financing services for the Work.

Guaranteed Maximum Price or GMP – means the sum of the maximum cost of the Work; the CM@Risk’s Construction fee; general conditions fee; taxes, bonds, insurances costs; and bid contingency as proposed and approved pursuant to this Agreement. The approved GMP will be made part of this Agreement by executing an amendment or additional amendments for phased construction.

Job-Order-Contracting – a project delivery method in which the contract is a requirements contract for indefinite quantities of construction and in which specified job orders are issued during the contract and may include finance services, maintenance services, operations services, preconstruction services and design services.

Liquidated Damages – Liquidated damages will not be applicable to this solicitation.

Maintenance Services – is defined as routine maintenance, repair and replacement of existing facilities, structures, buildings or real property.

Notice to Proceed – a written notice given by the County to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor’s obligations under the Contract. In the case of a job order, it may also contain the specifications exclusive to the job order as well as consideration for the Contractor.

Operations Services – is defined as routine operation of existing facilities, structures, buildings or real property.

Preconstruction Services – is defined as advice during the design stage of the Work.

Price Proposal – a form on which the County requires estimates or price proposals to be prepared and submitted for the Work or portions of the Work.

Procurement Officer – is the County official who conducts the solicitation process to secure a Contractor for the Work and who acts under the authority and direction of the County’s Procurement Director and in accordance with the County of Cochise Procurement Code.

Public Inspector(s) – that person or persons provided by the public authorities having code jurisdiction and who perform day-to-day inspections of the Work for compliance with applicable codes.

Schedule of Values – a schedule submitted by the Contractor setting forth the values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the County Contract Representative may require. This schedule must be submitted before the Contractor submits its first application for progress payment and shall be used as a basis for reviewing and approving payments to the Contractor.

Shop Drawings – drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate, in detail, how some portion of the Work shall be fabricated and/or installed, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

Specifications – those portions of the Contract, or Notice to Proceed if a Job Order, consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Substantial Completion – a written declaration of the date upon which the County, in its sole discretion, determines the Work is substantially complete such that the County has beneficial use and/or occupancy. Upon substantial completion, the right of the County to assess liquidated damages for time after the date of substantial completion ceases, except as allowed for failure to meet final completion within thirty (30) days of substantial completion.

The County of Cochise Procurement Policy – in addition to applicable State statutes and applicable Federal regulations and requirements, the County ordinance that governs the construction services contracting process as well as contract administration processes including the resolution of contract claims, disputes and controversies.

The Work – the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract, or, in the case of a job-order contract, within individual Notices to Proceed. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract. And/or Notice to Proceed, as appropriate.

ARTICLE 2. THE CONTRACT DOCUMENT INTENT AND EXECUTION

2.1 The Contract

2.1.1 The documents in the Contract include but are not limited to the solicitation contents and any addenda, drawings, change orders and approved Contractor submittals.

2.1.2 The Contract comprises the entire agreement between the County and the Contractor concerning the Work and supersedes any prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by an instrument in writing and fully executed by the authorized parties to the Contract.

2.2 Intent of the Contract

2.2.1 The intent of the Contract is to include all labor, materials, equipment, transportation and all other costs and expenses necessary for the proper execution and completion of the Work by the Contractor.

2.2.2 The Contract shall be construed in accordance with the laws of the State of Arizona, and all such laws regulating the construction of Public Works by the County are hereby incorporated herein by reference and made a part hereof.

2.2.3 Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.2.4 The organization of the Contract into divisions, sections or articles is merely for the purpose of convenient reference, and neither the headings nor divisions shall have any legal or Contractual significance and shall not control the division of the Work by the Contractor among the various subcontractor or trades.

2.2.5 The Contractor shall obtain all required County permits in addition to any and all ADOT required permits and pay any taxes or other costs associated with permitting. There will be no reimbursement for the cost of any ADOT or County permits.

2.3 Execution

2.3.1 Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined the Contract.

2.4 Ownership of the Contract

The Contract, including, but not limited to, the drawings and specifications, is the property of the County and is not to be used by the Contractor or any subcontractor on other projects outside the scope of the Work without the express written consent of the County.

ARTICLE 3. ADMINISTRATION OF THE CONTRACT

3.1 Lines of Authority and Communications

- 3.1.1** The County's Procurement Director is the County official with overall authority and responsibility for the award and administration of County contracts below the adopted formal bid threshold. The Procurement Director or his designated Procurement Department representative after consultation with the County Contract Representative has the ultimate authority to resolve disputes concerning Contract performance and to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Work.
- 3.1.2** The County Contract Representative is the designated representative of the particular County department for which the Work is being constructed (the "user department") or the County department which is responsible for the oversight of the Work.
- 3.1.3** Day-to-day administration of the Contract is the responsibility of the County Contract Representative. The County Contract Representative is the County's representative during the prosecution of the Work and shall act as surveillance and technical advisor for the County. The County Contract Representative duties are more fully described in Section 3.2 of this Article.
- 3.1.4** The Contractor shall supervise and direct the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, unless the Contract gives other specific instructions concerning these matters. The Contractor's duties and responsibilities are more fully described in Article 4 of these Contract conditions.
- 3.1.5** Except where the Contract otherwise provides or where direct communication has been specifically authorized, the Contractor shall initially communicate with the County Contract Representative.

3.2 County Contract Representative's General Authority and Responsibilities

- 3.2.1** Unless the Contractor is responsible for the design of the Work, the County Contract Representative shall furnish to the Contractor, free of charge unless it is provided otherwise in the Contract, copies of drawings, specifications and instructions available for the execution of the Work. The County Contract Representative may furnish additional clarifications or interpretations in writing or by drawings as may be necessary for the proper progress and execution of the Work. Such additional clarifications and interpretations shall be furnished with reasonable promptness, and the Contractor shall not do work without drawings or written clarifications where needed. All drawings, specifications and copies thereof furnished by the County Contract Representative are County property. They are not to be used on other work and, with the exception of the signed Contract, and are to be returned to the County Contract Representative at the completion of the Work.
- 3.2.2** The County Contract Representative shall provide general surveillance of the Work. By making sufficient periodic visits to the site of the Work, the County Contract Representative will become thoroughly familiar with the progress and quality of completed portions of the Work, and will assess if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract.
- 3.2.3** The County Contract Representative will decide all questions which may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of the Work, and all questions which may arise as to the interpretation of the drawings and specifications.
- 3.2.4** The County Contract Representative shall have the authority to reject work that is not in conformity with the Contract and to order additional inspections and testing of the Work.
- 3.2.5** The County Contract Representative shall conduct an initial review of, and approve or deny, written Change Orders submitted by the Contractor, and may prepare Change Orders and provide field clarifications and corrections. All Change Orders shall be approved by the Procurement Director or appointed designee prior to any work being done. However, in emergencies endangering life or property, the County Contract Representative may take action and issue orders which are deemed necessary to avert the loss of life or property.
- 3.2.6** The County Contract Representative, pursuant to Article 10 of these General Conditions, shall make recommendations to the Contract Officer as to all claims of the Contractor.
- 3.2.7** The County Contract Representative will review and process the Contractor's monthly Estimates for Payment, as more fully set forth in Article 7 of these General Conditions.

- 3.2.8 The County Contract Representative will conduct inspections to determine the dates of Substantial Completion and Final Completion and will certify such dates to the Contract Officer.
- 3.2.9 The County Contract Representative will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.

3.3 Public Inspections

- 3.3.1 Unless otherwise specifically provided in the Contract, Public Inspectors who perform day-to-day inspections of the Work for compliance with applicable codes will have authority to require compliance with drawings, specifications and applicable codes, and may provide clarification of any unspecified or unclear item or situation.
- 3.3.2 If the drawings or specifications, laws, ordinances, or any public authority requires any work to be specially tested or approved, the Contractor shall give the County Contract Representative timely notice of its readiness for inspection. If the inspection is by an individual, authority or entity other than the County Contract Representative or the Public Inspectors, the Contractor shall advise the County Contract Representative of the date fixed for such inspection.
- 3.3.3 All tests, inspections or approvals required to be performed by the County Contract Representative, Public Inspectors, or other authorities or entities shall not relieve the Contractor of their obligation to perform the Work in accordance with the Contract.

3.4 Special Inspections and Testing of Materials

- 3.4.1 All equipment and materials used in the construction of the Work, especially those upon which the strength and durability of the structure may depend, shall be subject to adequate inspection and testing in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended, as determined by the County Contract Representative.

The performance of tests and the engagement of testing laboratories or agencies must have the prior approval of the County Contract Representative. Except as provided in subsection 3.4.3, the County will pay for approved tests and services rendered by the approved laboratory or agency in addition to the Contract price for construction.
- 3.4.2 When initial tests indicate that any portion of the Work is not in conformance with the Contract because of faulty workmanship, the Contractor shall be required to pay for necessary re-tests. When initial tests indicate that the work is in conformance with the Contract, any re-testing that's ordered by the County shall be paid for by the County.

ARTICLE 4. THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES

4.1 Contractor's Review of Contract Documents and Site Conditions

- 4.1.1 It shall be the duty of the Contractor to carefully study and compare all drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the County Contract Representative.
- 4.1.2 The Contractor shall be required to use, for data and dimensions, figures marked on the drawings in preference to what the drawings may measure to scale; but in the absence of figured dimensions, scale dimensions may be used with the prior written concurrence of the County Contract Representative. The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, level or grades, walks, driveways or other existing conditions before executing any work. Errors or inconsistencies shall be reported to the County Contract Representative immediately. ***It is the responsibility of the Contractor to provide BLUESTAKE verification of underground utilities on and off the construction site.***
- 4.1.3 Change orders will not be issued to cover any cost, loss or expense for additional labor or materials required to rectify any error or inconsistency in the drawings and specifications unless prior notification is given by the Contractor to the County Contract Representative.

The Contractor shall perform the Work in accordance with the Contract and with shop drawings, product data and samples that have been approved by the County Contract Representative.

- 4.1.4 Notwithstanding the above provisions, if the Contractor is responsible for the design of the Work, the Contractor shall ensure the accuracy and completeness of the drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the County Contract Representative and shall be responsible for any required corrective action.

4.2 **Contractor's Supervision**

- 4.2.1 The Contractor shall efficiently and continuously supervise and direct the Work, using its best skill and attention. Unless the Contract specifically provides otherwise, the Contractor shall be solely responsible for and shall exercise control over construction means, methods, techniques and procedures and shall coordinate the sequences of all portions of the Work.
- 4.2.2 The Contractor shall ensure that the key personnel submitted in response to the Invitation for Bids and assigned to this Contract are available throughout the term of the Contract. In the event that the Contractor requests substitution of key personnel, the Contractor shall obtain prior approval from the County for key personnel substitution. The Contractor shall ensure that substituted personnel are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the County for its consideration and approval prior to substitution taking place.
- 4.2.3 The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of persons, either directly or indirectly employed by the Contractor, as it is for the acts and omissions of persons directly employed by the Contractor.

4.3 **Materials and Labor; Warranty**

- 4.3.1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, equipment, tools, construction equipment and machinery, water, gas, heat, utilities, transportation, and other facilities and services necessary for the execution, completion and delivery of the Work within the specified Completion Time.
- 4.3.2 The Contractor shall pay all applicable taxes associated with the Work.
- 4.3.3 The Contractor warrants to the County that all materials and equipment furnished under the Contract shall be new unless otherwise specified, and that all of the Work shall be of good quality, free from faults and defects and in conformance with the Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- 4.3.4 The Contractor shall be held to furnish all work as specified in the Contract. After a price proposal for the Work has been accepted by the County, changes of brand named, trade named, trademarked, patented articles, or any other substitutions shall be allowed only by written order signed by the County Contract Representative. Unless otherwise agreed to via Change Order, the County shall receive all benefits of the difference in costs.

4.4 **Construction Schedules and Submittals**

- 4.4.1 Before commencing the Work, the Contractor shall provide the County Contract Representative with a construction schedule for the Work, fixing the dates at which various pre-determined events shall occur in order to promote a timely completion of the various parts of the Work in accordance with the Contract. The schedule may be revised from time to time as may be required by conditions of the Work, but shall not exceed time limits, or any extensions thereof, set forth in the Contract or in the individual job order, as appropriate.
- 4.4.2 The Contractor shall prepare and keep current for the County Contract Representative's approval, a schedule of submittals which shall be coordinated with the Contractor's construction schedule and allow the County Contract Representative reasonable time to review such submittals.

- 4.4.3** After review, the County Contract Representative, with reasonable promptness, shall approve these shop or setting drawings, product data, samples and sequences for conformance with the design concept of the project, the approved construction schedule, and other requirements of the Contract.

The Contractor shall make any corrections required by the County Contract Representative and re-submit such corrected materials to the County Contract Representative for approval. Any correction or change that will result in a design or function change or in an increase or decrease in the Contract price must also receive the prior approval of the County's Director of Procurement or his designee.

- 4.4.4** The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or schedules until the respective submittals have been approved by the County Contract Representative, and shall not deviate from such submittals after final approval by the County Contract Representative.

- 4.4.5** As-built documents must be provided to the County by the Contractor prior to final acceptance of electrical equipment. The County reserves the right to withhold final payment until complete as-built drawings have been received in good order by the County Contract Representative.

4.5 Documents and Samples at the Work Site

- 4.5.1** Unless otherwise directed by the County's Contract Representative, the Contractor shall maintain at the Work site a complete file of the drawings, specifications, addenda, change orders and other approved modifications, in good order and marked to reflect changes and selections made during construction, together with all approved shop drawings, product data, samples and similar required submittals. Such files shall be made available to the County Contract Representative and Public Inspectors upon request.

4.6 Protection and Use of Site – (Signs, Utilities, Water, Sanitation, Traffic, etc.)

- 4.6.1** The County will provide land, rights-of-way and easements for all work specified in the Contract.
- 4.6.2** Contractor shall prevent any damage to pipes, sewers, computer and phone lines, conduits or other structures, including public and/or private lawns, gardens, shrubbery and trees encountered in the Work, and shall hold the County harmless from damages for any injury done to such pipes, structures or property during the course of the Work.
- 4.6.3** Work shall be accomplished so that there will be a minimum of traffic interruption and inconvenience, discomfort or damage to the public.
- 4.6.4** The Contractor shall supply safe drinking water and sanitary facilities for all contractor's employees at the work site.
- 4.6.5** If archaeological, historical or paleontological features are encountered or discovered during any activity related to the Work, the Contractor shall stop work immediately at that location and shall take all reasonable steps to secure the preservation of those features. The County Contract Representative will make arrangements for the proper treatment of the affected portion of the Work site. The Contractor shall not resume work in the affected portion without the prior approval of the County Contract Representative. Extensions in the Contract time for delays resulting from the discovery of archaeological, historical or paleontological features, if such discovery results in a delay to the progress of the Work, may be claimed by the Contractor in accordance with Article 10 of these General Conditions.

4.7 Cleaning Up

- 4.7.1** The Contractor shall at all time keep the construction site and surrounding area free from accumulations of waste material or rubbish caused by operations under the Contract. Upon completion of the Work, the Contractor shall remove all rubbish, tools, equipment, scaffolding and surplus materials from the site and surrounding areas and leave the area "broom clean" or its equivalent, unless otherwise instructed by the County Contract Representative.
- 4.7.2** If the Contractor fails to clean up as provided in the Contract, the County may do so and the cost thereof shall be charged against the Contractor.

4.8 **Emergencies**

4.8.1 In an emergency affecting the safety of life or property, the Contractor, without special instruction or authorization from the County Contract Representative, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury.

Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the County unless such work has been specifically requested and approved by the County Contract Representative.

4.8.2 The Contractor shall file with the County Contract Representative the names, addresses and telephone numbers of their company who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the County or the Public Inspectors.

4.9 **Permits, Fees and Notices**

4.9.1 The Contractor shall, at its expense, obtain all necessary permits and licenses for work performed under the Contract, and shall give all necessary notices required by laws, ordinances, rules, regulations and lawful orders of public authorities pertaining to performance of the work, public health and safety.

4.9.2 If the Contractor knowingly performs work which is not in compliance with such laws, ordinances, rules, regulations or orders, without such notice to the County Contract Representative, the Contractor shall assume full responsibility for such Work and shall bear all costs attributable thereto.

4.10 **Royalties and Patents**

4.10.1 The Contractor shall pay all royalties and license fees.

4.10.2 The Contractor and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark, or copyright, and the Contractor shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Contractor shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or, subject to Engineer's approval, replace same with no infringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes no infringing.

4.10.3 If appropriate, the Contractor shall furnish the County Contract Representative satisfactory evidence of patent licenses or patent releases covering County-specified proprietary materials, equipment, devices or processes, as the case may be.

4.11 **Protection of Persons and Property**

4.11.1 The Contractor shall be responsible for initiating, maintaining, supervising and directing all safety precautions and programs in connection with the performance of the Contract.

4.11.2 The Contractor shall be responsible for the protection of all Work until completion and final payment is made, including any material or equipment to be incorporated whether in storage on or off the Work site.

4.11.3 The Contractor shall, at their own expense, replace damaged or lost material, or repair damaged parts of the Work or of other property at the work site or adjacent thereto, and the Contractor and their sureties shall be liable therefore.

4.11.4 The Contractor shall assume all risks from floods and casualties and shall make no claim for damages for delay from such causes. However, a reasonable extension of time on account of such delays may be allowed, subject to the conditions contained in Article 6 of these General Conditions.

4.11.5 In the event the Contractor encounters on the work site material reasonably believed to be a hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop work in the area affected and report the condition to the County Contract Representative.

The Contractor shall take all necessary precautions for the safety of employees on the work site and other persons who may be affected thereby, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the Work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hood hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials.

4.11.7 The Contractor warrants it is fully familiar and shall comply with all of the safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 641-678, or as amended or recodified from time to time). Also the Hazard Communication Act relating to the use of hazardous materials (29 C.F.R. 1910-1200, or as amended or recodified from time to time), as promulgated by the Federal Government and as implemented by the State of Arizona, and that it will be solely responsible for all fines and penalties provided for by law for any violation of such Act and, furthermore, shall require all subcontractors to comply with such Acts and with the provisions of this section. Any claims arising out of alleged violations of such Acts are covered by the indemnification set forth in Section 4.12.

4.12 **INSURANCE REQUIREMENTS**

The County requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity as specified in this Contract for Construction Services. The Contractor must submit an original copy of the Certificate of Insurance maintaining the coverage limits as specified in the original solicitation document, **Section 6.0 Special Terms and Conditions, paragraph 6.14 titled Insurance Requirements**. The coverage's shall be maintained in full force and in effect during the term of the Contract for Construction Services and shall not serve to limit any liabilities or any other Contractor obligations.

ARTICLE 5. SUBCONTRACTS AND SEPARATE CONTRACTS

5.1 **Subcontracts**

5.1.1 The Contractor shall ensure that the subcontractors submitted in response to the Invitation for Bid and assigned to this Contract are available throughout the term of the Contract. In the event that the Contractor requests substitution of subcontractors, the Contractor shall obtain prior approval from the County for subcontractor substitution. The Contractor shall ensure that substituted subcontractors are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the County for its consideration and approval prior to substitution taking place.

5.1.2 In job-order-contracting, by appropriate written agreement, the Contractor agrees that each subcontractor has been notified in writing of the negotiated amount or coefficient agreed to for billing purposes. Furthermore, by appropriate written agreement, the Contractor agrees that each subcontractor shall be bound to the Contractor by the terms of the Contract. In the event of a conflict between the substance of a written subcontract and the language of this Contract, the language of this Contract shall prevail.

5.1.3 Contractor shall ensure that each subcontract shall preserve and protect the rights of the County under the Contract with respect to the work to be performed by the subcontractor. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. In this connection, the Contractor shall make available to each subcontractor, prior to execution of any subcontract, copies of the Contract provisions to which the subcontractor shall be bound. Subcontractors shall also make copies of applicable portions of the Contract available to their respective subcontractors.

5.1.5 Each subcontract shall require the subcontractor to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment to the County in a timely manner, including any claims for extras, extensions of time, and damages for delays or otherwise to the Contractor in the manner provided in the Contract for like claims by the Contractor upon the County.

5.1.6 The Contractor further agrees:

1. To be bound to the subcontractor with respect to obligations under the contract in the same manner and to the same extent that the County assumes obligations under this Contract, including provisions of the contract that afford remedies and redress to the Contractor from the County.
2. To promptly pay the subcontractor in accordance with applicable State statute.
3. That, at all times, the subcontractors' total payments shall be proportionate to the value of the labor and materials provided by them. Payment may be preconditioned upon the subcontractors providing the Contractor with requested significant partial or final lien waivers.
4. To pay the subcontractor to such extent as may be provided by the Contract or the subcontract, if either of these provides for earlier or larger payments than the above.
5. To ensure timely payment to subcontractors for their work as performed and for materials fixed in place, less any applicable retention, despite any delay by the County in making payments to the Contractor for any cause not the fault of the subcontractor.
6. To share or forward, as appropriate, with its subcontractors or, as appropriate, with the County, any fire insurance proceeds received by the Contractor under the insurance provisions of the Contract.
7. That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following the month in which the claim originated.
8. To give the subcontractor an opportunity to be present and to submit evidence in any Contractual claim, controversy or dispute.

5.1.7 Nothing in this Article shall create any obligation on the part of the County to pay to, or to see to the payment of, any sums to any subcontractor, except as may otherwise be required by law.

5.1.8 Each subcontract agreement for a portion of the Work is hereby assignable by the Contractor to the County provided that:

1. Assignment is effective at the sole option of the County and only upon termination of the Contract for cause pursuant to Article 9 of these General Conditions, and only for those subcontract agreements which the County determines to accept by notifying the subcontractor in writing, and
2. Assignments is subject to the prior rights of the surety obligated under the Bonds relating to the Contract.

5.2 Separate Contracts

5.2.1 The County reserves the right to perform construction or operations related to the Work with the County's own forces and to let separate Contracts in connection with other portions of the Work or other construction or operations on the Work site.

5.2.2 The Contractor shall afford other Contractors on the Work site reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

- 5.2.3** The County Contract Representative shall coordinate the activities of the County's own forces and of each separate Contractor with the work of the Contractor. The Contractor and all other Contractors on the Work site shall be required to review their construction schedules and cooperate with the County Contract Representative in coordinating the various portions of the Work with the schedules of such separate contractors.
- 5.2.4** If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the County Contract Representative any defects in such work that render it unsuitable for continuance of the Contractor's Work. Failure to inspect and report may constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work, except as to defects not then reasonably discoverable.
- 5.2.5** Costs caused by the Contractor because of delays or by improperly timed activities or defective construction shall be borne solely by the Contractor.
- If the Contractor causes damage to any separate contractor on the site, the Contractor, upon due notice, agrees to settle with such separate contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the County on account of any damage alleged to have been so sustained, the County shall notify the Contractor, who shall defend such proceedings and, if any judgment against the County arises there from, the Contractor shall pay or satisfy it.
- 5.2.7** Should separate contractors on the Work cause any damage, cost or loss to the Contractor, the County shall not be held responsible or liable therefore in any way other than extensions of completion time in accordance with Article 6 of these General Conditions.

ARTICLE 6. TIME FACTORS

6.1 Time

- 6.1.1** Unless otherwise provided in the Contract, the Completion Time is the number of calendar days, including authorized time extensions, specified for completion of the Work.
- 6.1.2** Completion Time shall commence on the day specified in the Notice to Proceed. The date shall not be postponed on account of the failure of the Contractor, or of any of its subcontractors to take any action required to commence the Work.
- 6.1.3** The date of Substantial Completion is the date certified by the County Contract Representative pursuant to Subsection 7.4.1 of Article 7 of these General Conditions.
- 6.1.4** The term "day" as used in the Contract shall mean calendar day.
- 6.1.5** By execution of the Contract documents, or by concurrence with the Notice to Proceed in the case of a job order, the Contractor acknowledges that the time described is a reasonable period for a competent Contractor to complete the Work.
- 6.1.6** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the agreed upon time frame. If the Contractor is delayed on any portion of the Work for any reason whatsoever, it shall expeditiously proceed on other portions of the Work which are not affected by such delay.

6.2 Delays and Time Extensions

- 6.2.1** It is agreed that the County's only liability for any delay from any cause shall be limited to granting a time extension to the Contractor and that no extended general conditions for any delay will be applicable unless agreed to by the County. There is no other obligation, express or implied, on the part of the County to the Contractor for delay from any cause.
- 6.2.2** The completion time shall be extended when delay in completion of the Work by either the Contractor or the subcontractors is due to any preference, priority or allocation order duly issued by the Federal Government.
- 6.2.3** Should a dispute arise between the Contractor and the County regarding a delay or time extension, the Contractor shall continue progress on the Work until the dispute is resolved.

ARTICLE 7. PAYMENTS TO THE CONTRACTOR

7.1 Contract Price; Request for Payment; Schedule of Values

- 7.1.1** The Contract amount or coefficient stated in the Contract documents or, in the case of a job order, in the Notice to Proceed, plus or minus any authorized adjustments is the amount payable by the County to the Contractor for performance of the Work under the Contract or for a specific job order.
- 7.1.2** During the course of construction, the Contractor shall request payment for work actually performed during the preceding month or some other time period as mutually agreed to, using "ESTIMATE FOR PAYMENT" forms, which are furnished by the County or a County approved form submitted by the Contractor. Completed forms shall be submitted to the County Contract Representative. A schedule of values and an updated project schedule shall accompany the request for payment.

7.2 Certification and Payment; Retainage; Substitute Securities

- 7.2.1** The County by mutual agreement may make progress payments on Contracts of less than ninety (90) days and shall make monthly progress payments on all other Contracts as provided for in this paragraph. Payment to the Contractor on the basis of a duly certified and approved estimate for payment of the work performed during the preceding calendar month under the Contract may include payment for material and equipment, but to ensure the proper performance of the Contract, the County shall retain ten per cent of the amount of each estimate until final completion and acceptance of all material, equipment and work covered by the Contract. An estimate of the work submitted shall be deemed approved and certified for payment after seven (7) days from the date of submission unless before that time the County or the County's designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the Contract. The County may withhold an amount from the progress payment sufficient to pay the expenses the County reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen (14) days after the estimate of the work is certified and approved. The estimate of the work shall be deemed received by the County on submission to any person designated by the County for the submission, review or approval of the estimate of the work.
- 7.2.2** When the Contract is fifty per cent complete, one-half of the amounts retained including any securities substituted under paragraph 7.2.4 shall be paid to the Contractor on the Contractor's request provided the Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty per cent complete, no more than five per cent of the amount of any subsequent progress payments made under the Contract may be retained providing the Contractor is making satisfactory progress on the project, except that if at any time the County determines satisfactory progress is not being made ten per cent retention shall be reinstated for all progress payments made under the Contract after the determination.
- 7.2.3** On completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, except as qualified in paragraph 7.2.5, payment may be made in full, including retained percentages, less authorized deductions. In preparing estimates, the material and equipment delivered on the site to be incorporated in the job shall be taken into consideration in determining the estimated value by the architect, engineer or other person, as specified in the Contract.
- 7.2.4** Ten per cent of all estimates shall be retained by the County as a guarantee for complete performance of the Contract, to be paid to the Contractor within sixty (60) days after completion or filing notice of completion of the Contract. Retention of payments by the County longer than sixty (60) days after final completion and acceptance requires a specific written finding by the County of the reasons justifying the delay in payment. The County may not retain any monies after sixty (60) days that are in excess of the amount necessary to pay the expenses the County reasonably expects to incur in order to pay or discharge the expenses determined by the County in the finding justifying the retention of monies. In lieu of the retention provided in this section, the County, at the option of the Contractor, shall accept as a substitute an assignment of time certificates of deposit of banks licensed by this state, securities of or guaranteed by the United States of America, securities of this state, securities of counties, municipalities and school districts within this state or shares of savings and loan institutions authorized to transact business in this state, in an amount equal to ten per cent of the bid amount that will be retained by the County as a guarantee for complete performance of the Contract. If the County accepts substitute securities, as described in this paragraph, for the ten per cent retention, the Contractor is entitled to receive all interest or income earned by this security as it accrues and all such security in lieu of retention shall be returned to the Contractor by the County

within sixty (60) days after final completion and acceptance of all material, equipment and work covered by the Contract if the Contractor has furnished the County satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the work. In no event shall the County accept a time certificate of deposit of a bank or shares of a savings and loan institution in lieu of the retention specified unless accompanied by a signed and acknowledged waiver of the bank or savings and loan association of any right or power to set off against either the County or the Contractor in relationship to the certificates or shares assigned.

- 7.2.5** In any instance where the County has accepted substitute security as provided in paragraph 7.2.4, any subcontractor undertaking to perform any part of this public work is entitled to provide substitute security to the Contractor on terms and conditions similar to those described in paragraph 7.2.4, and this security is in lieu of any retention under the subcontract.
- 7.2.6** Notwithstanding paragraphs 7.2.1 through 7.2.5, retention is not required for job-order-contracting construction services contracts, except that the County may elect to require retention for a job-order-contracting construction services contract. If the County elects to require retention, paragraphs 7.2.1 through 7.2.5 apply to the job-order-contracting construction services Contract, except that:
1. Contract, or failure to reasonably account for the application or use of those payments, constitutes grounds for disciplinary action by the Registrar of Contractors. The subcontractor or material supplier shall notify the Registrar of Contractors and the County in writing of any payment less than the amount or 1 Retention shall be five per cent of each payment instead of ten per cent reducing to five per cent.
 2. Retention applicable to each job order shall be released within sixty (60) days after final completion of the job order and acceptance of the work under the job order.
 3. No retention on the job order may be released until that time.
 4. The retention percentage shall not be increased.
- 7.2.7** The Contractor shall pay to the Contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven (7) days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest, except that no Contract for construction services may materially alter the rights of any Contractor, subcontractor or material supplier to receive prompt and timely payment as provided under this section. The payments to subcontractors or material suppliers shall be based on payments received pursuant to this section.
- 7.2.8** A subcontractor may notify the County in writing requesting that the subcontractor be notified by the County in writing within five (5) days from payment of each progress payment made to the Contractor. The subcontractor's request remains in effect for the duration of the subcontractor's work on the project.
- 7.2.9** Nothing in this section prevents the Contractor or subcontractor, at the time of application and certification to the County or Contractor, from withholding the application and certification to the County or Contractor for payment to the subcontractor or material supplier for unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third party claims filed or reasonable evidence that a claim will be filed, failure of a subcontractor to make timely payments for labor, equipment and materials, damage to the Contractor or another subcontractor, reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum or a reasonable amount for retention that does not exceed the actual percentage retained by the County.
- 7.2.10** If any payment to a Contractor is delayed after the date due interest shall be paid at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.
- 7.2.11** If any periodic or final payment to a subcontractor is delayed by more than seven (7) days after receipt of the periodic or final payment by the Contractor or subcontractor, the Contractor or subcontractor shall pay the subcontractor or material supplier interest, beginning on the eighth day, at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.

- 7.2.12** Notwithstanding anything to the contrary in this section, this section applies only to amounts payable in a construction services Contract for construction and does not apply to amounts payable in a construction services Contract for design services, preconstruction services, finance services, maintenance services, operations services and other related services.
- 7.2.13** The County Contract Representative, with reasonable dispatch, will review the contents of the ESTIMATE FOR PAYMENT submitted by the Contractor, determine the sufficiency of the estimate, satisfy himself that the County has received full value, certify the estimate and submit it through normal channels for payment.
- 7.2.14** Neither the certification nor payment made to the Contractor, nor partial or entire use or occupancy of the Work by the County shall constitute an acceptance of any portion of the Work.

7.3

Payment Withheld

- 7.3.1** If the County Contract Representative is unable to certify a request for payment in whole or in part because, after observing the Work and the data comprising the ESTIMATE FOR PAYMENT, the County Contract Representative determines that the Work has not progressed or the quality of the Work is not in accordance with the Contract, the County Contract Representative shall promptly notify the Contractor. If the County Contract Representative and the Contractor cannot agree on a revised amount, the County Contract Representative will promptly issue a certificate for payment in an amount he determines is justified.
- 7.3.2** The County Contract Representative or other County official, as a result of subsequently discovered evidence, may also withhold or nullify the whole or a part of any certification to such extent as may be necessary to protect the County from loss on account of:
1. Defective work not remedied.
 2. Third-party claims filed or reasonable evidence indicating probable filing of such claims.
 3. Failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment.
 4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract amount, or reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
 5. Damage to another contractor or to the County.
 6. Damage to the real or personal property of another and failure to repair or replace the same.
 7. Persistent failures to carry out the Work in accordance with the Contract.
- 7.3.3** When the grounds for withholding payment have been corrected to the satisfaction of the County Contract Representative or other County official concerned, the County shall proceed to process any amounts due.

7.4

Substantial Completion

7.4.1 When the Contractor considers that the Work, or a portion thereof which the County has agreed to accept separately, is ready for its intended use, it shall notify the County Contract Representative in writing that the work or the agreed upon portion thereof, is substantially complete and request the County Contract Representative to issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the County Contract Representative shall make an inspection of the Work, or the designated portion thereof, to determine the status of completion. If the inspection discloses any item that is not in accordance with the Contract, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. The Contractor shall then submit a request for a re-inspection by the County Contract Representative. When the Work or designated portion thereof is determined to be substantially complete, the County Contract Representative shall prepare a Certificate of Substantial Completion for signature of the parties, fixing therein the date of Substantial Completion and establishing the responsibilities of the County and Contractor, pending final payment by the County, for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list attached to the certificate.

7.4.2 Warranties required by the Contract shall commence on the date of Final Completion for a period of one year, except where a specific provision of the Contract provides otherwise.

7.5 Final Completion and Final Payment

7.5.1 Upon receipt of notice from the Contractor that the Work is ready for final inspection and upon receipt of a request for final payment, the County Contract Representative will determine that all items on the punch list have been completed or corrected and the County will make payment reflecting adjustments in retainage, if any, for such work or portion thereof as provided for in the Contract.

7.6 Consent of Surety/ Lien Waivers and As-Built Drawings

7.6.1 Neither the final payment nor any part of the retained percentage shall become due until the Contractor provides to the Contract Officer a Consent of Surety Certificate from their bonding company, or lien waivers, at the Contract Officer's discretion and all completed as-built drawings.

7.7 Partial Utilization

7.7.1 The County may occupy or use any portion of the Work which the County and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the County without significant interference with the Contractor's performance of the remainder of the Work. Such use or occupancy may commence whether or not the portion is substantially complete, provided the County and the Contractor have accepted in writing their mutual responsibilities regarding the used portion, including but not limited to insurance coverage, maintenance and utilities.

7.7.2 Partial use or occupancy of the Work by the County shall not constitute acceptance of Work not complying with the requirements of the Contract.

ARTICLE 8. UNCOVERING AND CORRECTION OF WORK; CHANGES IN THE WORK

8.1 Uncovering of Work

8.1.1 Piping, wiring, ducts, etc., shall not be covered up before proper inspection, approval and certificates, if required, are issued. Should any work that is designated for inspection by the County Contract Representative or the Contract before covering is covered before such inspection, it must be uncovered by the Contractor at their expense when examination is ordered by the County Contract Representative.

8.1.2 If a portion of the Work not designated by the County Contract Representative or the Contract for inspection has been covered and the County Contract Representative or a Public Inspector orders such work uncovered for inspection, the Contractor shall immediately uncover such work. If such uncovered work is found to be in accordance with the Contract, an appropriate Change Order shall be issued to compensate the Contractor for the expense of uncovering and replacing the work. If such work is found to be not in compliance with the Contract, the Contractor shall pay such costs, unless the condition was caused by the County or a separate Contractor.

8.1.3 The County shall not be responsible for or bear the cost of any re-examination and replacement occasioned by defects in the work caused by subcontractors.

8.2 Correction of Work

8.2.1 Correction of Work Before Final Payment: The Contractor shall promptly remove from the site of the Work all materials and/or associated portions of the Work rejected by the County Contract Representative as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract, without expense to the County, and shall bear the expense of making good the work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such rejected Work and/or materials within a reasonable time, fixed by written notice, the County may remove it and may store the materials at the expense of the Contractor.

8.2.2 Should the Contractor fail to repair such defective material and/or workmanship or to make replacements within five (5) calendar days after written notice by the County, it is agreed that the County may, at its sole discretion, make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his surety.

8.3 **Changes in the Work**

8.3.1 The County Contract Representative may order extra work or make changes by altering, adding to or deducting from the Work, the Contract price being adjusted accordingly by Change Order without invalidating the Contract. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

8.3.2 The value of any extra work or change ordered under the Contract shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum.
2. By unit prices in the Contract or subsequently agreed upon prices.
3. By a fixed fee.

ARTICLE 9. SUSPENSION OR TERMINATION OF THE WORK

9.1 **Suspension of the Work for Cause; County's Right to Perform the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract, or persistently fails to carry out the Work in accordance with the Contract, the Contract Officer, after consultation with the County Contract Representative, may order the Contractor in writing to stop the Work, or any portion of the Work, until the cause for such order has been eliminated.

9.1.2 If the Contractor fails to prosecute the Work properly or fails to perform any provision of this Contract, the County may, five (5) days after written notice to the Contractor, and without prejudice to any other remedy the County may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor and its surety shall be liable to the County for such deficiency.

9.2 **Termination by the County for Cause**

9.2.1 The County, upon certification by the County Contract Representative, without prejudice to any other right or remedy of the County and after giving the Contractor seven (7) days written notice, may terminate this Contract as to all or any part of the Work for any of the following reasons:

1. If the Contractor abandons the work, or unnecessarily delays the work.
2. If the Contractor should consistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or competent subcontractor.
3. If the Contractor fails to timely make payment to subcontractor for materials or labor in accordance with the respective agreements between the Contractor and the subcontractor or as expressly set forth herein.
4. If the Contractor persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or persistently violates the conditions or covenants of this Contract.
5. If the Contractor should be adjudged bankrupt.
6. If the Contractor should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency.
7. If the Contractor is otherwise in substantial breach of a provision of the Contract as determined by the County.

- 9.2.2** Upon termination of the Contract for any of the above reasons, the County, subject to any prior rights of the surety, may:
1. Take possession of the Work and of all materials, equipment, tools, and construction equipment and machinery at the Work site or adjacent thereto belonging to the Contractor.
 2. Accept assignments of subcontracts pursuant to Subsection 5.1.8 of Article 5 of these General Conditions.
 3. Finish the Work by whatever reasonable method the County may deem expedient. In completing the Work by a new contractor or by doing the Work itself, the County may use such equipment, materials, supplies, machinery, implements, tools and plant of the Contractor in the County's possession and may make all necessary repairs and replacements thereto.
- 9.2.3** If the County terminates the Contract for one of the reasons stated in Subsection 9.2.1, the Contractor shall not be entitled to receive any further payment.
- 9.2.4** The cost of fully completing the Work provided for under any new contract shall include the sum or sums of money to be paid by the County to other Contractors, all costs of repairs and replacements of machinery, implements, tools and plant of the Contractor hereunder, and also all sums of money paid for additional management and administrative services, including but not limited to the cost of the County Contract Representative's additional services and added expenses made necessary by the termination of the Contract.
- 9.2.5** If the unpaid balance of the Contract price exceeds costs of finishing the Work, such excess may, at the County's discretion, be paid to the Contractor. If such costs exceed the unpaid balance, the County may sell all materials, supplies, machinery, implements, tools and plant of the Contractor's then on hand, at public sale, on giving the Contractor twenty (20) days notice of the time and place of such sale, and the net proceeds derived from the sale of said property shall be applied against such costs. Should the amount received from the sale be insufficient to pay such deficiency, the Contractor and its surety shall be liable to pay the amount of the deficiency.

9.3 **Suspension by the County for Convenience**

- 9.3.1** The County may, without cause, order the Contractor in writing to suspend or interrupt the Work in whole or in part for such period of time as the County may determine whenever such suspension or interruption would be in the best interest of the County.
- 9.3.2** If the County suspends the Work for convenience, an adjustment shall be made for substantiated increases in the cost of performance of the Contract, if any, including profit on the increased cost of performance, caused by suspension or interruption. No adjustment shall be made to the extent:
1. That performance is, was or would have been so suspended or interrupted by another cause for which the Contractor is responsible, or
 2. That an equitable adjustment is made or denied by the County.

9.4 **Termination by the County for Convenience**

- 9.4.1** The performance of the Work under this Contract may be terminated by the County, in whole or in part, in accordance with this clause whenever the County reasonably determines that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.
- 9.4.2** If the Contract is terminated by the County as provided herein, the Contractor shall receive compensation for any Work performed and accepted, together with profit in proportion to the Work performed and accepted. The compensation shall include payment for contractual obligations reasonably incurred prior to termination. No amount shall be allowed for anticipated profit on unperformed Work.

- 9.4.3** In the event the County terminates the Work, in whole or in part, for cause pursuant to Section 9.2 of this Article 9 and the termination is later deemed to be unjustified, then such termination shall be automatically deemed a termination for convenience and the provisions of this Section 9.4 shall apply.
- 9.4.4** Termination of the Contract or portion thereof by the County for convenience shall not relieve the Contractor of their contractual responsibilities for the Work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the Work completed.

9.5 **Contractor's Right to Terminate Contract**

9.5.1 The Contractor may terminate the Contract for any of the following reasons:

1. If the Work should be stopped under an order of any court of competent jurisdiction or other public authority for a period in excess of one (1) month through no act or fault of the Contractor or of anyone directly or indirectly employed by him.
2. If the County has failed to pay the Contractor within sixty (60) days after the date when any sum is certified for payment by the County Contract Representative, or
3. If repeated suspensions or interruptions ordered by the County pursuant to Section 9.3 total in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or two hundred and ten (210) days in any three hundred sixty-five (365) day period, whichever is less.

If one of the above reasons exists, the Contractor may, upon seven (7) additional days, written notice to the County Contract Representative, stop Work and terminate the Contract and recover payment from the County for all Work executed and accepted by the County and any loss sustained upon any plant or materials and reasonable profit and damages.

ARTICLE 10. CLAIMS AND DISPUTES

10.1 **County Contract Representative's Resolution of Claims and Disputes; Review by Procurement Director**

- 10.1.1** This Article relates to claims for additional compensation and any other differences between the parties arising under and by virtue of the Contract. Such claims are to be resolved at the earliest possible time and at the first responsible level so as to increase the possibility that such matters will be resolved without the vexation of an administrative hearing process, arbitration or litigation.
- 10.1.2** All claims, including but not limited to, claims relating to adjustments or interpretations of the Contract, payments of money, or other relief with respect to the terms of the Contract, shall be referred initially in writing to the County Contract Representative for action. The responsibility to substantiate claims shall rest with the party making the claim.
- 10.1.3** Claims by either party must be made within twenty-one (21) days after the event giving rise to the claim or within twenty-one (21) days after the claimant first becomes aware of the condition giving rise to the claim, whichever is later.
- 10.1.4** Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract.
- 10.1.5** The County Contract Representative shall, within twenty-one (21) days of receipt of a claim, do one of the following:
1. Issue a decision either rejecting or approving the claim.
 2. Suggest an equitable compromise of the claim.
 3. Provide a schedule to the parties indicating when they expect to be able to take action, which shall be within a reasonable time.
- 10.1.6** The County Contract Representative may require the submission of additional documentation from either party to facilitate a decision. In each case, the County Contract Representative will submit reasons and/or documentation supporting its action and the deadline shall be extended by the time it takes to obtain a response thereto.

- 10.1.7 The parties shall have ten (10) days from the date of the County Contract Representative's final decision rejecting or approving a claim, or suggesting a compromise, within which to accept or object to the decision. Failure of a party to accept or object to the decision in writing within such ten (10) day period shall be deemed an acceptance of the decision. If either party rejects the decision of the County Contract Representative in writing within such ten (10) day period, the matter shall be referred to the Procurement Director for de novo review.
- 10.1.8 The Procurement Director shall have sixty (60) days from receipt of a written objection by the Contractor to the County Contract Representative's final decision, or such longer period as the parties may stipulate in writing, to review the matter and issue a response in accordance with Article IX of the County of Cochise Procurement Code. During such period, the Procurement Director may require such additional documentation or testimony as deemed necessary to support his/her response.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Governing Law

11.1.1 The Contract shall be governed and construed according to the laws of the State of Arizona.

11.2 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice.

11.3 Conflict of Interest

11.3.1 The County shall also have the right to terminate this Contract pursuant to the conflict-of-interest provisions of A.R.S. Sec. 38-511 and to exercise any and all remedies provided in such statute. The County may cancel this Contract if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the County of Cochise becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract.

11.4 Notice to Proceed

- 11.4.1 It is agreed that the County Procurement Director will issue the Notice to Proceed with the Work to be performed under this Agreement within twenty (20) consecutive calendar days, or some other mutually agreed upon time period, after the date of the County's Purchase Order for this Agreement, except in job order contracts where a separate Notice to Proceed will be issued for each individual job order.
- 11.4.2 The Contractor agrees that the Work shall be prosecuted promptly, regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified.

11.5 Miscellaneous

- 11.5.1 Guarantee. The Contractor shall guarantee all work under this Agreement against defects of material and workmanship as referenced in the Scope of Work.
- 11.5.2 Assignment. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.
- 11.5.3 Contract Documents. The following listed documents constitute the Contract Documents and they are all as fully a part of this Agreement as if repeated herein:
1. This Agreement.
 2. Construction Specifications, including any and all Standard, Special, Technical and Supplementary Specifications included herein.
 3. The General Conditions of the Contract.
 4. Any and all Amendments/Change Orders.

11.5.4 Precedence. In the event of any inconsistency between any of the terms of the documents enumerated above, such inconsistency shall be resolved by giving precedent to the terms of the above documents in the order listed. Anything in these Contract Documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this Agreement shall be a part of the Agreement between the parties and shall take precedence over all of the other Contract Documents.

CONTRACTOR:

**APPROVED BY:
Cochise County
Board of Supervisors**

Authorized Signature

Ann English, Chairman
Board of Supervisors

Print Name and Title

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

ATTACHMENT B



**OFFER COVER LETTER
IFB NO. 14-27-SHF-03
SHERIFF'S RANGE HOUSE**

The undersigned, having carefully read and considered the Invitation for Bid to provide all material, labor, equipment and transportation required to construct the Firearms SHERIFF'S RANGE HOUSE in Bisbee, Arizona does hereby offer to perform such services on behalf of the County in the manner described and subject to the scope of work, design specifications, constructions plans, terms and conditions set forth in the attached submittal.

Doing business as: an individual a partnership a corporation a limited liability company (mark appropriate box), duly organized under the laws of the State of _____.

Signatory Requirements: The Cover Letter must be signed by an officer empowered to sign such material and thereby commit Bidder to the obligations contained in the IFB response. **Further, the signing and submission of a response shall indicate the intention of the Bidder to adhere to the provisions described in this IFB and a commitment to enter a binding contact.**

No Submittal shall be accepted which has not been signed in ink in the appropriate space and signed in the following manner.

- a. By an individual doing business under a firm name, shall be signed in the name of the individual doing business under the proper firm name and style.
- b. For a partnership, the offer shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign the offer, dated the same date as the bid and executed by all partners of the firm.
- c. For a corporation or limited liability company, offer shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation or limited liability company written (not typed) below the corporation name. The title of the office held by the person signing for the corporation or limited liability company shall appear below the signature of the officer.

Company, Corporation or Individual Name Date

Authorized Representative Signature Authorized Representative Signature

Typed or Printed Name & Title Typed or Printed Name & Title

PRINCIPAL OFFICE ADDRESS:

Street Address: _____

City: _____ State: _____

Telephone: _____ Fax: _____ E-Mail: _____



**OFFER COVER LETTER
IFB NO. 14-27-SHF-03
SHERIFF'S RANGE HOUSE**

By signing on the first page of the cover letter the Bidder understands, agrees, and warrants:

1. That Bidder has carefully read and fully understands the information that was provided by the County to serve as the basis for submission of this submittal
2. That Bidder has the capability to successfully undertake and complete the work and construction obligations of the IFB being submitted.
3. That all information contained in the submittal is true and correct to the best of the Bidder's knowledge.
4. That Bidder did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms or conditions of this IFB.
5. That Bidder did not receive unauthorized information from any County staff member, or Consultant during the IFB period except as provided for in the Invitation for Bids package, addenda thereto.
 1. That by submission of this submittal, the Bidder acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Bidder, and Bidder hereby grants the County permission to make said inquiries, and to provide any and all requested documentation in a timely manner.
7. That funding for any resulting contract is contingent on adequacy and availability.
 1. Prospective Bidder warrants that it is not excluded from participation in any Federal or State funded program, that it will notify County of any such exclusionary action and will indemnify County against any loss resulting from such exclusion.
9. To comply with County's insurance provisions, to provide appropriate indemnification for the County and to hold the County harmless from Bidder's performance of the contract.
 1. That Bidder certifies their understanding and compliance with Section Five (5), General Terms and Conditions, paragraph 1.0 titled Certification.

Federal Tax I.D. Number _____

Contractor's License Number: _____

Contractor's License Classification: _____

Contractor's License Expiration Date: _____

State of Arizona Transaction (Sales)
Privilege Tax License Number (if applicable) : _____

COMPANY NAME: _____

NOTE: SUBMITTALS MUST INCLUDE THIS OFFER COVER LETTER AND ALL REQUIRED ATTACHMENTS.

ATTACHMENT C

BID SUBMITTAL – IFB 14-27-SHF-03 – SHERIFF’S RANGE HOUSE

BASE BID: RANGE HOUSE				
ITEM NO.	DESCRIPTION	UNIT	QUANTIT Y	PRICE
1	Mobilization	LS	1	
2	Earthwork	LS	1	
3	Concrete	LS	1	
4	Pre-engineered Metal Building	LS	1	
5	Light Gauge Steel Framing	LS	1	
6	Miscellaneous Metals	LS	1	
7	Windows, Doors, & Hardware	LS	1	
8	Interior Wall, Floor, & Ceiling Finishes	LS	1	
9	Painting	LS	1	
10	Cabinetwork, Fixtures, & Equipment	LS	1	
11	Mechanical	LS	1	
12	Plumbing	LS	1	
13	Electrical	LS	1	
14	Miscellaneous Items Not Listed Elsewhere	LS	1	
15	Building Permit Fees Allowance		1	\$7,000.00
16	Materials Testing Services Allowance		1	\$5,000.00
BASE BID GRAND TOTAL INCLUDING ANY APPLICABLE TAXES				\$ _____

ADDITIVE ALTERNATE NO. ONE: AUTOMATIC FIRE SPRINKLER SYSTEM				
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	PRICE
1	Mobilization	LS	1	
2	Automatic Fire Sprinkler System	LS	1	
3	Extend Fire Line To Edge Of Pavement	LS	1	
ADD ALTERNATE NO. ONE GRAND TOTAL INCLUDING ANY APPLICABLE TAXES				\$ _____

Company Name

Representative Name

THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish all material, labor and equipment in compliance with all terms, conditions, specifications, drawings and amendments in the solicitation.

1.0 Indicate if a prompt payment discount is being offered of standard net payment terms. _____ % discount if paid within _____ days or net _____ days after receipt of invoice.

 Company Name

 Address, City, State

 Representative Name

 Representative Signature

ATTACHMENT D

ARIZONA STATUTORY BID BOND

PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the "Principal"), as Principal, and _____, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Cochise County, (hereinafter "Oblige"), as Oblige, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Oblige for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the SHERIFF'S RANGE HOUSE – IFB 14-27-SHF-03

NOW, THEREFORE, if the Oblige shall accept the proposal of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Oblige the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 2014.

PRINCIPAL

SURETY SEAL

By: _____
Attorney-in-Fact

Its: _____
Agency of Record

Agency Address

COCHISE COUNTY, ARIZONA

CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder for project, IFB 14-27-SHF-03 – SHERIFF’S RANGE HOUSE project, I am fully aware of the Insurance Requirements for the Contractor and that by submitting this bid proposed, assure the Owner that I am able to produce the required minimum insurance coverage should I be selected to the successful bidder.

Should I be selected to the successful bidder and then become unable to produce the insurance coverage prior to the award of the project, I understand that my bid will be rejected and that I will forfeit by bid bond.

By: _____
Signature

Date: _____

Printed Name

ATTACHMENT - F

**COCHISE COUNTY
PERFORMANCE BOND**

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of This Bond Must be 100 Percent of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto COCHISE COUNTY, in the amount of \$ _____ Dollars, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with Cochise County, dated the _____ day of _____, 2014, for the SHERIFF'S RANGE HOUSE project, IFB 14-27-SHF-03, which this Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 2014.

AGENT OF RECORD

AGENT ADDRESS

PRINCIPAL SEAL

By: _____

SURETY SEAL

By: _____

WITNESS:

By: _____

ATTACHMENT - F

**COCHISE COUNTY
LABOR AND MATERIALS BOND**

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of This Bond Must be 100 Percent of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the County of Cochise, State of Arizona (hereinafter called the Oblige), in the amount of Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Oblige, dated the _____ day of _____, 2014, for the Cochise County SHERIFF'S RANGE HOUSE project, IFB 14-27-SHF-03 which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be void, otherwise to remain in full force and effect.

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

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 2014.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

SURETY SEAL

AGENT ADDRESS

ATTEST:

By _____

**ATTACHMENT G – SAMPLE FORM
COCHISE COUNTY
WEEKLY CONSTRUCTION SCHEDULE**

PROJECT: _____

SUPERINTENDENT: _____

WEEK BEGINNING: _____

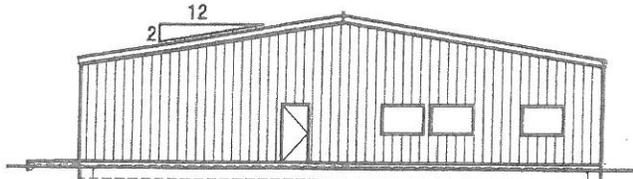
DAY	CONSTRUCTION ACTIVITY	INSPECTION NEEDED	TESTING REQUESTED	COMMENTS
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				

COMMENTS:

SIGNED: _____ **REVIEWED BY:** _____

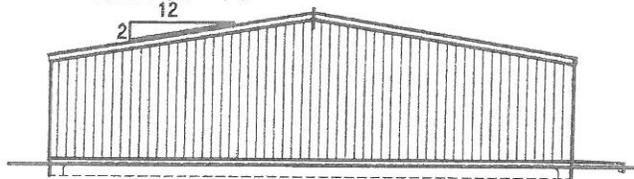
ATTACHMENT H

Copies of the Drawing and Scope/Specifications are available in full size by going to <http://hopper-ftp.com> and downloading. A separate file of the drawing is attached.



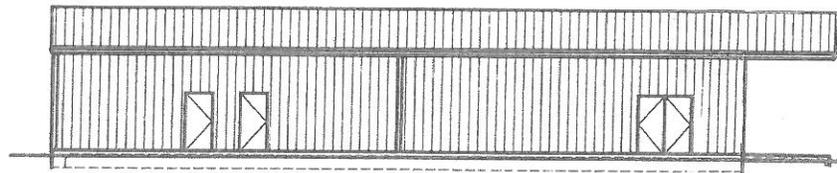
EAST ELEVATION

SCALE: 1/16" = 1'-0"



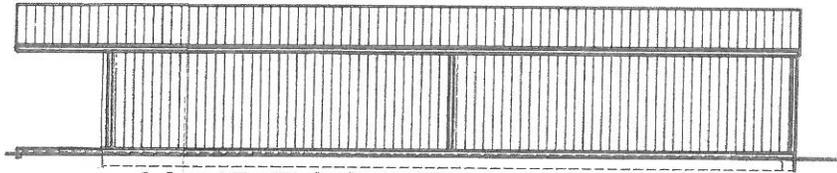
WEST ELEVATION

SCALE: 1/16" = 1'-0"



SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



NORTH ELEVATION

SCALE: 1/16" = 1'-0"

EAST ELEVATION FACES DOWN RANGE

SOUTH ELEVATION FACES THE REAR OF SHERIFF'S OFFICE BUILDING

Contractor	Base Bid	Alternate	Total
KE&G Construction	\$514,604.00	\$37,906.81	\$552,510.81
Munsey Contract & Development	\$541,422.18	\$25,459.20	\$566,881.38
Building Excellence, LLC	\$412,783.00	\$32,423.00	\$445,206.00
Lang Wyatt Construction	\$467,178.00	\$41,170.00	\$508,348.00
Canyon Building and Design	\$412,775.00	\$40,161.00	\$452,936.00
KWR Construction, Inc.	\$426,205.56	\$25,304.48	\$451,510.04
BR Construction, Inc.	\$369,993.00	\$27,755.00	\$397,748.00
D.G. Fenn Construction, Inc.	\$440,477.47	\$28,898.10	\$469,375.57

Regular Board of Supervisors Meeting

Meeting Date: 03/11/2014

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:**
Presentation

Document Signatures: # of ORIGINALS
Submitted for Signature:

NAME na **TITLE** na
of PRESENTER: **of PRESENTER:**

Mandated Function?: **Source of Mandate**
or Basis for Support?:

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

LPC Agenda

LPC Minutes



County Supervisors

A S S O C I A T I O N
o f a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE

AGENDA

February 28, 2014

Teleconference 1-866-228-9900

Access Code 326208#

[Web Link](#)

County Supervisors Association
1905 W. Washington St.
Phoenix, AZ

9:00 a.m. Call to Order ~ *President James Palmer*

- A) Governor's Budget Recommendation Report / JLBC Baseline Budget Update
- B) Transportation Update
- C) CSA Legislative Agenda
 - 1) [HB 2149 state parks; SLIF fund distribution](#) (*Borrelli*)
 - 2) [HB 2218 fire districts reorganization elections](#) (*Fann*)
 - 3) [HB 2224 sale of fireworks; counties](#) (*Fann*)
 - 4) [HB 2240 developmental disabilities; client income; retention](#) (*Brophy-McGee*)
 - 5) [HB 2320 county seals; approval of use](#) (*J. Pierce*) /
[SB 1116 county seal; board approval](#) (*McGuire*)
 - 6) [HB 2531 court-ordered evaluation services; payment](#) (*Brophy-McGee*)
 - 7) [SB 1271 county liens; abatements](#) (*Ward*)
- D) Legislative Bills for Discussion
 - 1) [HB 2418 S/E public bodies; websites; domain names](#) (*Stevens*)
 - 2) [HB 2457 mental health; veterans courts; establishment](#) (*Farnsworth*)
 - 3) [SB 1001 S/E fuel taxes; exemption; Navajo reservation](#) (*Begay*)
 - 4) [SB 1215 S/E unsubdivided land; definition](#) (*Griffin*)
 - 5) [SB 1248 jury service; lengthy trial fund](#) (*Driggs*)
 - 6) [SB 1316 financial reporting; political subdivisions](#) (*Pierce*)
- E) Next Meeting Date and Time (*Friday, March 7, at 9:00 a.m.*)
- F) Other Business
- G) Adjourn

FY15 Executive Budget Recommendations and JLBC Baseline

Governor Brewer's Fiscal Year 2015 budget calls for a \$9.4 billion spending plan that supports the priorities she outlined in her State of the State address:

- **\$45.6 million** for transitioning the newly established Cabinet-level Child Safety & Family Services Division (CSFS), formerly CPS, away from the Department of Economic Services (DES), and increasing caseworker staff levels
- **\$40 million** for K-12 performance based funding
- **\$54 million** for one-time capital projects in the Arizona Department of Administration (ADOA) building system, State Prisons, and Universities, such as fire alarms, HVAC systems, electrical, and other fire safety projects
- **\$50 million** to be deposited into the "rainy day" fund
- **Executive Directive** to keep Fiscal Year 2016 structurally balanced

Additionally the Executive's proposal includes:

- **\$31 million** to reestablish a rural county exchange program that allows rural local government to access funds to assist them in accessing federal transportation project funding (does not include MAG & PAG member governments)
- **\$21 million** to complete the remaining parity phase-in, two years ahead of schedule
- **Sales tax (TPT) Exemption** for electricity used by manufactures (impact to county revenue is unknown at this point)

JLBC Baseline generally continues FY14 funding levels into FY15 while making relevant formula adjustments.

Some of the major difference between the Governor's budget recommendations and the JLBC Baseline are revenue projections. The total difference between the Executive and JLBC amount to about \$900 million in revenue difference over the three period FY15-FY17.

<i>(Dollars in Millions)</i> <i>*Figures may not add due to rounding</i>	FY 2015		FY 2016		FY 2017	
	Exec.	JLBC	Exec.	JLBC	Exec.	JLBC
Beginning Balance	\$676.1	\$655.2	\$244.0	\$327.4	\$236.4	\$0.0
On-going Revenues	\$8,928.4	\$8,708.1	\$9,391.3	\$9,061.1	\$9,822.5	\$9,465.1
On-going Expenditures	\$9,171.7	\$9,035.9	\$9,383.9	\$9,405.8	\$9,623.3	\$9,848.0
Ending Balance¹	\$244.0	\$327.4	\$236.5	(\$17.3)	\$420.6	(\$382.9)
Structural Balance²	(\$243.3)	(\$327.8)	\$7.4	(\$344.7)	\$199.1	(\$382.9)

¹ Executive ending balance includes \$188.9 million in onetime expenditures in FY15, and \$15 million in FY16 & FY17. Neither JLBC or Executive ending balances include the effects of operating debt buyback per the terms of the 2010 \$1.5 billion financing deal. JLBC estimates this impact could be \$210 million in FY17

² Reflects the differences between on-going revenues and expenditures, does not include any "rainy day" fund deposits

Select Items and Issues Directly Related to Counties

County Specific issues	JLBC Baseline	Exec. Recommendation
HURF Funds – In FY14 the State swept \$110M above the statutory limit from HURF to fund DPS operations. In FY14 counties lost \$20.9M.	Although JLBC acknowledges the proposal to restore \$120M for FY15 & FY16, returning \$20.9M to the counties each year, JLBC continues to include the HURF to DPS sweep in the Baseline.	Notes that the HURF sweep should be considered in future fiscal years, but continues the sweep in the proposal.
Sexually Violent Persons (SVP) – In FY14 the county share of the cost was reduced by \$1.8M from the 50/50 split with state through an appropriation for the commitment of an individual confined at the Arizona Community Protection and Treatment Center (ACPTC).	Keeps a provision similar to FY14, but instead of reducing the county share by \$1.8M JLBC changed the provision requiring the county to reimburse the state from 50% to 32% .	Continues the reimbursement requirement at a 50/50 split but does not continue the (\$1.8M) reduction.
Restoration to Competency (RTC) – Starting in FY10 counties were required to pay 100% for RTC services.	Both include flexibility language allowing counties to use any source of county revenue to make the payment.	
Restoration to Competency (RTC) – Starting in FY10 counties were required to pay 100% for RTC services.	Both budgets continue the 100% cost to counties provision, and the provision allowing counties to use any source of county revenue to make the payment.	
County Lottery Revenue - The FY14 budget provided a direct appropriation of \$550,000 to the 13 smaller counties instead of fully and permanently restoring lottery revenues for all 15 counties.	Both budgets provide a direct appropriation to 13 smaller counties - \$550,000 to each.	
Flexibility Language - Allows counties under 200,000 persons to access special funds to cover general county expenses.	Both budgets continue to allow counties under 200,000 persons to access special funds to cover general county expenses.	
State Aid to Indigent Defense – Funded through a portion of penalty assessment on fines and forfeitures, these monies were used for county cases requiring a public defender. The FY14 budget allowed the AG to use \$500,000 for post-conviction relief.	Continues to allow the Attorney General to use \$500,000 from the State Aid to Indigent Defense Fund for capital post-conviction relief. No other monies in the fund are appropriated.	Increases the appropriation to the AG by \$300,000 for a total of \$800,000 . No other monies in the fund are appropriated.

NOTE: Not all impacts to counties are listed. This is a preliminary review of the major issues and the direct county impacts.

New Title

51st Legislature - 2nd Regular Session, 2014

Tuesday, Feb 25 2014 3:38 PM

Bill summaries and histories copyright 2014 Arizona Capitol Reports, L.L.C.

CSA Legislative Agenda

Bill Summaries

H2149: STATE PARKS; SLIF FUND DISTRIBUTION

Monies in the State Lake Improvement Fund must be dedicated annually for uses specified by the State Parks Board, which may include distributions to the Game and Fish Commission, and must be distributed at least annually to county boards of supervisors or municipal governing bodies, or both, to fund projects on waters where gasoline powered boats are permitted.

First sponsor: Rep. Borrelli

Others: Sen. Barto, Rep. Carter, Sen. Crandell, Rep. Fann, Rep. Gowan, Rep. Livingston, Rep. Lovas, Rep. Mesnard, Rep. Mitchell, Rep. Orr, Sen. Reagan, Sen. Shooter, Rep. Thorpe, Rep. Townsend, Sen. Ward

H2149 Daily History

Date Action

STATE PARKS; SLIF FUND DISTRIBUTION 2/12 from House agri-water with amend [#4118](#).

STATE PARKS; SLIF FUND DISTRIBUTION 1/22 referred to House agri-water, appro.

H2218: FIRE DISTRICT REORGANIZATION ELECTIONS

Various changes to statues governing elections to reorganize a fire district, including requiring any person seeking election to the governing body that would be formed or expanded upon reorganization to comply with the nomination requirements for a candidate prescribed in state statute, including filing a nomination paper and nomination petitions.

First sponsor: Rep. Fann

H2218 Daily History

Date Action

FIRE DISTRICT REORGANIZATION ELECTIONS 2/19 from House gov do pass.

FIRE DISTRICT REORGANIZATION ELECTIONS 1/22 referred to House gov.

H2224: SALE OF FIREWORKS; COUNTIES

Counties are authorized to regulate the sale and use of permissible consumer fireworks in unincorporated areas of the county when a federal or state agency implements state one fire restrictions in any portion of the county. Previously, counties were permitted to regulate the use of fireworks during times when there was a reasonable risk of wildfires in the county.

First sponsor: Rep. Fann

Others: Rep. Borrelli, Rep. Boyer, Rep. Cardenas, Rep. Coleman, Rep. Mesnard, Rep. Otondo, Rep. Peshlakai, Rep. Pratt, Rep. Saldate, Rep. Shope, Rep. Steele, Sen. Ward

H2224 Daily History

Date Action

SALE OF FIREWORKS; COUNTIES 2/19 FAILED House pub-mil-reg 2-5.

SALE OF FIREWORKS; COUNTIES 1/28 referred to House pub-mil-reg.

H2240: DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION

Increases the minimum amount of a Department of Developmental Disabilities client's income or benefits that must be retained for the client's personal use to 30 percent, from 12 percent.

First sponsor: Rep. Brophy McGee

H2240 Daily History	Date Action
DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION	2/20 from House ref-hu ser do pass.
DEVELOPMENTAL DISABILITIES; CLIENT INCOME; RETENTION	1/22 referred to House ref-hu ser.

H2320: COUNTY SEALS; APPROVAL OF USE

A person is permitted to use, display or otherwise employ a copy or other resemblance of the county seal only after obtaining approval from the county board of supervisors. The board of supervisors may grant approval to any person showing good cause for a proper purpose, and may adopt rules for the use of the county seal. Knowing violations are a class 3 (mid-level) misdemeanor.

First sponsor: Rep. J. Pierce

H2320 Daily History	Date Action
COUNTY SEALS; APPROVAL OF USE	2/25 passed House <u>59-0</u> ; ready for Senate.
COUNTY SEALS; APPROVAL OF USE	2/19 from House rules okay.
COUNTY SEALS; APPROVAL OF USE	2/18 to House consent calendar.
COUNTY SEALS; APPROVAL OF USE	2/12 from House gov do pass.
COUNTY SEALS; APPROVAL OF USE	2/11 House gov do pass; report awaited.
COUNTY SEALS; APPROVAL OF USE	1/22 referred to House gov.

H2531: COURT-ORDERED EVALUATION SERVICES; PAYMENT

If a person is eligible for federal behavioral health benefits, the cost of court ordered services provided by a county are a charge against the county in which the person resided to the extent of the nonfederal share of the cost of the service. If a person has private health insurance coverage, the person's private health insurer is considered the primary payor and the cost of court ordered services provided by a county will be a charge against the county only to the extent that the private health insurance benefits are insufficient to cover the full cost of the services.

First sponsor: Rep. Brophy McGee

Others: Sen. Begay, Sen. McComish, Sen. Pancrazi, Sen. S. Pierce, Sen. Reagan, Sen. Worsley

H2531 Daily History	Date Action
COURT-ORDERED EVALUATION SERVICES; PAYMENT	2/19 from House hel with amend #4236.
COURT-ORDERED EVALUATION SERVICES; PAYMENT	2/19 House hel amended; report awaited.
COURT-ORDERED EVALUATION SERVICES; PAYMENT	1/30 referred to House hel.

S1116: COUNTY SEAL; BOARD APPROVAL

A person is permitted to use, display or otherwise employ a copy or other resemblance of the county seal only after obtaining approval from the county board of supervisors. The board of supervisors may grant approval to any person showing good cause for a proper purpose, and may adopt rules for the use of the county seal. Knowing violations are a class 3 (mid-level) misdemeanor.

First sponsor: Sen. McGuire

Others: Rep. Alston, Sen. Burges, Rep. Cardenas, Sen. Crandell, Sen. Driggs, Sen. D. Farnsworth, Sen. Gallardo, Sen. Hobbs, Sen. Landrum Taylor, Rep. Mach, Sen. McComish, Sen. Meza, Sen. Pancrazi, Rep. Pratt, Rep. Quezada, Sen. Reagan, Sen. Ward, Sen. Worsley, Sen. Yarbrough, Sen. Yee

S1116 Daily History	Date Action
COUNTY SEAL; BOARD APPROVAL	2/25 from Senate rules okay.

COUNTY SEAL; BOARD APPROVAL 2/18 from Senate gov-env with amend [#4174](#).

COUNTY SEAL; BOARD APPROVAL 1/21 referred to Senate gov-env.

S1271: COUNTY LIENS; ABATEMENTS

The sale of a real property tax lien or foreclosure of the right to redeem does not extinguish a county lien for nuisance abatement, dangerous building abatement, or abatement or injunction of rubbish, debris or dilapidated buildings.

First sponsor: Sen. Ward

Others: Rep. Borrelli

S1271 Daily History Date Action

COUNTY LIENS; ABATEMENTS 1/30 referred to Senate gov-env.

Feb 28th LPC

Bill Summaries

H2418: LOCAL GOVERNMENT WEBSITES; DOMAIN NAMES (TECH CORRECTION; PUBLIC RECORDS)

Minor change in Title 41 (State Government) related to state finance. Apparent striker bus.

First sponsor: Rep. Stevens

H2418 Daily History	Date Action
LOCAL GOVERNMENT WEBSITES; DOMAIN NAMES	2/25 referred to Senate gov-env.
LOCAL GOVERNMENT WEBSITES; DOMAIN NAMES	2/24 passed House <u>59-0</u> ; ready for Senate.
LOCAL GOVERNMENT WEBSITES; DOMAIN NAMES	2/20 House COW approved with amend <u>#4027</u> . NOTE SHORT TITLE CHANGE.
TECH CORRECTION; PUBLIC RECORDS	2/17 from House rules okay.
TECH CORRECTION; PUBLIC RECORDS	1/30 from House tech-inf with amend <u>#4027</u> .
TECH CORRECTION; PUBLIC RECORDS	1/29 referred to House tech-inf.

H2457: MENTAL HEALTH; VETERANS COURTS; ESTABLISHMENT

The presiding judge of the superior court in each county is authorized to establish a veterans court and mental health court. The judge must establish the eligibility criteria for referral to these courts.

First sponsor: Rep. E. Farnsworth

H2457 Daily History	Date Action
MENTAL HEALTH; VETERANS COURTS; ESTABLISHMENT	2/25 passed House <u>59-0</u> ; ready for Senate.
MENTAL HEALTH; VETERANS COURTS; ESTABLISHMENT	2/19 from House rules okay.
MENTAL HEALTH; VETERANS COURTS; ESTABLISHMENT	2/18 to House consent calendar.
MENTAL HEALTH; VETERANS COURTS; ESTABLISHMENT	2/12 from House pub-mil-reg do pass.
MENTAL HEALTH; VETERANS COURTS; ESTABLISHMENT	1/30 referred to House pub-mil-reg.

S1001: TECH CORRECTION; TOBACCO TAX; TRIBES

Minor change in Title 42 (Taxation) related to Indian reservation tobacco taxes. Apparent striker bus.

First sponsor: Sen. Begay

S1001 Daily History	Date Action
TECH CORRECTION; TOBACCO TAX; TRIBES	2/18 further referred to Senate appro.
TECH CORRECTION; TOBACCO TAX; TRIBES	1/13 referred to Senate rules only.

S1215: TECH CORRECTION; REAL ESTATE DEPARTMENT

Minor change in Title 32 (Professions and Occupations) related to the Real Estate Department. Apparent striker bus.

First sponsor: Sen. Griffin

S1215 Daily History	Date Action
TECH CORRECTION; REAL ESTATE DEPARTMENT	2/25 from Senate rules okay.
TECH CORRECTION; REAL ESTATE DEPARTMENT	2/18 from Senate gov-env with amend <u>#4173</u> .
TECH CORRECTION; REAL ESTATE DEPARTMENT	2/13 further referred to Senate gov-env.
TECH CORRECTION; REAL ESTATE DEPARTMENT	1/27 referred to Senate rules only.

S1248: JURY SERVICE; LENGTHY TRIAL FUND

The Supreme Court is required to establish an additional fee on each filing, appearance and answer or response fee charged by a clerk of the superior court, to be deposited in the Arizona Lengthy Trial Fund. The fee self-repeals January 1, 2024. The list of health care professionals who may provide prospective jurors requesting to be excused for a mental or physical condition with a medical statement is expanded to include a licensed physician assistant. Extends the repeal date of statute allowing jurors to request to be excused for these conditions 10 years, to July 1, 2024. Emergency clause.

First sponsor: Sen. Driggs

Others: Rep. Forese, Sen. McComish, Sen. McGuire, Sen. Melvin, Sen. Murphy, Sen. Worsley, Sen. Yarbrough

S1248 Daily History

Date Action

JURY SERVICE; LENGTHY TRIAL FUND 1/28 referred to Senate appro.

S1316: FINANCIAL REPORTING; POLITICAL SUBDIVISIONS

Municipalities are required to file one copy of financial audit reports with the Auditor General. Municipalities, counties and community college districts are required to post financial audit reports in a prominent location on their official website. Municipalities, counties and community college districts that fail to file audits as required by law are prohibited from adopting a general fund budget in the subsequent fiscal year that exceeds the amount budgeted in the current fiscal year.

First sponsor: Sen. S. Pierce

S1316 Daily History

Date Action

FINANCIAL REPORTING; POLITICAL SUBDIVISIONS 2/25 from Senate rules okay.

FINANCIAL REPORTING; POLITICAL SUBDIVISIONS 2/24 to Senate consent calendar. Stricken from Senate consent calendar by Pierce.

FINANCIAL REPORTING; POLITICAL SUBDIVISIONS 2/18 from Senate gov-env do pass.

FINANCIAL REPORTING; POLITICAL SUBDIVISIONS 2/3 referred to Senate gov-env.

**COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE**

(Teleconference Made Available)

County Supervisors Association

1905 West Washington

Phoenix, Arizona

MINUTES

February 28, 2014

Call to Order: James Palmer 9:01 a.m.

Present in Person:
James Palmer Graham County

Present Telephonically:

Barry Weller	Apache County
Ann English	Cochise County
Matt Ryan	Coconino County
Mike Pastor	Gila County
David Gomez	Greenlee County
Gary Watson	Mohave County
Pete Rios	Pinal County
Manny Ruiz	Santa Cruz County
Tom Thurman	Yavapai County
Lenore Stuart	Yuma County

Absent: D. L. Wilson (La Paz), Mary Rose Wilcox (Maricopa), David Tenney (Navajo), Sharon Bronson (Pima)

Others present telephonically: John Marcanti, Delwin Wengert, Matt Rudig, Jacque Griffin, Kay Gale, Robert Pickels

Others present in person: Terry Cooper, Rick Bohan, Michelle Hindman, Mark Barnes, Craig Sullivan, Penny Adams, Todd Madeksza, Kristin Cipolla, Dan Bogert, Yvonne Ortega

Penny Adams called roll and a quorum was present.

Governor's Budget Recommendation Report / JLBC Baseline Budget and Transportation Update

Craig Sullivan reported CSA is continuing the effort of pressing the counties' budget priorities forward. He said the letter from the County Sheriffs Association to legislators regarding counties' priorities [sexually violent persons (SVP), lottery, and Highway User Revenue Funds (HURF)] was very well done and he thanked them and AACo for their help in facilitating that letter effort. Craig referred to an action alert sent by Dan Bogert to the counties earlier this week and urged counties to continue to communicate with lawmakers about our budget priorities. He said Dan had also contacted several counties to request they contact legislators in order to elevate the SVP issue on the priority list of legislators. Craig reported that House staff yesterday said the SVP issue was being discussed during the budget discussions.

Transportation Update

Craig Sullivan reported that the letter from the County Sheriffs Association had referenced the need for HURF resources. [House bill 2692 DPS; operating expenses; appropriation; intent](#) went through the House Transportation committee and then through the House Appropriations committee. The Maricopa Association of Governments also gave a presentation in the Senate Transportation committee this week. CSA will continue to educate legislators on the need for transportation resources.

CSA Legislative Agenda

1. [HB 2149 state parks; SLIF fund distribution](#) (*Borrelli*). Dan Bogert reported the bill passed the House Agriculture & Water committee two weeks ago and is awaiting a hearing in the House Appropriations committee.

Todd Madeksza mentioned that last week was the final week to hear bills in the house of origin so this week the legislature scheduled many Committee of the Whole (CoW) and Third Read calendars; next week should be more Third Read calendars and floor action.

2. [HB 2218 fire districts reorganization elections](#) (*Fann*). Todd noted that this technical correction bill was sent to a consent calendar.
3. [HB 2224 sale of fireworks; counties](#) (*Fann*). Todd reported this bill previously died in committee.
4. [HB 2240 developmental disabilities; client income; retention](#) (*Brophy-McGee*). Kristin Cipolla reported it passed out of its committee last week, went through Rules, and then to caucus. It is set for the CoW calendar for Monday.
5. [HB 2320 county seals; approval of use](#) (*J. Pierce*) / [SB 1116 county seal; board approval](#) (*McGuire*). Todd reported HB 2320 was transmitted to the Senate and is scheduled in committee on Monday. Senate bill 1116 is on the Senate CoW calendar.
6. [HB 2531 court-ordered evaluation services; payment](#) (*Brophy-McGee*). Kristin reported it passed out of committee last week and should be on a Rules calendar next.
7. [SB 1271 county liens; abatements](#) (*Ward*). Todd reported it was defeated and CSA is working with the bill sponsor to identify a viable vehicle.

Legislative Bills for Discussion

1. [HB 2418 S/E public bodies; websites; domain names](#). Todd reported the bill is on its way to the Senate.
2. [HB 2457 mental health; veterans courts; establishment](#). Kristin reported that this Arizona Office of the Courts bill has been transmitted to the Senate and has been assigned to the Senate Judiciary committee.
3. [SB 1001 S/E fuel taxes; exemption; Navajo reservation](#). Dan reported the bill was held in the Senate Transportation committee this week. CSA will continue to watch for the issue even though the bill is dead, because it impacts HURF and would affect counties.
4. [SB 1215 S/E unsubdivided land; definition](#). Todd stated he would like to hear from county planning and zoning personnel about this bill. Discussion was held. CSA will monitor the issue.
5. [SB 1248 jury service; lengthy trial fund](#). Kristin reported on the bill. It is an emergency measure.
6. [SB 1316 financial reporting; political subdivisions](#). Dan reported that this Arizona Tax Research Association bill was previously circulated to county managers and finance directors. A stakeholder meeting is set for next Tuesday and CSA will bring the issue back next week after the meeting.

Other Business

CSA reported on some bills not listed on the agenda. Kristin reported on [HB 2093 incapacitated persons; jurisdiction of court](#) and its companion bill, [SB 1176 change of venue; guardianship](#). The House bill passed the House and was assigned to Senate Judiciary. The Senate bill passed the Senate caucus and will probably be the version to move forward. CSA has participated in stakeholder meetings on this issue.

Todd reported on [HB 2530 county dog licensing; temporary license](#). He will speak with Senator Shooter about it. Todd reported that [HB 2436 food handler training; courses; certification](#) was amended on the House floor. A stakeholder meeting will be scheduled for next week and Todd will encourage participation from the county public health officers.

Todd reported that he and Craig met with the Prosecuting Attorneys Association on [SB 1249 dangerous and incompetent defendants; commitment](#), who indicated they did not want the counties to pay on this legislation. The bill has not yet gone to Senate Rules.

Todd reported that [HB 2013 counties; flood control districts; rules](#) was retained on the CoW calendar yesterday, because there didn't appear to be enough votes to get it passed. He thanked counties for their outreach on it. Todd noted that [HB 2069 ASRS; political subdivision entities](#) went through

CoW, but was not put on a Third Read calendar. President Jim Palmer noted that he had sent correspondence to several legislators explaining that this was bad policy.

Craig thanked CSA staff and counties for their help in supporting CSA's lobbying efforts. [SCM 1006 urging Congress; PILT program; funding](#) was passed by the legislature in an expedited basis, thanks to the efforts of Senate President Biggs, Senator Griffin and Speaker of the House Tobin, and also Secretary of State Bennett who made it a priority once it was transmitted to his office. The memorial will be provided to members of Congress this coming week while Arizona delegates are in Washington attending the NACo Legislative Conference. President Palmer wished safe travels to those going to D.C.

Next Meeting Date and Time

President Palmer reported that the next meeting of the Legislative Policy Committee will be held on Friday, March 7, at 9:00 a.m.

Adjournment

There being no further business, President Palmer adjourned the meeting at 9:46 a.m.