

# 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

**Arlathe G. Rios**  
Clerk

**AGENDA FOR REGULAR BOARD MEETING**  
**Tuesday, March 25, 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.*

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*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**

Certificates of Appreciation presented to Cochise County employee volunteers for their participation in the Neighbors Helping Neighbors (NHN) "Make Generosity Blossom...Weed Out Hunger" event held on Saturday, March 22, 2014 to collect food for local not-for-profit organizations.

## **CONSENT**

### **Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of March 11, 2014.

2. Approve the appointment of the following person as Precinct Committee person for the Republican Party of Cochise County: Precinct #28 SV Busby, Bonnie Burer.
3. Approve the appointment of the following person as Precinct Committee persons for the Democratic Party of Cochise County: Precinct #04 BI Bisbee, Pauline Marie Sherman.

### **Community Development**

4. Adopt Resolution 14-06, establishing Apache Pointe as a declared County Highway as described therein.

### **Finance**

5. Approve demands and budget amendments for operating transfers.

### **Juvenile Probation**

6. Approve the Juvenile Accountability Block Grant (JABG) award from the Arizona Governor's Office of Children Youth and Families, (GOCYF) in the amount of \$21,778 effective January 1, 2014 to December 31, 2014.

## ***ACTION***

### **Board of Supervisors**

7. Approve a letter of recommendation for John Ladd to be appointed to the Bureau of Land Management's Arizona Resource Advisory Council (RAC).

### **County Assessor**

8. Approve a contract with Harris Systems USA, Inc. authorizing continuation of data processing software services necessary for processing the annual assessment roll effective January 1, 2014 to June 30, 2015 in the amount of \$1,331,135.92 for fiscal years 2013/2014 and 2014/2015 .

### **Court Administration**

9. Approve the award of Invitation for Bids (IFB) No. 14-29-FAC-03 to Sunsites Construction for the construction of an Addition and Alteration of JP6 Courthouse in the amount of \$174,010.14.

### **Human Resources**

10. Approve the funding for the proposed schedule of benefits and rates adopted by the Cochise Combined Trust for fiscal year 2014-2015.

## ***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.

**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.

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

**"PUBLIC PROGRAMS, PERSONAL SERVICE"**

**Presentations / Special Events  
Board of Supervisors**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/25/2014

Neighbors Helping Neighbors Certificate of Appreciation Presentation

**Submitted By:** Kim Lemons, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V  
Presentation

**NAME of PRESENTER:** Ann English      **TITLE of PRESENTER:** Chairman

**ORGANIZATION NAME of PRESENTER:** na

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**Information**

**Agenda Item Text:**

Certificates of Appreciation presented to Cochise County employee volunteers for their participation in the Neighbors Helping Neighbors (NHN) "Make Generosity Blossom...Weed Out Hunger" event held on Saturday, March 22, 2014 to collect food for local not-for-profit organizations.

**Background:**

The Neighbors Helping Neighbors program was created in 2011 by Cochise County employees to supplement efforts by local not-for-profit organizations to provide food for homeless and hungry individuals in Cochise County. For 2014 Food Drive events, volunteers will be presented Certificates of Appreciation at Board meetings and Awards Ceremonies.

**To BOS Staff: Document Disposition/Follow-Up:**

Distribute certificates to any volunteers not able to attend.

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**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/25/2014

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 March 11, 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**

Warrants

Minutes

**Cochise Co. Demands 3.11.14**

77046	02/19/2014	Aqua Life	\$9.00	77123	02/20/2014	Colorado Judicial Department	\$25.75
77047	02/19/2014	AZ Water Company	\$6,130.78	77124	02/20/2014	Creative Communications Sales & Rentals, Inc.	\$4,462.44
77048	02/19/2014	AZ Water Company	\$1,058.06	77125	02/20/2014	CRF Investigations, Inc.	\$5,239.98
77049	02/19/2014	CenturyLink	\$4,117.90	77126	02/20/2014	CRM of America LLC	\$8,592.89
77050	02/19/2014	CenturyLink	\$4,876.61	77127	02/20/2014	CRM of America LLC	\$978.02
77051	02/19/2014	CenturyLink	\$99.29	77128	02/20/2014	Crowell, Pat	\$6.72
77052	02/19/2014	CenturyLink	\$64.36	77129	02/20/2014	CSIPM	\$275.00
77053	02/19/2014	Cochise County Farmers Association	\$2,865.77	77130	02/20/2014	Demco Inc.	\$233.41
77054	02/19/2014	Culligan of Tucson	\$121.74	77131	02/20/2014	Deneke, Buffy	\$971.60
77055	02/19/2014	Glock Inc	\$60,065.28	77132	02/20/2014	Diehl, Helene Joyce	\$63.00
77056	02/19/2014	Robertson, Bonita Shirley	\$1,500.00	77133	02/20/2014	DiRoberto, Joseph	\$1,661.80
77057	02/19/2014	Southwest Gas Corporation	\$18,363.24	77134	02/20/2014	Douglas, City of (Ambulance)	\$962.92
77058	02/19/2014	Sprint	\$71.20	77135	02/20/2014	Empire Southwest LLC	\$1,040.42
77059	02/19/2014	Sulphur Springs Valley Elec Coop, Inc.	\$9,942.11	77136	02/20/2014	Evidence Solutions, Inc.	\$6,920.00
77060	02/19/2014	Sulphur Springs Valley Elec Coop, Inc.	\$1,251.12	77137	02/20/2014	Federal Express Corporation	\$46.16
77061	02/19/2014	Sulphur Springs Valley Elec Coop, Inc.	\$1,392.20	77138	02/20/2014	Garden Canyon Revocery, Alan's Towing, AA Eagle	\$580.00
77062	02/19/2014	Verizon Wireless	\$390.85	77139	02/20/2014	Granite Construction Company	\$779.11
77063	02/19/2014	Willcox Chamber/Comm & Agricu.	\$20,000.00	77140	02/20/2014	Granite Construction Company	\$1,981.87
77064	02/19/2014	Choate, Miles Roger	\$10.00	77141	02/20/2014	Hamilton, Linda T.	\$745.00
77065	02/19/2014	Thompson, Bruce	\$44.08	77142	02/20/2014	Insight Public Sector	\$1,796.70
77066	02/19/2014	Traywick, Catherine L	\$5.00	77143	02/20/2014	Inter-State Investigative Services, Inc.	\$478.50
77067	02/19/2014	Traywick, Catherine L	\$3,482.31	77144	02/20/2014	IronHawk Elevator LLC	\$750.00
77068	02/19/2014	CitiFinancial-Chandler	\$35.61	77145	02/20/2014	Jensen's Sierra Vista Mortuary	\$500.00
77069	02/19/2014	Cochise County/Sheakley/National Bank	\$3,307.98	77146	02/20/2014	JJ Keller & Associates, Inc.	\$1,159.48
77070	02/19/2014	Colonial Supplemental Insurance	\$11.50	77147	02/20/2014	Keefe Supply Company	\$1,118.41
77071	02/19/2014	Correction Officers	\$287.61	77148	02/20/2014	Klein, Jody	\$80.00
77072	02/19/2014	DCS	\$359.65	77149	02/20/2014	Law by George, PLLC	\$400.00
77073	02/19/2014	General Revenue Corporation	\$128.85	77150	02/20/2014	Levitt, Harriette P.	\$1,275.00
77074	02/19/2014	GMAC, c/o Jennifer A. Christie	\$20.72	77151	02/20/2014	Lowell A. Jensen, PLC	\$400.00
77075	02/19/2014	Gurstel Chargo PA	\$224.15	77152	02/20/2014	Mark D. Cunningham, Ph.D	\$3,943.28
77076	02/19/2014	NACO West	\$23,735.39	77153	02/20/2014	McGowan, Mark J.	\$8,200.00
77077	02/19/2014	NYS Child Support Processing Center	\$49.00	77154	02/20/2014	Med-Trans Corp.	\$8,408.78
77078	02/19/2014	Pre-paid Legal Services, Inc. dba LegalShield	\$1,696.95	77155	02/20/2014	Merle's Automotive Supply, Inc.	\$1,107.71
77079	02/19/2014	Public Safety Retirement Syst	\$367.01	77156	02/20/2014	National Audubon Society	\$5,000.00
77080	02/19/2014	Public Safety Retirement Syst	\$1,231.94	77157	02/20/2014	National Sheriff's Association	\$160.00
77081	02/19/2014	Support Payment Clearinghouse	\$5,737.74	77158	02/20/2014	Newport 653 Graphic Design	\$50.00
77082	02/19/2014	TIAA-CREF as agent for JPMorgan Chase	\$3,820.00	77159	02/20/2014	Nyander, Penny Sue	\$176.40
77083	02/19/2014	U.S. Department of Education	\$160.79	77160	02/20/2014	Office Max	\$693.04
77084	02/19/2014	United Way	\$80.00	77161	02/20/2014	Office of Vital Records	\$4,920.00
77085	02/20/2014	AAA Living Magazine	\$2,874.09	77162	02/20/2014	Office Smart	\$1,064.57
77086	02/20/2014	ABC Mobile Movers	\$120.00	77163	02/20/2014	Office Smart	\$1,608.45
77087	02/20/2014	Amy Phenix, Ph.D., Inc.	\$1,250.00	77164	02/20/2014	PC Scale Tower	\$461.25
77088	02/20/2014	AZ Association of Economic Development	\$273.00	77165	02/20/2014	ProForce Law Enforcement	\$1,419.09
77089	02/20/2014	AZ Department of Corrections - Douglas	\$55.25	77166	02/20/2014	Prudential Overall Supply	\$298.61
77090	02/20/2014	AZ Department of Corrections - Douglas	\$48.00	77167	02/20/2014	Prudential Overall Supply	\$138.73
77091	02/20/2014	AZ Department of Corrections - Douglas	\$477.00	77168	02/20/2014	Purcell's Western State Tire Company	\$7,472.26
77092	02/20/2014	AZ Department of Corrections - Douglas	\$1,298.75	77169	02/20/2014	Quill Corporation	\$58.72
77093	02/20/2014	AZ Department of Corrections - Douglas	\$604.00	77170	02/20/2014	Recorded Books, LLC	\$794.38
77094	02/20/2014	AZ Department of Corrections - Douglas	\$72.25	77171	02/20/2014	Reed, Cynthia - Court Reporter	\$66.50
77095	02/20/2014	AZ Department of Corrections - Douglas	\$28.00	77172	02/20/2014	Robert J. Zohlmann, Esq.	\$1,820.00
77096	02/20/2014	AZ Department of Corrections ASPC-Tucson	\$144.00	77173	02/20/2014	Robertson, Bonita Shirley	\$363.00
77097	02/20/2014	AZ Range News	\$89.40	77174	02/20/2014	Rothrock Investigations	\$2,602.92
77098	02/20/2014	AZ Range News	\$10.94	77175	02/20/2014	San Pedro Valley News-Sun	\$161.44
77099	02/20/2014	AZ State Land Department	\$1,028.97	77176	02/20/2014	Schlesinger, Aaron	\$24.00
77100	02/20/2014	AZ State Prison Complex - Fort Grant	\$73.71	77177	02/20/2014	Senergy Petroleum LLC	\$25,679.49
77101	02/20/2014	AZ State Prison Complex - Fort Grant	\$200.00	77178	02/20/2014	Senergy Petroleum LLC	\$5,824.33
77102	02/20/2014	AZ State Prison Complex - Fort Grant	\$275.00	77179	02/20/2014	Sierra Vista Herald/Bisbee Daily Review	\$136.99
77103	02/20/2014	AZ State Prison Complex - Fort Grant	\$383.59	77180	02/20/2014	Sierra Vista, City of	\$3,931.73
77104	02/20/2014	AZ State Prison Complex - Fort Grant	\$2,588.80	77181	02/20/2014	Simmons, Sylvia	\$330.00
77105	02/20/2014	AZ State Treasurer	\$1,806.58	77182	02/20/2014	Southern AZ Law Enforcement Mgmt-SALEM	\$100.00
77106	02/20/2014	Audio Editions	\$171.09	77183	02/20/2014	Sparkletts	\$11.84
77107	02/20/2014	Axle Transmission Inc.	\$2,874.98	77184	02/20/2014	Sparkletts	\$37.16
77108	02/20/2014	B&S Supply Co, Inc	\$978.18	77185	02/20/2014	Sparkletts	\$26.91
77109	02/20/2014	Baird, Leslie A, CR	\$254.80	77186	02/20/2014	Sparkletts	\$26.91
77110	02/20/2014	Banning Creek Enterprises, LLC	\$4,740.80	77187	02/20/2014	Sparkletts	\$32.25
77111	02/20/2014	Bisbee Observer	\$338.52	77188	02/20/2014	Specialized Office Systems	\$271.90
77112	02/20/2014	Bourke, Nancy	\$2,060.13	77189	02/20/2014	Staples	\$1,449.72
77113	02/20/2014	Bradley R. Johnson, MD, PLLC	\$1,500.00	77190	02/20/2014	Streitfeld, Stephen V. MD PC	\$650.00
77114	02/20/2014	Casa De Los Ninos Inc.	\$123.75	77191	02/20/2014	Sulphur Springs Valley Elec Coop, Inc.	\$996.65
77115	02/20/2014	CDW Government	\$2,461.52	77192	02/20/2014	Thomson West	\$1,846.00
77116	02/20/2014	CEMEX Construction Materials South, LLC	\$1,867.65	77193	02/20/2014	Titan Machinery Inc.	\$73.43
77117	02/20/2014	Center Point Large Print	\$42.54	77194	02/20/2014	Truck and Trailer Parts	\$600.24
77118	02/20/2014	CenturyLink	\$99.24	77195	02/20/2014	UniFirst Corporation	\$161.26
77119	02/20/2014	CenturyLink	\$725.04	77196	02/20/2014	UniFirst Corporation	\$161.26
77120	02/20/2014	Cochise Auto Parts, Inc.	\$862.85	77197	02/20/2014	United Fire Equipment Co	\$2,620.00
77121	02/20/2014	Cochise Floor Covering	\$3,097.07	77198	02/20/2014	University Physicians Healthcare, Inc.	\$2,000.00
77122	02/20/2014	Cochise Private Industry Council, Inc.	\$61,211.00				

77199	02/20/2014	Valenzuela, Victor	\$100.00	77277	02/27/2014	Diehl, Helene Joyce	\$207.20
77200	02/20/2014	Valley Telephone Cooperative, Inc.	\$55.89	77278	02/27/2014	Emily Lorna Danies, Esq.	\$1,065.00
77201	02/20/2014	Valley Telephone Cooperative, Inc.	\$190.47	77279	02/27/2014	FasPsych, LLC	\$2,340.00
77202	02/20/2014	VCA Apache Animal Hospital	\$79.64	77280	02/27/2014	Federal Express Corporation	\$28.27
77203	02/20/2014	Verizon Wireless	\$253.61	77281	02/27/2014	Hancock, Charles	\$143.92
77204	02/20/2014	Watson Chevrolet	\$952.33	77282	02/27/2014	HOV Services/Lason Systems	\$201.66
77205	02/20/2014	West Press	\$28.00	77283	02/27/2014	Hughes, Wendell M.	\$5,380.00
77206	02/20/2014	Westlawn Chapel & Mortuary	\$713.00	77284	02/27/2014	Interstate Battery	\$1,025.91
77207	02/20/2014	Willcox Auto Parts Inc.	\$685.48	77285	02/27/2014	JE Fuller/Hydrology & Geomorphology, Inc.	\$1,975.73
77208	02/20/2014	Willcox Auto Parts Inc.	\$352.69	77286	02/27/2014	JE Fuller/Hydrology & Geomorphology, Inc.	\$2,290.11
77209	02/20/2014	WR Ryan Company	\$955.09	77287	02/27/2014	JE Fuller/Hydrology & Geomorphology, Inc.	\$36,409.82
77210	02/20/2014	Housing Authority of Cochise County	\$723.73	77288	02/27/2014	John William Lovell, PC	\$3,806.86
77211	02/20/2014	Selking, Paige	\$50.00	77289	02/27/2014	Kelly, Peter A.	\$7,351.08
77212	02/20/2014	Simmons, Frances Fitzhugh	\$100.00	77290	02/27/2014	Kolinofsky, Andrew J.	\$100.00
77213	02/20/2014	Tombstone Unified School District #01	\$1,478.90	77291	02/27/2014	Law Office of Daniel DeRienzo PLLC	\$3,425.00
77214	02/20/2014	Acuna, Gloria	\$318.08	77292	02/27/2014	Law Offices of Joseph Mendoza PLLC	\$3,880.25
77215	02/20/2014	Arndt, Susan	\$55.56	77293	02/27/2014	Legend Technical Services, Inc.	\$89.00
77216	02/20/2014	Collins, Linda	\$61.80	77294	02/27/2014	Little Caesars	\$32.78
77217	02/20/2014	Enriquez, Karen	\$14.48	77295	02/27/2014	Madden Preprint Media	\$317.00
77218	02/20/2014	Godfrey, Marilyn	\$272.16	77296	02/27/2014	Madden Preprint Media	\$2,475.00
77219	02/20/2014	Ortega, Michael J.	\$96.00	77297	02/27/2014	Marilyn & Henry Dillman	\$100.00
77220	02/20/2014	Roland, Bradley	\$37.00	77298	02/27/2014	Merle's Automotive Supply, Inc.	\$842.52
77221	02/20/2014	Salcido, Jennifer	\$44.00	77299	02/27/2014	Natale, Gail Gianasi	\$175.00
77222	02/20/2014	Scull, Delcy G	\$68.00	77300	02/27/2014	Newport 653 Graphic Design	\$575.00
77223	02/20/2014	Thomas, Karen	\$17.00	77301	02/27/2014	Nina L. Caples, P.C.	\$283.60
77224	02/25/2014	AOC Corrections Officer Retire	\$17,778.22	77302	02/27/2014	Norwood Equipment Inc.	\$2,066.19
77225	02/25/2014	Correction Officers	\$16,074.24	77303	02/27/2014	Nyander, Penny Sue	\$326.10
77226	02/25/2014	Public Safety Retirement Syst	\$80,073.07	77304	02/27/2014	Parr, Aaron	\$11.20
77227	02/25/2014	Public Safety Retirement Syst	\$22,262.56	77305	02/27/2014	ProForce Law Enforcement	\$57,397.17
77228	02/26/2014	CenturyLink	\$33.08	77306	02/27/2014	Prudential Overall Supply	\$130.04
77229	02/26/2014	AZ Public Service (APS)	\$2,921.48	77307	02/27/2014	Prudential Overall Supply	\$34.61
77230	02/26/2014	AZ Public Service (APS)	\$1,806.01	77308	02/27/2014	Purcell's Western State Tire Company	\$770.98
77231	02/26/2014	Benson, City of	\$453.54	77309	02/27/2014	Recorded Books, LLC	\$1,372.57
77232	02/26/2014	CenturyLink	\$2,269.79	77310	02/27/2014	Roberts, Michael and Karen	\$64.28
77233	02/26/2014	CenturyLink	\$132.35	77311	02/27/2014	Robertson, Bonita Shirley	\$318.50
77234	02/26/2014	Clear Springs Utility, Inc.	\$67.64	77312	02/27/2014	RWC International, LTD	\$4,360.63
77235	02/26/2014	Pueblo del Sol Water Company	\$181.12	77313	02/27/2014	Ryan, William F	\$105.28
77236	02/26/2014	Southwest Gas Corporation	\$265.37	77314	02/27/2014	Schlesinger, Aaron	\$420.00
77237	02/26/2014	Staples	\$1,005.53	77315	02/27/2014	Scott Rumel Architect	\$650.78
77238	02/26/2014	Sulphur Springs Valley Elec Coop, Inc.	\$3,158.92	77316	02/27/2014	Senergy Petroleum LLC	\$13,400.57
77239	02/26/2014	Sulphur Springs Valley Elec Coop, Inc.	\$703.05	77317	02/27/2014	Senergy Petroleum LLC	\$14,134.38
77240	02/26/2014	Sulphur Springs Valley Elec Coop, Inc.	\$724.68	77318	02/27/2014	Sheakley Pension Administration Inc.	\$823.75
77241	02/26/2014	SunE Solar XIV, LLC	\$13,253.29	77319	02/27/2014	SHI International Corp.	\$1,156.49
77242	02/26/2014	Valley Telephone Cooperative, Inc.	\$451.59	77320	02/27/2014	Sierra OB GYN	\$117.32
77243	02/26/2014	Valley Telephone Cooperative, Inc.	\$1,182.07	77321	02/27/2014	Sierra Vista Herald/Bisbee Daily Review	\$282.29
77244	02/27/2014	A Check America	\$57.50	77322	02/27/2014	Sierra Vista Herald/Bisbee Daily Review	\$540.99
77245	02/27/2014	Adele Drumlevitch, Attorney-At-Law	\$5,440.00	77323	02/27/2014	Sierra Vista Regional Health Center	\$196.79
77246	02/27/2014	AZ Counties Insurance Pool	\$42,001.36	77324	02/27/2014	Sierra Vista, City of	\$18,849.24
77247	02/27/2014	AZ Department of Corrections - Douglas	\$87.75	77325	02/27/2014	Sierra Vista, City of	\$17,408.58
77248	02/27/2014	AZ Department of Corrections - Douglas	\$870.91	77326	02/27/2014	Southern AZ Legal Aid, Inc. (SALA)	\$250.00
77249	02/27/2014	AZ Juvenile Detention Admin Association	\$50.00	77327	02/27/2014	Sparkletts	\$47.34
77250	02/27/2014	AZ Range News	\$141.86	77328	02/27/2014	Staples	\$132.52
77251	02/27/2014	AZ Supreme Court	\$628.00	77329	02/27/2014	Stericycle Inc.	\$648.96
77252	02/27/2014	AZ Transit Association	\$1,500.00	77330	02/27/2014	Thomson West	\$7,137.95
77253	02/27/2014	Axle Transmission Inc.	\$3,230.09	77331	02/27/2014	True West Publishing, Inc	\$1,282.50
77254	02/27/2014	Baird, Leslie A, CR	\$305.20	77332	02/27/2014	University Physicians Healthcare, Inc.	\$875.00
77255	02/27/2014	Baker & Taylor, Inc.	\$1,419.64	77333	02/27/2014	University Physicians Healthcare, Inc.	\$311.00
77256	02/27/2014	Banning Creek Enterprises, LLC	\$5,293.98	77334	02/27/2014	Valley Security Service, Inc.	\$160.00
77257	02/27/2014	Bisbee Towing	\$100.00	77335	02/27/2014	Valley Telephone Cooperative, Inc.	\$104.57
77258	02/27/2014	Bisbee, City of (Ambulance)	\$3,101.97	77336	02/27/2014	Verizon Wireless	\$184.47
77259	02/27/2014	Bruce's Lock Shop	\$395.00	77337	02/27/2014	Versatile Information Products, Inc	\$8,576.08
77260	02/27/2014	Budget Blinds	\$2,181.72	77338	02/27/2014	Watkins, Nathan	\$18.20
77261	02/27/2014	Cardinal Health Inc.	\$839.46	77339	02/27/2014	Watson Chevrolet	\$208.29
77262	02/27/2014	Casa De Los Ninos Inc.	\$125.00	77340	02/27/2014	West Press	\$2,781.98
77263	02/27/2014	CEMEX Construction Materials South, LLC	\$6,119.89	77341	02/27/2014	Western Bank	\$97.17
77264	02/27/2014	CEMEX Construction Materials South, LLC	\$991.51	77342	02/27/2014	Willcox Auto Parts Inc.	\$265.61
77265	02/27/2014	Center for Disease Detection, LLC	\$795.00	77343	02/27/2014	Willcox Auto Parts Inc.	\$28.93
77266	02/27/2014	CenturyLink	\$66.16	77344	02/27/2014	Wingfield, Robert E.	\$100.00
77267	02/27/2014	CenturyLink	\$69.11	77345	02/27/2014	Wood, Amanda M.	\$225.00
77268	02/27/2014	CenturyLink	\$32.18	77346	02/27/2014	AZ Secretary of State	\$43.00
77269	02/27/2014	CenturyLink	\$32.88	77347	02/27/2014	Borquez, Carlos	\$10.00
77270	02/27/2014	Copper Queen Community Hospital	\$350.00	77348	02/27/2014	Bruner, Fred	\$5.04
77271	02/27/2014	Cottingham, Ed	\$44.24	77349	02/27/2014	Buttner, Bill	\$23.00
77272	02/27/2014	Courtesy Chevrolet / GMAC	\$309,339.60	77350	02/27/2014	Casteel, Joann	\$5.04
77273	02/27/2014	Crafco, Inc.	\$31,125.11	77351	02/27/2014	Cochise County Finance Revolving Fund	\$320.00
77274	02/27/2014	Culligan of Tucson	\$106.75	77352	02/27/2014	Grijalva Vargas, Jorge V.	\$100.00
77275	02/27/2014	Dell Marketing LP	\$22,695.53	77353	02/27/2014	Houston, Bruce	\$460.00
77276	02/27/2014	Deneke, Buffy	\$900.00	77354	02/27/2014	Lindsay, Laura	\$1.61

77355	02/27/2014	Marshall, Kimberly	\$15.98
77356	02/27/2014	Martinez, Anamaria	\$100.00
77357	02/27/2014	Micholason, Ron	\$84.03
77358	02/27/2014	Munsey, Leslie	\$261.17
77359	02/27/2014	Reed, Elizabeth	\$5.04
77360	02/27/2014	Reynolds, Warren or Donna	\$5.04
77361	02/27/2014	Rocha, Mario F.	\$5.05
77362	02/27/2014	Thompson, Linda	\$16.81
77363	02/27/2014	Thomson West	\$182.69
77364	02/27/2014	Topgun Reconstruction	\$1,462.50
77365	02/27/2014	Troup, Benna	\$23.47
77366	02/27/2014	University Physicians Healthcare, Inc.	\$125.00
77367	02/27/2014	Welch Pilgrim, Joy M.	\$16.81
77368	02/27/2014	Barnard, Helen	\$39.26
77369	02/27/2014	Brauchla, Gary	\$65.18
77370	02/27/2014	Cervantes, Tim	\$18.82
77371	02/27/2014	Edie, Patricia	\$41.10
77372	02/27/2014	Haight, Raymond	\$44.00
77373	02/27/2014	Hill, Barbara	\$16.24
77374	02/27/2014	Lynch, Jim	\$26.10
77375	02/27/2014	Martzke, James	\$69.89
77376	02/27/2014	Miller, Carmen	\$49.50
77377	02/27/2014	Nichols, Linda I	\$56.00
77378	02/27/2014	Oertel, Brian	\$20.72
77379	02/27/2014	Pones, Rochelle	\$135.14
77380	02/27/2014	Thomas, Yolanda	\$322.03
77381	02/27/2014	Wales, Shawn	\$25.31
77382	02/27/2014	Weissler, Liza Y.	\$21.73
77383	03/03/2014	Ortega, Michael J.	\$1,197.84
77384	03/04/2014	CitiFinancial-Chandler	\$35.61
77385	03/04/2014	Cochise County/Sheakley/National Bank	\$3,307.98
77386	03/04/2014	Colonial Supplemental Insurance	\$11.50
77387	03/04/2014	Correction Officers	\$287.61
77388	03/04/2014	DCS	\$359.65
77389	03/04/2014	General Revenue Corporation	\$128.85
77390	03/04/2014	GMAC, c/o Jennifer A. Christie	\$20.72
77391	03/04/2014	Gurstel Chargo PA	\$224.14
77392	03/04/2014	NACO West	\$23,695.39
77393	03/04/2014	NYS Child Support Processing Center	\$49.00
77394	03/04/2014	Pre-paid Legal Services, Inc. dba LegalShield	\$1,676.02
77395	03/04/2014	Public Safety Retirement Syst	\$338.77
77396	03/04/2014	Public Safety Retirement Syst	\$1,231.94
77397	03/04/2014	Support Payment Clearinghouse	\$5,737.74
77398	03/04/2014	TIAA-CREF as agent for JPMorgan Chase	\$3,795.00
77399	03/04/2014	U.S. Department of Education	\$160.79
77400	03/04/2014	United Way	\$80.00

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING HELD ON  
Tuesday, March 11, 2014**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, March 11, 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; Jim Vlahovich, Deputy County Administrator;  
Present: Britt W. Hanson, Chief Civil Deputy County Attorney; Arlethe G. Rios, Clerk of the Board

Chairman English called the meeting to order at 10:09 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 the call to the public.

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

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.*

***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.

Chairman English and Supervisor Call presented several Vietnam Veterans and/or family members with a copy of the Presidential Proclamation and a commemorative button. The Board thanked all for their attendance in honoring the service of those who were involved in the Vietnam War and invited them to a reception held in their honor after the Board meeting.

***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.

Warrants Nos. 77228-77383, 77401-77422, 77428-77605 were issued in the amount of \$1,437,286.39.

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. The voided warrants are listed below:

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	Verna Hacker	6.72
100	Armando Ortiz	42.01
100	Verna Hacker	15.97
100	Entrust Az Retirement Plan %10784	44.69
154	Presidio Counseling, Inc.	123.75
211	Marsha Callahan-English	405.35
600	Willcox Auto Parts, Inc	45.08

Issued warrants are listed as an attachment at the end of the minutes

## **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.

Vice-Chairman Searle moved to approve items 1-9 on the Consent Agenda. Supervisor Call seconded the motion and it carried unanimously.

## ***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.

Ms. Arlethe Rios, Clerk of the Board presented this item. Ms. Rios said the Sheriff's Office and Planning and Zoning Department have recommended approval and the Environmental Health Division noted that the establishment meets all the requirements set forth by the Arizona Food Code; the Treasurer's Office has noted that all property taxes are not current. The applicant has paid the \$100 processing fee; the Board staff recommended approval.

Chairman English opened the public hearing.

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

Supervisor Call made a motion to 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. Vice-Chairman Searle seconded the motion.

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

## ***ACTION***

### **County Sheriff**

11. 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.

Vice-Chairman Searle moved to 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. Supervisor Call seconded the motion.

Mr. Terry Rutan, Interim Procurement Director, presented this item on behalf of the Sheriff's Office. He gave the background of the bid and said that out of eight bids B-R Construction had been chosen because it was the lowest bid. Mr. Rutan also noted that it would take approximately 120 days to complete the project.

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

## ***STATE & FEDERAL LEGISLATION***

12. 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 SB1483, bill about Cochise County going to a five member board, and said that there had not been any recent discussion, but citizens seemed to be concerned about the extra cost associated with it.

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

Mr. Jim Vlahovich, Deputy County Administrator, deferred the report.

***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 said that she would be attending the Mayor/Managers luncheon on Thursday in Benson.

**Report by District 3 Supervisor, Richard Searle**

Vice-Chairman Searle stated he would also be attending the luncheon in Benson.

9.

Chairman English adjourned the meeting at 10:34 a.m.

APPROVED:

---

Ann English, Chairman

ATTEST:

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Arlthe G. Rios, Clerk of the Board

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/25/2014

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 #28 SV Busby, Bonnie Burer.

**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**

Verification

PRECINCT COMMITTEEMEN VERIFICATION FORM  
3/6/2014

LAST NAME	FIRST NAME	MIDDLE NAME	ADDRESS/PO BOX	PARTY	PRECINCT	# PC NEEDED	CURRENT # OF PC	APPROVE	DO NOT APPROVE	DATE	INITIALS
BURER	BONNIE		516 CAMELOT DR SIERRA VISTA, AZ 85635	REP	#28 SV BUSBY	6	0	X		3/6/2014	MLR



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

March 4, 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:

Bonnie Burer  
516 Camelot Drive  
Sierra Vista, AZ 85635

Precinct # 28 Busby

Regards,

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

*3-6-14  
mark*

RECEIVED  
COCHISE COUNTY  
BOARD OF SUPERVISORS  
2014 MAR - 5 P 1: 08

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 03/25/2014

Democrat 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 persons for the Democratic Party of Cochise County: Precinct #04 BI Bisbee, Pauline Marie Sherman.

Background:

Requested by the Cochise County Democratic 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 Cochise County Republican and Democrat Parties.

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 Verification

PRECINCT COMMITTEEPERSON VERIFICATION FORM

LAST NAME	FIRST NAME	MIDDLE NAME	ADDRESS/PO BOX	PARTY	PRECINCT	# PC NEEDED	CURRENT # OF PC	APPROVE	DO NOT APPROVE	DATE	INITIALS
Sherman	Pauline	Marie	412 Garden Ave PO Box 718 Bisbee, AZ 85603	Dem	#04 BI BISBEE	8	7	X		3/14/2014	MLR



Cochise County Democratic Committee  
P.O. Box 3233  
Sierra Vista, AZ 85636  
March 13, 2014

Cochise County Supervisors and Cochise County Elections Department  
1415 Melody Lane, Building A  
Bisbee, AZ 85603

Request that you appoint Pauline M. Sherman, 412 Garden Ave., Bisbee, AZ 85603, Precinct BI Bisbee, as a Precinct Committee Member with the Cochise County Democratic Committee at your earliest convenience.

Respectfully,

*P. V. Fleming*

Patricia V. Fleming  
Chair, Cochise County Democratic Committee  
H: (520) 378-4386  
Email: [pvfleming@cox.net](mailto:pvfleming@cox.net)

Cc: Cochise County Recorder

3-14-2014  
P. V. Fleming

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/25/2014  
 Apache Pointe Declaration II  
**Submitted By:** Rorri Perez, Community Development  
**Department:** Community Development  
**Presentation:** PowerPoint  
**Document Signatures:** BOS Signature Required

**Division:** Highways  
**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 1

**NAME of PRESENTER:** Karen Riggs  
**Mandated Function?:** Federal or State Mandate

**TITLE of PRESENTER:** Director  
**Source of Mandate or Basis for Support?:** ARS28-6701 thru 28-6703

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Adopt Resolution 14-06, establishing Apache Pointe as a declared County Highway as described therein.

**Background:**

Per the approved 13/14 work plan, Apache Pointe Road will be upgraded to a chip seal surface. The project is to upgrade the native soil surface to a double bituminous surface treatment, commonly called a double chip seal placed by the County Highway Department. A 2" thick layer of asphaltic concrete would cost the residents almost 4 times as much as a chip seal. The surface treatment will be 20 feet wide. The traffic volume has been estimated to be less than 250 vehicles per day. The road is functionally classified as a very low volume Rural Minor Access Road. Due to the residential area, the speed limit is 25 mph. Adequate right-of-way is in place for the entire project at a width of 60 feet.

**Department's Next Steps (if approved):**

Once legally established as a Declared County Highway the improvements to the road will remain on schedule.

**Impact of NOT Approving/Alternatives:**

That portion of Apache Pointe Road will not be established as a Declared County Highway and upgrading this road segment to a chip sealed surface will be in conflict with state statutes.

**To BOS Staff: Document Disposition/Follow-Up:**

Please add the Resolution number to the Resolution and the Resolution Map. Also please return a copy of the recorded documents to H&F, attn: Pam Hudgins.

**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 Year:**

**One-time Fixed Costs? (\$\$\$):** 65,300

**Ongoing Costs? (\$\$\$):**

**County Match Required? (\$\$\$):**

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**

**Source of Funding?:**

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

Approved expenditure by the Board of Supervisors for 13/14 work plan with a budget of approximately \$135,300 with \$70,000 having been received as the residents share.

---

**Attachments**

- [Executive Summary](#)
  - [Map for Executive Summary](#)
  - [Resolution](#)
  - [Location Map](#)
  - [Powerpoint](#)
-



## COCHISE COUNTY

# COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

**DATE:** March 12, 2014

**TO:** Board of Supervisors

**THRU:** Karen Riggs, County Engineer

**FROM:** Pam Hudgins, Right-of-Way Agent II

**SUBJECT: Resolution 14 \_\_\_ Apache Pointe Declaration, a Public and Private Partnership**

**Recommendation:** This department recommends that the accompanying resolution be adopted establishing Apache Pointe Road as a declared County Highway.

**Background (Brief):** Per the approved 13/14 work plan, Apache Pointe Road will be upgraded to a chip seal surface. The project is to upgrade the native soil surface to a double bituminous surface treatment, commonly called a double chip seal placed by the County Highway Department. A 2" thick layer of asphaltic concrete would cost the residents almost 4 times as much as a chip seal. The surface treatment will be 20 feet wide. The traffic volume has been estimated to be less than 250 vehicles per day. The road is functionally classified as a very low volume Rural Minor Access Road. Due to the residential area, the speed limit is 25 mph.

Adequate right-of-way is in place for the entire project at a width of 60 feet.

**Fiscal Impact & Funding Sources:** Approved expenditure by the Board of Supervisors for 13/14 work plan with a budget of approximately \$135,300 with \$70,000 having been received as the residents share.

**Next Steps/Action Items/Follow-up:** Once legally established as a Declared County Highway the improvements to the road will remain on schedule.

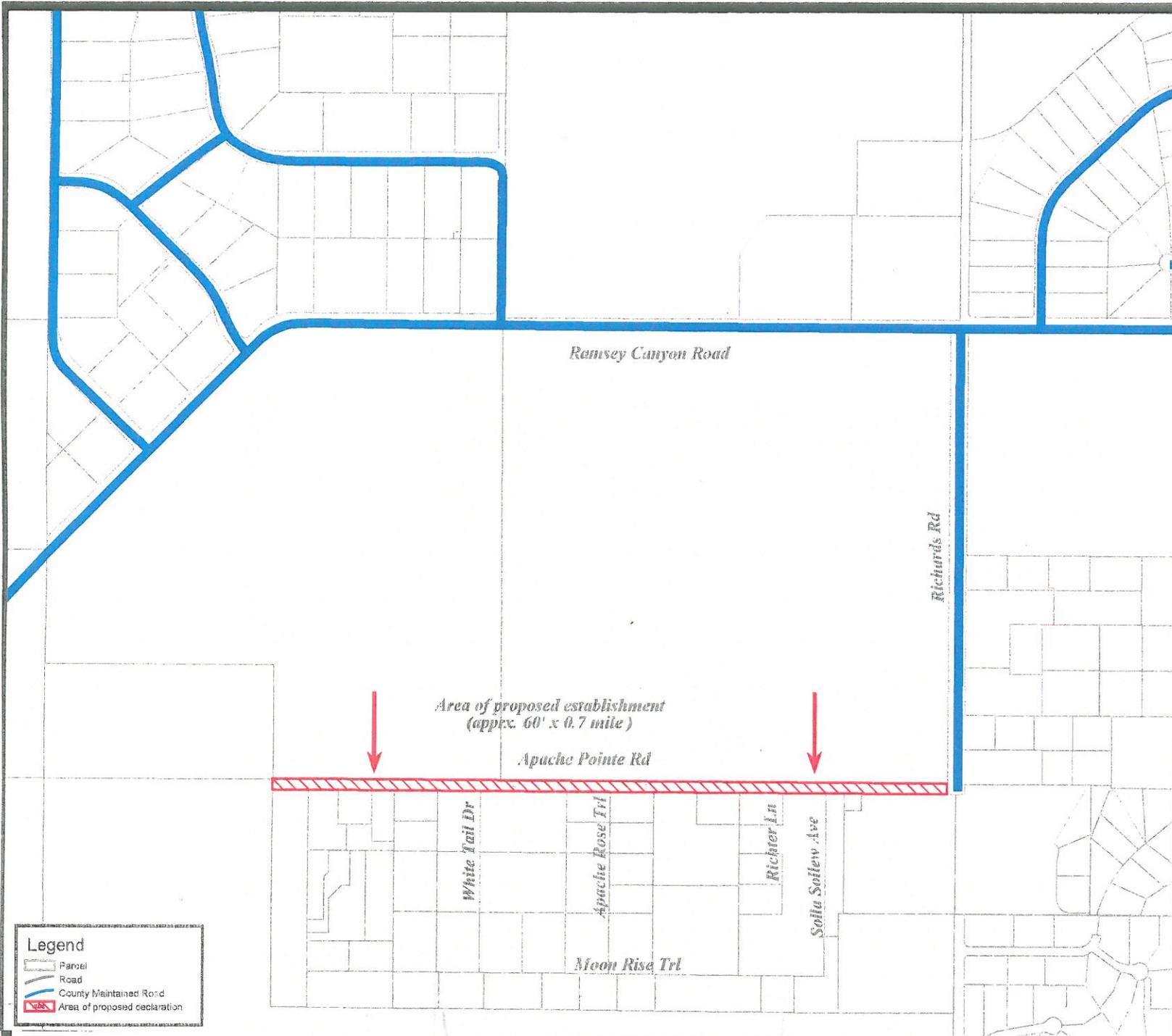
**Impact of Not Approving:** That portion of Apache Pointe Road will not be established as a Declared County Highway and upgrading this road segment to a chip sealed surface will be in conflict with state statutes.



**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.**



**Legend**

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



0' 1" = 800'

This document is a graphic representation only, utilizing best available sources. Cochise County assumes no responsibility for any errors.

**RESOLUTION 14-\_\_**

**ESTABLISHING APACHE POINTE ROAD AS A  
DECLARED COUNTY HIGHWAY**

**WHEREAS**, pursuant to ARS § 28-6701, there has been presented to the Board of Supervisors of Cochise County, Arizona, a recommendation by the County Engineer, praying for the establishment of a County Highway to be known as Apache Pointe Road:

**LEGAL DESCRIPTION**

**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.**

**AND, WHEREAS**, the Board of Supervisors on March 25, 2014, at the hour of 10:00 a.m., held a public hearing on said petition, and notice having been given by publication thereof once a week for two (2) weeks in the Arizona Range News/San Pedro Valley News-Sun, the designated official newspaper for Cochise County notices, and said notice having directed all persons wishing to object to the action prayed for in the County Engineer recommendation to file with Clerk of the Board of Supervisors, a statement in writing setting forth any objections or opposition and to show cause why said recommendation should not be granted; and,

**WHEREAS**, at said hearing the Board of Supervisors considered the feasibility, advantages and necessity of the highway and determined that the establishment of said highway as recommended by the County Engineer is a public necessity and that no landowner would be adversely affected thereby; and,

**WHEREAS**, once said road segments have been constructed in accordance with the Engineering Report issued for this 94-49 project, these road segments will be eligible to be added to the County Maintained Roads System Maps.

**NOW THEREFORE, IT IS RESOLVED** that the establishment of the County Highway as above described is hereby approved.

RESOLUTION 14-\_\_\_\_

Re: Establishing Apache Pointe Road as a Declared County Highway

Page 2

**IT IS FURTHER RESOLVED** that the Clerk of the Board of Supervisors is authorized and directed to file in the office of the County Recorder of Cochise County, Arizona, a certified copy of this resolution and order, together with a map of said highway.

**AND, BE IT FINALLY RESOLVED** that the road segments described herein shall be added to the Cochise County Maintained Road Systems Maps as specified herein.

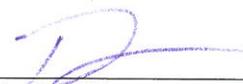
**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Ann English, Chairperson  
Cochise County Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Arlethe Rios,  
Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Britt W. Hanson,  
Chief Civil Deputy County Attorney



**RESOLUTION MAP**

Resolution 14-\_\_\_\_\_

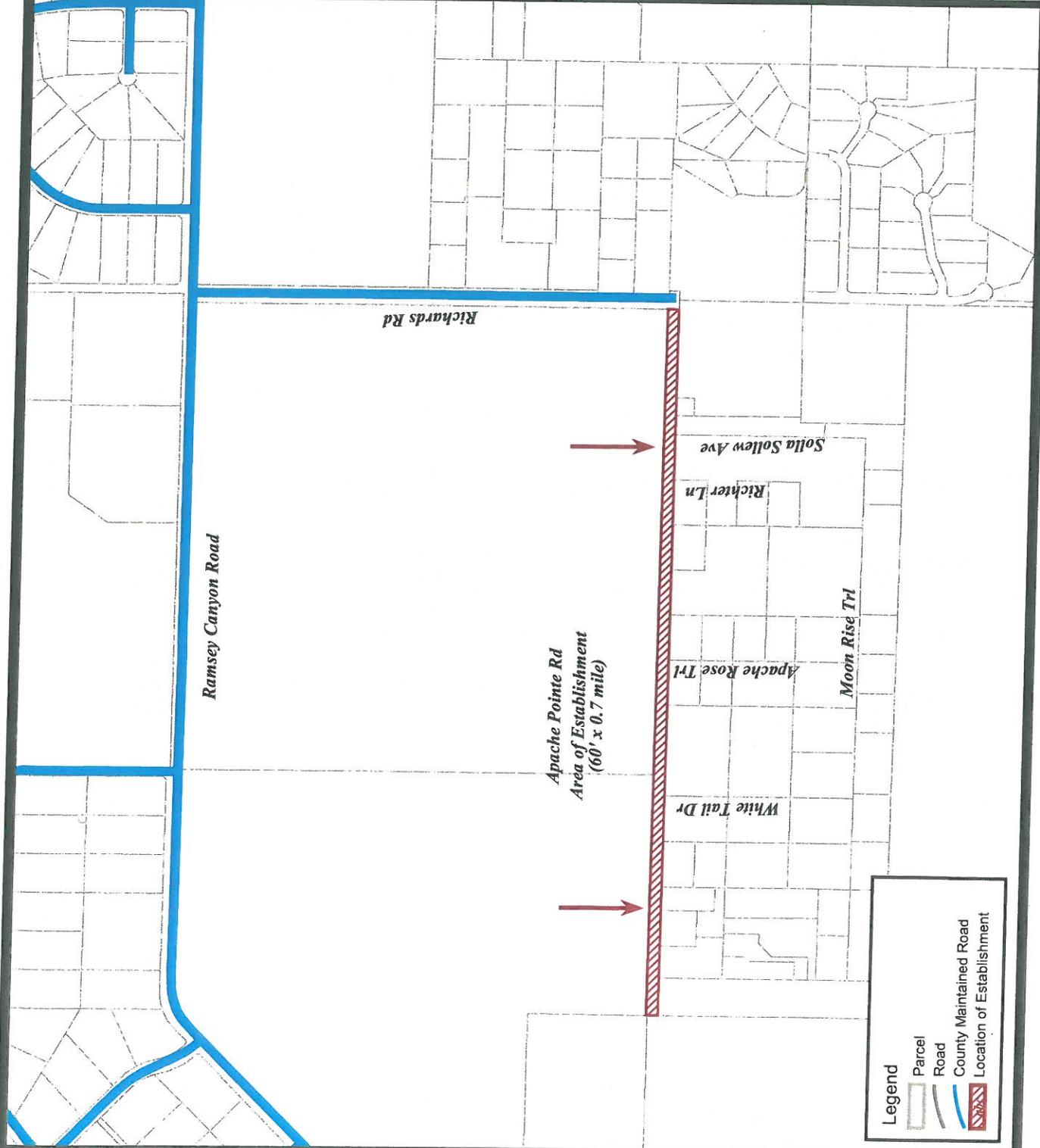
Establishment of  
Apache Pointe Rd  
As a Declared  
County Highway

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



0 1" = 800'

This document is a graphic representation only. Calling best available sources, the County assumes no responsibility for any errors.



**Legend**

- Parcel
- Road
- County Maintained Road
- Location of Establishment



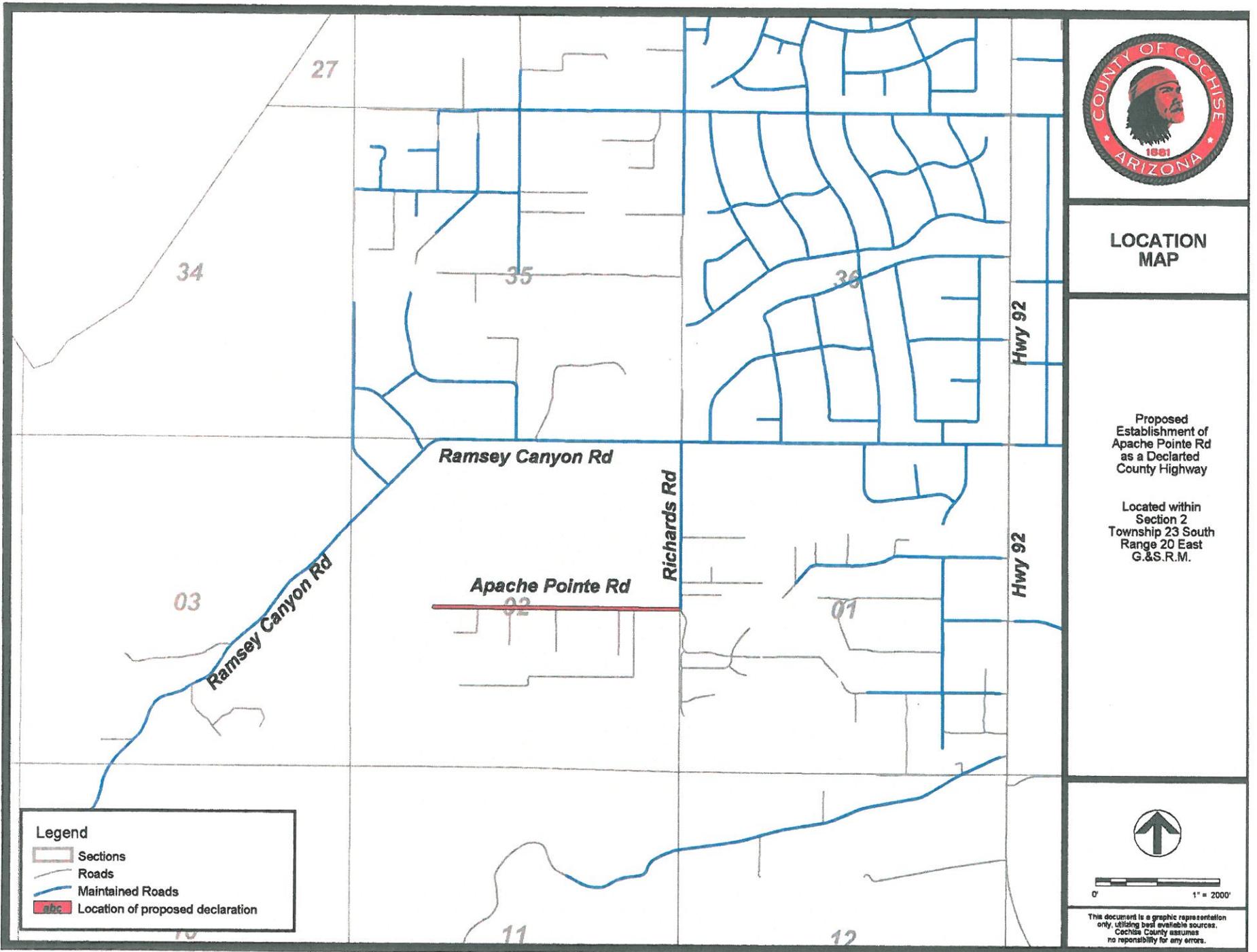
### LOCATION MAP

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.



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only, utilizing best available sources.  
Cochise County assumes  
no responsibility for any errors.



#### Legend

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



# Apache Pointe Road Declaration

**March 25, 2014**



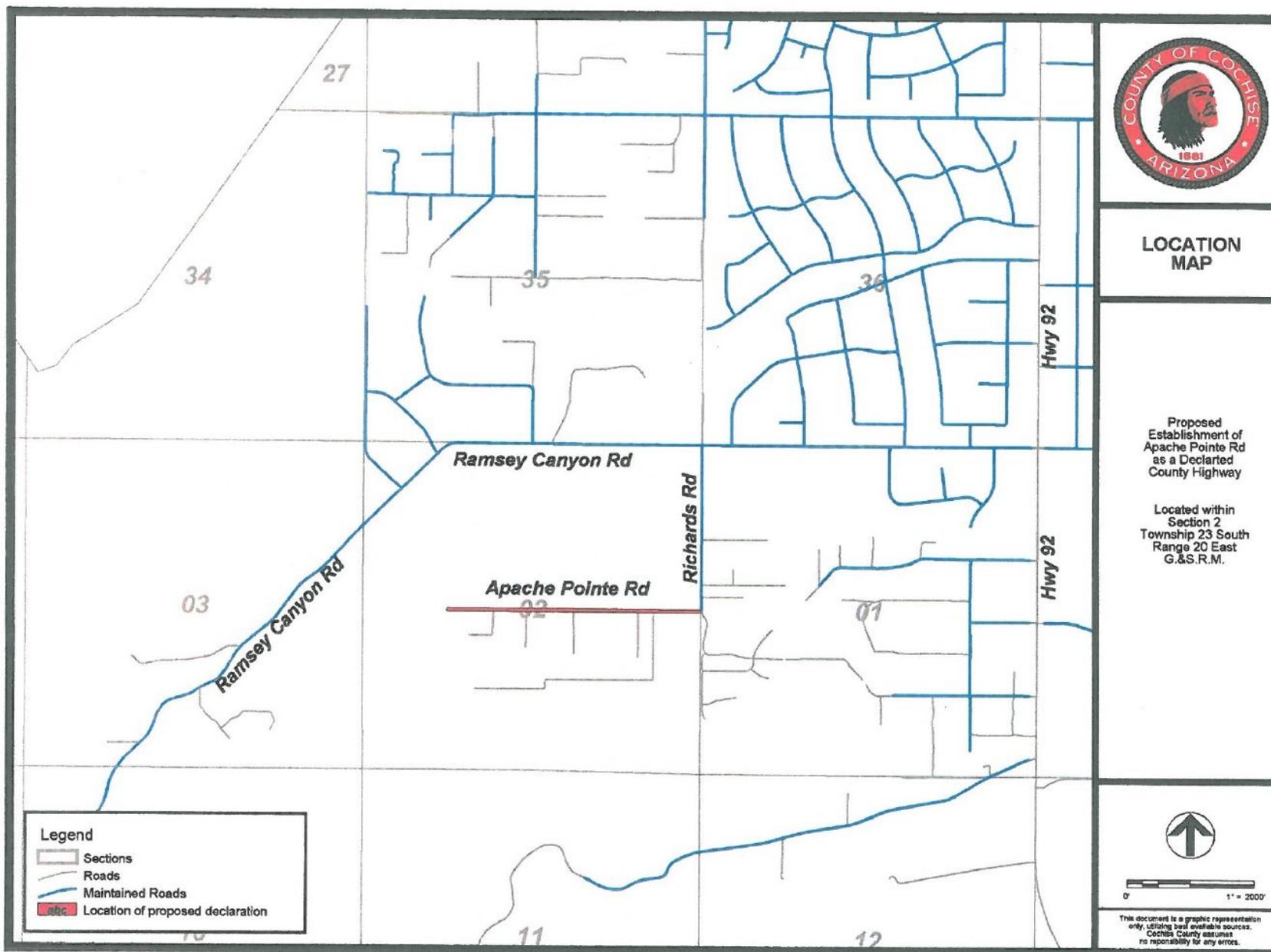
### LOCATION MAP

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.



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no responsibility for any errors.



#### Legend

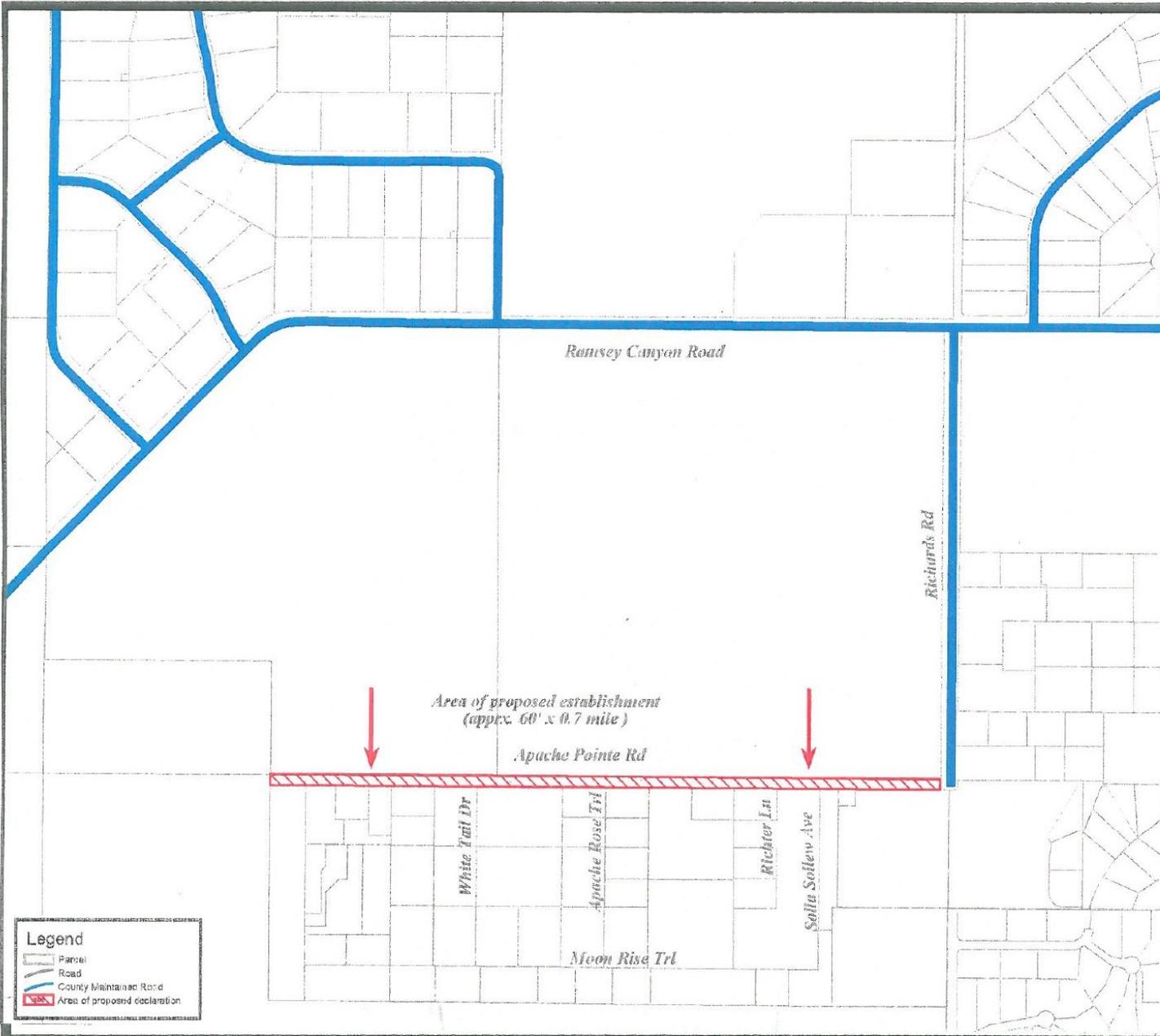
- Sections
- Roads
- Maintained Roads
- Location of proposed declaration



**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.**



**Legend**

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



This document is a graphic representation only, utilizing best available sources. Cochise County assumes no responsibility for any errors.

Intersection of Richards Rd and Apache Pointe Rd (east termini) looking west.



West end of Apache Pointe Rd (west termini) looking east.



**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/25/2014

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:** 03/25/2014  
Juvenile Accountability Block Grant  
**Submitted By:** Tracey Rocco, Juvenile Probation  
**Department:** Juvenile Probation  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature NOT Required

**Recommendation:** Approve

**# of ORIGINALS Submitted for Signature:** 0

**NAME of PRESENTER:** Denise Caraballo

**TITLE of PRESENTER:** Probation Services Division 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 the Juvenile Accountability Block Grant (JABG) award from the Arizona Governor's Office of Children Youth and Families, (GOCYF) in the amount of \$21,778 effective January 1, 2014 to December 31, 2014.

**Background:**

The JABG award and the county matching funds provide the funding for two (2) Pro-Tem Judges and operating supplies for the Juvenile Drug Court Program. Juvenile Court Services provides the management Juvenile Drug Court Program. The appropriate oversight of collaborative body has been established through the long-standing Gang Reduction Awareness Prevention and Education, (G.R.A.P.E.) Committee which the county's governmental agencies and the private business sector has successfully maintained for nineteen years.

**Department's Next Steps (if approved):**

Provide documentation to County Finance Department of Subgrantee Agreement No. JB-CSG-14-4365-01.

**Impact of NOT Approving/Alternatives:**

The \$21,778.00 of awarded funds will not be available for the Juvenile Drug Court program.

**To BOS Staff: Document Disposition/Follow-Up:**

No follow up is requested of BOS staff.

---

**Budget Information**

*Information about available funds*

**Budgeted:**  **Funds Available:**  **Amount Available:** 2,420.00  
**Unbudgeted:**  **Funds NOT Available:**  **Amendment:**

**Account Code(s) for Available Funds**

1: 100-1200-1210-550.000

**Fund Transfers**

**Fiscal Year:** 2014

**One-time Fixed Costs? (\$\$\$):**

**Ongoing Costs? (\$\$\$):**

**County Match Required? (\$\$\$):** 2,420.00

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**

**Source of Funding?:** 100-1200

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

JABG award is: \$21,778.00 and matching county funds required total: \$2,420.00. At the time the FY2014 budgets were submitted for approval; Juvenile Court Services estimated the amount of county matching funds needed at:\$2,778.00 and this amount was approved by Board of Supervisors. This request is under-budget of estimated amount.

---

**Attachments**

JABG





Janice K. Brewer  
Governor

State of Arizona  
Governor's Office for Children, Youth and Families

Tammy B. Paz Combs  
Acting Director

Cochise County  
Juvenile Court Services  
DEC 30 2013  
Received Bisbee, AZ

December 27, 2013

Ms. Denise Caraballo  
Probation Services Division Director  
Cochise County Juvenile Court  
P.O. Box 4219  
Bisbee, Arizona 85603

Re: Subgrantee Agreement No. JB-CSG-14-4365-01  
The Juvenile Accountability Block Grant (JABG) Funding  
Federal Funds CFDA No. 16.523  
Governor's Office for Children, Youth and Families - Division for Children

Dear Ms. Caraballo:

Three contracts to provide up to \$21,778 to support the Juvenile Accountability Block Grant Program are enclosed for signature. The match amount committed by your organization is \$2,420.

- **WHEN THE DOCUMENTS ARE SIGNED, KEEP ONE DOCUMENT AND RETURN TWO OF THE ORIGINAL SIGNED DOCUMENTS BY JANUARY 10, 2014 TO:**

State of Arizona  
Governor's Accounting Office  
Attn: Sarah Bean, Procurement Manager  
1700 West Washington Street, Suite 500  
Phoenix, AZ 85007

The Governor's Office for Children, Youth and Families looks forward to a mutually beneficial relationship during this contract period. Should you have any questions regarding the contract or the deadline for return, please contact me at [sbean@az.gov](mailto:sbean@az.gov). **Unreturned documents may affect the start date of this transaction.**

Sincerely,

A handwritten signature in blue ink that reads "Sarah Bean".

Sarah Bean  
Procurement Manager

cc: Sonya Pierce Johnson, JABG Program Administrator

**CCJCS AGREEMENT**

**JB-CSG-14-4365-01**

**Between the**

**STATE OF ARIZONA,  
GOVERNOR'S OFFICE FOR CHILDREN, YOUTH & FAMILIES  
GRANTOR**

**And the**

**COCHISE COUNTY JUVENILE COURT SERVICES, GRANTEE**

This Juvenile Justice and Delinquency Prevention Agreement ("Agreement") is entered into by and between the State of Arizona, Governor's Office for Children, Youth and Families ("Grantor"), located at 1700 West Washington, Suite 230, Phoenix, Arizona 85007 and the Cochise County Juvenile Court Services ("Grantee"), located at 915 Tovreaville Road, Bisbee, Arizona 85603.

**WHEREAS**, A.R.S. § 41-101.01 et seq. authorizes the State of Arizona, the Governor's Office for Children, Youth and Families to execute and administer grants and is charged with the responsibility of administering funds and programs pursuant to the U.S. Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention's Juvenile Accountability Block Formula Grant ("JABG") program. 21st Century Department of Justice Appropriations Authorization Act Pub. L. No. 107-273, §1801, 116 Stat. 1758 (2002) (codified as amended at 42 U.S.C. § 3796ee (2006)).

**WHEREAS**, A.R.S. §11-201 authorizes the Cochise County Juvenile Court Services ("Grantee") to execute and administer contracts.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this agreement as follows:

**I PURPOSE OF AGREEMENT**

The Grantor hereby grants funding to the Grantee solely for the project and in the following amount set forth herein. The Grantee shall administer the Drug Court Program, which provides intensive supervision and treatment for adjudicated juvenile offenders between the ages of 14 and 17 with moderate to severe substance abuse issues.

The Grantee agrees to comply with all applicable Federal and State statutes, regulations, policies, guidelines, and requirements, including administrative requirements with the use of this funding. The Grantor will provide the financial, programmatic and administrative guidelines and statutory program purposes for the Commission grant program funding. The Grantee agrees to comply with all lawful requirements imposed by the Grantor in the administration of these grant funds.

**II TERM OF AGREEMENT/ EFFECTIVE DATE**

The term of the Agreement shall commence January 1, 2014 and shall remain in effect until December 31, 2014, contingent upon final State funding, unless terminated, canceled or extended as otherwise provided herein.

### III. DESCRIPTION OF SERVICES

#### The Grantee shall:

- a. Administer the Cochise Count Juvenile Drug Court Program with the goals to curtail substance abuse and reduce delinquent behavior among participants.
- b. Provide rigorous monitoring, urinalysis tests and treatment in reducing drug abuse and criminal activity among juvenile participants.
- c. Provide individualized treatment plans based upon the strengths of the family molded to the needs of the family, as determined by both the family and the team.
- d. Provide parents with a parental support group
- e. Assist the juvenile in the receipt of an education.
- f. Hold both juveniles and parents accountable for the requirements imposed on them by the court.
- g. Complete activities in accordance with Attachment A, Line Item Budget and Attachment B, Budget Narrative; incorporated into this Agreement by reference.

### IV. REPORTING REQUIREMENTS

**FINANCIAL:** The Grantee shall be paid on a cost-reimbursement basis. The Grantee shall not request reimbursement until the cost has resulted in an actual cash expenditure. The Grantee may request reimbursement on either a monthly or quarterly basis for those items submitted and approved in the budget inclusively. Grantee shall submit a final reimbursement request no more than thirty (30) days after the contract end for expenses incurred prior to the date of contract termination. All expenses must be incurred and paid prior to the final reimbursement request. Requests for reimbursement received later than thirty (30) days after the contract termination will not be paid. If awarded a contract, your organization must have sufficient funds to meet obligations for up to sixty (60) days while awaiting reimbursements from the Governor's Office for Children, Youth and Families.

The Grantee shall use the forms provided by the Grantor to submit financial expenditure reports. The forms will be sent to the Grantee upon receipt of the signed Agreement.

**PROGRAMMATIC:** The Grantee shall provide quarterly program activity reports to the Grantor within fifteen (15) working days of the last day of the quarter in which services are provided. The reporting schedule is:

- January 1, 2014 through March 31, 2014, due April 15, 2014
- April 1, 2014 through June 30, 2014, due July 15, 2014
- July 1, 2014 through September 30, 2014, due October 15, 2014
- October 1, 2014 through December 31, 2014, due January 15, 2015
- Final report January 1, 2014 through December 31, 2014, due February 15, 2015

Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies or services, will result in the withholding of payment under this Agreement unless such failure arises due to causes beyond the control and without the fault of negligence of the Grantee.

### V. MANNER OF FINANCING

#### The Grantor shall:

- A. Provide up to \$21,778.00 to the Grantee, as authorized by the Office of Juvenile Justice and Delinquency Prevention Juvenile Accountability Block Grant Program, administered by the Grantor, for costs associated with the activities listed in Section III and Attachments A, Line Item Budget and Attachment B, Budget Narrative, incorporated by reference.

- B. Make payment to the Grantee on a reimbursement basis only, and condition payment upon receipt of applicable, accurate, and complete reimbursement documents to be submitted by the Grantee. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the Grantee under this Agreement.
- C. Submit reimbursement requests on an all-inclusive basis. The Grantor will not reimburse any item other than the all-inclusive funding contained on the attached budget form.
- D. Expend payment made by the Grantor to the Grantee from the Juvenile Accountability Block Grant Program, C.F.D.A. No. 16.523.

**The Grantee shall:**

- A. Provide \$2,420.00 in matching funds to support the Juvenile Accountability Block Grant Program.

**VI. AGREEMENT RENEWAL**

The Agreement shall not bind nor purport to bind the Grantor for any contractual commitment in excess of the original Agreement period or amount. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the parties must execute a written amendment or a new agreement. Consideration for renewal will also be based on results of program and fiscal monitoring.

**VII. NOTIFICATION REGARDING CHANGES**

The Grantee shall notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement amendment issued by the Grantor.

**VIII. INSURANCE REQUIREMENTS**

The Grantee is insured by the State of Arizona through the Arizona Department of Administration (“ADOA”). The ADOA Risk Management Division administers the insurance coverage for Arizona State Agencies and the Cochise County Juvenile Court Services under Arizona Revised Statutes §41-621, et seq. and the Arizona Administrative Code R2-10-101, et.seq. A Certificate of Insurance requirement shall not apply for this Agreement.

**IX. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the projects outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or completed at a lower cost than the original budget called for, the amount reimbursed to the Grantee shall be for only the amount of dollars actually spent by the Grantee. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the Grantor, the State or Federal government, the Grantee shall reimburse said funds directly to the Grantor immediately, but not later than fifteen (15) business days, exclusive of state holidays.

**X. FUND MANAGEMENT**

The Grantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- A. Financial Management
- B. Procurement
- C. Personnel
- D. Property

E. Travel

A system is adequate if it is: 1) **written**; 2) **consistently followed** - it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

**XI. DUNS/CCR**

Each successful recipient who is awarded \$25,000 or more must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.sam.gov/portal/public/SAM/>.

**XII. FFATA REPORTING REQUIREMENTS**

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202 (a) of Pub. L. No. 110-252, the Grantee is required to provide information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

**XIII. SINGLE AUDIT**

In compliance with the Federal Single Audit Act (31 U.S.C. §§ 7501-7507), as amended by the Single Audit Act Amendments of 1996 (Pub. L. No. 104-156), grant sub-recipients expending \$500,000 or more of Federal funds from all sources must have an annual audit conducted in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations." *If the Grantee has expended more than \$500,000 in federal dollars, a copy of the Grantee's audit report for the previous fiscal year must be submitted to the Grantor for review within thirty (30) days of signing this Agreement.*

- If your organization is subject to the requirements of the A-133 Single Audit Act, then attach a copy of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
- If your organization is not subject to A-133, submit a copy of the most recently completed audit of financial statements with the Management Letter, Findings, and Questioned Costs.
- If your organization does not have a recently completed audit, attach a copy of the most recently prepared financial statements, including a Balance Sheet, Income Statement, and Statement of Cash Flows, along with a description of the source of the documents.

**XIV. FINANCIAL AND ADMINISTRATIVE REQUIREMENTS**

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs ("OJP") Financial Guide.

The Grantee agrees to comply with all JABG program requirements as outlined in the JABG Program Guidance Manual, Version 3.0 (September 2000) or future JABG Program Guidance Manuals, and JABG program regulations (28 C.F.R. Part 31).

**XV. RESTRICTIONS ON USE OF FEDERAL FUNDS**

A. The Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- B. The Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (“ACORN”) or its subsidiaries, without the express prior written approval of the Office of Justice Programs.

**XVI. FALSE CLAIMS**

The Grantee must promptly refer to the DOJ Office of the Inspector General (“OIG”) any credible evidence that a principal, employee, agent, contractor, sub grantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any sub-recipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail;

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

**XVII. RESEARCH REQUIREMENTS**

The Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**XVIII. CONFIDENTIALITY REQUIREMENTS**

The Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.

**XIX. TEXT MESSAGING WHILE DRIVING**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages the Grantee and Subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**XX. PRINTED MATERIAL**

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (e.g., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

“This Web site is funded [insert “in part,” if applicable] through a grant from the Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided).”

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled “Notice of Federal Funding and Federal Disclaimer,” to the full text of the statement.

**XXI. NON-DISCRIMINATION/CIVIL RIGHTS**

All parties to this agreement agree to comply with Title VII of the Civil Rights Act of 1964, as amended and State Executive Order No. 2009-09, which mandates that all persons, regardless of race, religion, color, age, sex, or national origin shall have equal access to employment opportunities. All parties shall comply with federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. All parties shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. The Grantee agrees to comply, and will require any subcontractor(s) to comply, with any Federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); 28 C.F.R. Part 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. Part 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. Part 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

The Grantee is a recipient of federal grant funds and is required to comply with nondiscrimination requirements contained in various federal laws. In the event that a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against the Grantee of funds after a due process hearing, the Grantee must agree to forward a copy of the finding to OJP's Office of Civil Rights.

**XXII. LOBBYING PROHIBITION**

The Anti-Lobbying Act, 18 U.S.C. § 1913, recently was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 for each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352.

The Office of Management and Budget ("OMB") is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. part 69 for DOJ grantees) to reflect these modifications. However, in the interest of full disclosure, the Grantee must understand that no federally appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval by OJP. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.

**XXIII. DRUG-FREE WORKPLACE**

The Grantee will or will continue to provide a drug-free workplace. Signing this Agreement commits the Grantee to compliance with the certification requirements under 28 CFR Part 69, New Restrictions on Lobbying, and 28 CFR part 67, Government-Wide Debarment and Suspension (Nonprocurement) and Government-Wide Requirements for Drug-Free Workplace (Grants). The certification will be treated as a material representation of the fact on which the U.S. Department of Justice will rely in making awards.

**XXIV. NEPA COMPLIANCE**

The use of these grant funds are subject to compliance with the National Environmental Policy Act (NEPA) (42 U.S.C. § 4331 *et seq.*) and other related federal environmental impact review requirements, including the National Historic Preservation Act (16 U.S.C. § 470 *et seq.*). These requirements are triggered whenever activities such as construction or renovation are planned either with the use of (1) grant funds or (2) the Grantee's or a third party's funds, as long as the proposed construction or renovation is a prerequisite to the use of the grant funds. Whenever

these environmental impact review requirements are applicable to a grant activity, the Grantee must assist OJP in their satisfactory completion prior to the commitment of the affected funds. This assistance may include, at a minimum, providing information on the age and historic importance of any buildings to be affected as well as their floodplain status. The Grantee may also be requested to assist OJP in preparing environmental assessments, should assessments be required.

**XXV. ARIZONA LAW**

The Arizona law applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

**XXVI. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXVII. NO WAIVER**

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**XXVIII. RECORDS**

Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State or Federal Government at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.

**XXIX. AUDIT**

Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years thereafter, the Grantee's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or Subcontract.

**XXX. ADVERTISING, PUBLISHING AND PROMOTION OF AGREEMENT**

The Grantee shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the Grantor.

**XXXI. PROPERTY OF THE STATE**

Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the State. The Grantee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Grantee shall not use or release these materials without the prior written consent of the State.

**XXXII. FEDERAL IMMIGRATION AND NATIONALITY ACT**

The Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Agreement. Further, the Grantee shall flow down this requirement to all subcontractors utilized during the term of the Agreement. The State shall retain the right to perform random audits of the Grantee and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Grantee.

**XXXIII. E-VERIFY**

In accordance with A.R.S. § 41-4401, the Grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. The Grantee shall require all subcontractors to abide by this provision during the term of the Agreement.

**XXXIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers. The Grantee shall declare all anticipated offshore services to the Grantor.

**XXXV. AVAILABILITY OF FUNDS**

Funds may not presently be available for performance under this Agreement beyond the current State fiscal year. No legal liability on the part of the State for any payment may arise under this Agreement beyond the current State fiscal year until funds are made available for performance of this Agreement.

**XXXVI. AMENDMENTS**

The Agreement may be modified only through an Agreement Amendment within the scope of the Agreement. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized in writing by the Grantor or made unilaterally by the Grantee, are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement Amendments, shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

**XXXVII. SUBCONTRACTORS**

The Grantee shall not enter into any subcontract under this Agreement for the performance of this Agreement without the advance written approval of the Grantor. The Grantee shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference the terms and conditions of this Agreement.

**XXXVIII. ASSIGNMENT AND DELEGATION**

The Grantee may not assign any right or delegate any duty under this Agreement without the prior written approval of the Grantor.

**XXXIX. PUBLIC AGENCY LANGUAGE ONLY-INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**XL. COMPLIANCE WITH APPLICABLE LAWS**

The Grantee to this agreement shall comply with all applicable federal, state and local laws, and shall maintain all applicable licenses and permit requirements.

**XLI. CANCELLATION FOR CONFLICT OF INTEREST**

In accordance with A.R.S. §38-511, the State may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating,

securing, drafting or creating the Agreement on behalf of the State is or becomes, at any time while the Agreement or an extension of the Agreement is in effect, an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Agreement as provided in A.R.S. §38-511.

**XLII. FEDERAL DEBARMENT**

The Grantee shall not have been debarred or suspended from federal benefits and/or no such proceedings have been initiated against them; have not been convicted of, indicted for, or criminally or civilly charged by a government entity for fraud, violation of antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and have not had a public transaction terminated for cause or default.

**XLIII. STATE SUSPENSION OR DEBARMENT STATUS**

The State may, by written notice to the Grantee, immediately terminate this Agreement if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of an Agreement shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the State.

**XLIV. TERMINATION FOR CONVENIENCE**

The State reserves the right to terminate the Agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice; notify all subcontractors of the effective date of the termination; and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Agreement shall become the property of, and be delivered to, the State upon demand. The Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**XLV. TERMINATION FOR CAUSE**

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

The Grantee provides personnel that do not meet the requirements of the Agreement.

The Grantee fails to perform adequately the services required in the Agreement.

The Grantee attempts to impose on the Grantor personnel that are of an unacceptable quality.

The Grantee fails to furnish the required product within the time stipulated in the Agreement.

The Grantee fails to make progress in the performance of the requirements of the Agreement and/or gives the Grantor a positive indication that the Grantee will not or cannot perform to the requirements of the Agreement.

If the Grantee does not correct the above problem(s) within ten (10) days after receiving the notice of default, the Grantor may cancel the Agreement. If the Grantor cancels the Agreement pursuant to this clause, the State reserves all rights or claims to damage for breach of Agreement.

**XLVI. ARBITRATION AND ATTORNEY'S FEES**

In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration after exhausting applicable administrative review, except as may be required by other applicable statutes. Venue shall be in Maricopa County, Arizona. Each party shall bear their own fees and costs in any litigation or arbitration.

**XLVI NOTICES**

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Correspondence to Grantee:  
Ms. Denise Caraballo  
Probation Services Division Director  
Cochise County Juvenile Court Services  
P.O. Box 4219  
Bisbee, Arizona 85603

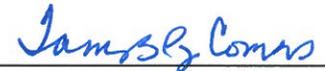
Correspondence to Grantor:  
Sonya Pierce Johnson  
JABG Program Administrator  
Governor's Office for Children, Youth and Families  
1700 West Washington Street, Suite 230  
Phoenix, AZ 85007

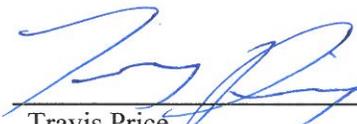
**IN WITNESS WHEREOF**, the parties hereto agree to execute this Agreement.

GRANTEE:  
Cochise County Juvenile Court Services  
P.O. Box 4219  
Bisbee, Arizona 85603

GRANTOR:  
Governor's Office for Children,  
Youth and Families  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007

 12/31/13  
Date  
Delcy G. Scull  
Juvenile Court Director

 12/23/13  
Date  
Tammy B. Paz Combs  
Acting Director

 12/23/13  
Date  
Travis Price  
Compliance Finance and Procurement Manager  
Office of the Governor

## Appendix A (13)

## Budget Form

Budget period:

Budget Category	Line Item	Requested Funds	** Matching Funds/Source	Total Cost
<b>Personnel and Fringe Benefits</b>				
Personnel- Pro-Tem Judges 2 @ 52 weeks per year. Margo Macartney .05FTE (108.75 hrs /2080 hrs =.05) Ann Roberts .04FTE (87.25 hrs / 2080 hrs = .04)	Pro-Tem Judge at hearings in the Drug Court Program. Hourly rate is: 69.72 and estimated for approx. 3.66 hours per week over 52 weeks plus 3.0 hours each judge (2) for Drug Court Advisory Meeting. Total hours = 196.0 (196.0 X 69.72) =13,665.12	13,665.12		13,665.12
Fringe Benefits Macartney: ACR/ASRS: 9.2% SS/Med: 7.65% Wk/Comp: .08%	((108.75 hrs X 69.72) X .1693) = Estimated at approx. 16.93% for Macartney' to include required retiree ACR/ASRS; workman's compensation and Social Security/Medicare contributions.	1,283.64		1,283.64
Roberts: SS/Med: 7.65% Wk/Comp: .08%	((87.25 hrs X 69.72) X .0773) = Estimated at approx. 7.74% Roberts' to include expense for workman's compensation, and Social Security/Medicare contributions.	470.22		470.22
<b>Contracted Services/Professional Services</b>				
Not Applicable				
<b>Travel</b>				
Not Applicable				
<b>Pass Through</b>				
Not Applicable				
<b>Supplies and Other Operating</b>				
Instant 5-Panel Tests	900 @ \$1.45 each = 1305.00 + S/H 85.00 plus estimated tax rate 5.6% = (approx. 12 months)	1,463.00		1,463.00

Collection beakers w/temp strip	2,200 @ \$0.19 each plus S/H 12.00 plus estimated tax rate 5.6%	454.00		454.00
Adulteration tests	6 bottles @ \$13.40 + 12.00 S/H + est.tax rate 5.6% with 25 tests each bottle = 150	97.00		97.00
K2 Instant tests	600 tests @ \$2.99 each (12 mos supply) plus S/H 12.00 plus est.tax rate 5.6%	1907.00		1907.00
Minute Entry Order Forms	1000 NCR-Carbonless @ \$295.00 + tax rate 8.1%; free S/H.	319.00		319.00
Disc.6-Panel Urine Dip	1300 @1.79 each plus 12.00 S/H plus est. tax rate 5.6%	2,119.02	349.98**	2,469.00
SASSI Test	100 @ \$1.65 plus 14.00 S/H plus est. tax rate 5.6%		189.00**	189.00
SASSI score sheets	6 packages @ \$10.00 each S/H incl. plus est. tax rate 5.6%		63.00**	63.00
Teen Addiction Anonymous, Supplies	Motivation medallions for time in Teen AA; 495 @ 3.00 each includes S/H and tax.		1,500.00**	1,500.00
Incentives	35 participants per year @ \$9.08 each Includes approx. 10% sales tax)		318.02**	318.02
<b>Administrative/Indirect Costs</b>				
Not Applicable	Please see narrative.			
<b>Total</b>		21,778.00	2,420.00	24,198.00

\*As shown, a line item budget justification for each component MUST be included in the proposal that describes the procedure for determining the cost of budget categories. Detail in the line item budget narrative strengthens proposals. See the following page for budget narrative format.

\*\* List matching funds.

  
 Authorized signature Tracey Rocco, Finance Administrative Manager

11/25/2013

Date

## Appendix A (14)

## Budget Narrative

The purpose of the budget narrative is to provide greater detail on the budget line items and the requested amounts. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate.

**Personnel:** The Honorable Ann Roberts; and Margo Macartney; Judges Pro-Tempore preside over hearings in the Drug Court Program. The hourly rate computation uses the annual salary set by the State of Arizona for Superior Court Judges as follows: ((145,000 divided by (52 X 40) equals \$69.72 per hour rate of compensation. Cochise County identifies three (3) regions for all programs. Attendance at the Drug Court Advisory meeting annually requires approx. 3.66 hours for judges. Annually for the two Pro-Tempore Judges this computes 52 weeks @ 3.66 hours each week totaling approx. 190 total hours and 6. hours for attendance at Drug Court Advisory meeting totaling 196.0 hours at hourly rate \$69.72 equals approx. \$13,665.12 total budgeted personnel cost. If compared to a full-time employee (FTE) with 2,080 annual hours, this would equal .05 FTE for Margo Macartney and .04 FTE for Ann Roberts as Pro-Tempore Judges.

The Honorable James Conlogue, Superior Court Judge presides over Drug Court Program hearings in the third region; however because he is compensated from another funding source, the personnel expense is not included in the JABG budget.

**Fringe Benefits:** Below is a schedule of rates for each Pro-Tempore Judge.

Macartney:

ACR/ASRS: 9.20%

SS/Med: 7.65%

Wk/Comp: .08%

Roberts:

SS/Med: 7.65%

Wk/Comp: .08%

**Contracted Services/Professional Services:** Not applicable.

**Travel:** Not applicable.

**Pass Through/Subgrants:** Not applicable.

**Supplies and Operating Expenses** Justification of supplies as listed: Instant 5-Panel Tests; Collection beakers w/temp. strip; Adulteration tests; K2 Instant tests; Disc. 6 Panel Urine Dp; SASSI test and SASSI score sheets in the Appendix A (14) is related to Controlled Substance Abuse Testing Policy as referenced in Appendix B. In addition the justification for supplies is detailed in the Goals and Objectives listed in the Plan Narrative. Prices and rates were used from recent purchases and quotes by vendors.

Minute Entry Order Forms (MEO'S) are the forms used to document the Drug Court Hearing results and we used the most recent price from 2013.

Teen Addiction Anonymous (Teen AA) Supplies are relevant to the facilitation of meetings for this program. Six department employees have attended the training as facilitators to work with juveniles assigned to the Juvenile Drug Court Program. Medallions in bronze, silver and gold color denote time levels spent in the program without substance abuse. Price was obtained from the Program Director at Teen Addiction Anonymous.

**Incentives:**

Juveniles are in the three regions, (Benson/Willcox; Bisbee/Douglas; and Sierra Vista) participating in the Drug Court Program and are generally from low-income households with few resources or money to purchase any items outside of very basic needs.

To celebrate success weekly during the Drug Court Program contact at each region, the juvenile can reach into the "fishbowl" and the papers inside the fishbowl will have items printed on them for rewards such as: craft related pencils, markers, school supplies, small games; beauty/grooming items; cheap music CD's; and art supplies. The following is an example of purchases for incentives.

Music CD's : Estimate 20 over 12 months	20 X \$7.00 ea = \$140.00
School supplies/notebooks/paper	35 X \$5.00 ea = \$175.00
Miscellaneous pencils	10 for \$3.02
<b>Total projected for incentives:</b>	<b>\$318.02</b>

Administrative/Indirect Costs: Not applicable.

Authorized Signature Tracey Rocco Date 11/25/2013

Job Title Tracey Rocco, Finance/Administrative Manager

**2014 Juvenile Accountability Block Grant (JABG) Intent Form  
Arizona Governor's Office for Children, Youth and Families**

**Please return this form (email or fax) no later than Friday, November 22, 2013.**

**Unit of Local Government: Cochise County**

*Please type or print the name of the County, City/Town, or Tribe submitting this Intent Form.*

**Intent for JABG Funds:**

*The cover letter identified the funding range for your Local Unit of Government. Please provide your requested dollar amount for the upcoming JABG Program Year (January – December 2014): \$ 21,778.00.*

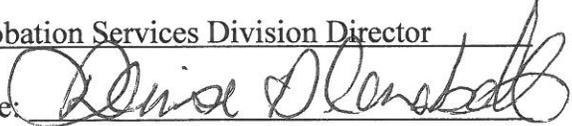
*Identify the JABG Program Purpose Area(s) that your proposed program will address: #8-Juvenile Drug Court Program*

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ON THIS PAGE IS CORRECT.

Name: Denise Caraballo

Title: Probation Services Division Director

Email: \_dcarabal@courts.az.gov

Signature: 

Date: 11/18/2013

**Please return this form (email or fax) no later than Friday, November 22, 2013.**

Sonya Pierce-Johnson, JABG Program Administrator  
Governor's Office for Children, Youth and Families

Email: spjohnson@az.gov

Fax: **(602) 542-3423**

2013 Juvenile Accountability Block Grant (JABG) Intent Form  
Arizona Governor's Office for Children, Youth and Families

**INELIGIBLE FOR A DIRECT AWARD**

Please return this form (mail or fax) no later than Monday, October 14, 2013.

**Unit of Local Government:** Cochise County

Please type or print the name of the County, City/Town, or Tribe submitting this Intent Form.

**Intent for JABG Funds:**

Please check the appropriate response to indicate your interest/intent to direct available JABG funds.

**Interested in waiving our allocation or collaborating/combining our allocation with another unit of local government (Waive to LUG).**

Please indicate below the name of the unit of local government to whom you will be waiving your funds and note the individual/agency designated to receive future JABG correspondence. Please complete this form in its entirety.

**Interested in waiving our JABG allocation to the state (Waive to State).**

Allocation will be reverted to the state and otherwise allocated. Please complete this form with the name and signature of the Authorized Official.

**Official Contact Person for Future Correspondence Regarding the 2013 JABG Award:**

**Unit of Local Government Waived To:** Not Applicable

Please indicate the individual/agency responsible for submitting the 2013 JABG Application.

Name: Denise Caraballo Title: Probation Services Division Director

Agency/Address: Cochise County Juvenile Court Services

P.O. Box 4219 Bisbee, AZ 85603

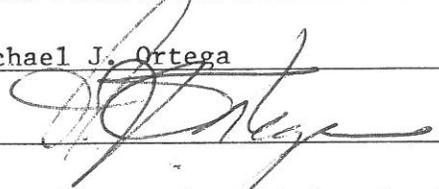
Phone: ( 520 ) 432-7523 Fax: ( 520 ) 432-0393 Email: dcarabal@courts.az.gov

**Authorized Official for this Unit of Local Government:**

*(County Manager/County Board of Supervisors, Mayor/City Manager, Tribal Chair)*

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ON THIS PAGE IS CORRECT.

Name: Michael J. Ortega Title: Cochise County Administrator

Signature:  Date: 10/8/13

**Please return this form (mail or fax) no later than Monday, October 14, 2013.**

Governor's Office for Children, Youth and Families  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
FAX to JABG PROGRAM: (602) 542-3423

**Board of Supervisors**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/25/2014

Letter of Recommendation for John Ladd for AZRAC

**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** Mike Turisk

**TITLE** Planning Manager

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve a letter of recommendation for John Ladd to be appointed to the Bureau of Land Management's Arizona Resource Advisory Council (RAC).

**Background:**

The Bureau of Land Management (BLM) is seeking nominations to Arizona's Resource Advisory Councils (RAC) which advise the BLM on public land issues. The BLM's RACs, composed of citizens chosen for their expertise in natural resource issues, help the Bureau carry out its stewardship of 245 million acres of public lands. The Bureau, which manages more land than any other Federal agency, has 29 RACs across the West, where most BLM-managed land is located. Each RAC consists of 10 to 15 members with an interest or expertise in public land management, including such individuals as conservationists, ranchers, outdoor recreationists, state and local government officials, Tribal officials, and academics. The diverse membership of each RAC helps ensure that BLM land managers get the varying perspectives they need to achieve their mission, which is to manage the public lands for multiple uses. "The advice given to the BLM by these citizen-based Resource Advisory Councils is a vital part of the BLM's collaborative approach to land management," said BLM Arizona State Director Ray Suazo. "Citizen input enhances our agency's ability to administer and conserve these lands for the use and enjoyment of current and future generations of Americans."

John Ladd, a local rancher and member of the Cochise County Public Lands Advisory Committee, is also a charter member of the U.S. Border Patrol Advisory Committee, a member of the Arizona Cattle Growers and the Arizona Cattle Growers Border Committee, and an advisor for the Hereford Natural Resource Conservation District. Mr. Ladd is also an Arizona Game and Fish Habitat Partnership Committee Cooperator. He has gathered cattle, hunted, fished and camped in all of Cochise County and in most of Arizona. His knowledge and experiences make him exceptionally well-suited to serve on the Arizona BLM RAC.

**Department's Next Steps (if approved):**

Send letter to Bureau of Land Management (BLM).

**Impact of NOT Approving/Alternatives:**

Mr. Ladd might not get appointed.

**To BOS Staff: Document Disposition/Follow-Up:**

Send letter to

*Dorothea J. Boothe*

*Public Affairs Specialist*

*Bureau of Land Management - Arizona State Office*

*One North Central Avenue, Suite 800*

*Phoenix, AZ 85004*

*(602) 417-9219 Office/(602) 417-9424 Fax*

---

**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**

application and Resume

Letter of Support

---

# Bureau of Land Management Resource Advisory Council Application

All Fields Required  
Attach additional pages if necessary

Name of Committee to be considered for: \_\_\_\_\_

First Name | JOHN

Full Middle Name | WALKER

Last Name | LADD

Date of Birth | 05-01-1955

Home Address | SAN JOSE RANCH HWY 92 BOX 4575

City | BISBEE State | AZ Zip Code | 85603

Home Phone Number | 520-432-~~4111~~ 2886  
520-456-5938 CELL

Mailing Address (if different than home) | \_\_\_\_\_

City | \_\_\_\_\_ State | \_\_\_\_\_ Zip Code | \_\_\_\_\_

Business Address | \_\_\_\_\_

City | \_\_\_\_\_ State | \_\_\_\_\_ Zip Code | \_\_\_\_\_

Business Phone Number | \_\_\_\_\_

Email Address | sjranch@wildblue.net

**Education: including colleges, degrees, major fields of study (or attach a resumé)**

BISBEE HIGH SCHOOL 1973

NAU 1973-1977 AZ CARPENTER APPRENTISE 1978-1981

**Work history (or attach a resumé)**

BORN + RAISED FAMILY RANCH BISBEE AZ 1955-1977

COMMERCIAL CARPENTER + SUPERVISOR PHX AZ 1977-1999

PARTNER ON FAMILY RANCH BISBEE, AZ 1990 - PRESENT

**List significant related experience, previous advisory committee experience, civic and professional activities, education, and training that qualifies you to serve on this committee. If applying as an elected official, please also include dates of service.**

CHARTER MEMBER OF US BORDER PATROL ADVISORY COMMITTEE

AZ CATTLE GROWER MEMBER

AZ CATTLE GROWER BORDER COMMITTEE

HEREFORD NRCD ADVISOR

AZ GAME + FISH HPC COOPERATOR

NRCS COOPERATOR

COSHISE COUNTY PLAC COM. MEMBER

MEMBER ON COM. OF PROPOSED SAN PEDRO WATER DISTRICT

**Describe your experience of knowledge of the committee's geographic area of jurisdiction.**

GATHERED CATTLE, HUNTED, FISHED, + CAMPED IN MOST OF COCHISE COUNTY. HUNTED, FISHED + CAMPED IN MOST OF AZ

OUR RANCH BORDERS MEXICO. THE EAST BOUNDARY IS AT NACO, AZ. THE WEST BOUNDARY IS THE SAN PEDRO RIVER.

**Describe your experience working with disparate groups.**

NRCS - HNRCD - HPC WORKING TO RESTORE RANCH LAND TO NATIVE GRASS LANDS

BORDER PATROL - WORKING TO MINIMIZE IMPACT TO RANCH LAND IN HIGH IMPACT AREAS

PLAC - ADVISING COUNTY SUPU. OF IMPACTS OF GROWTH + OR REGULATIONS ~~THAT WILL IMPACT~~ ON RANCHING, FARMING + OPEN SPACES.

**Indicate the specific area(s) of interest you seek to represent:**

**Category 1:**

- I hold a Federal grazing permit within the committee's area of jurisdiction.
- I represent transportation or rights-of-way interests.
- I represent developed outdoor recreation, off-highway vehicle users, or commercial recreation activities.
- I represent the commercial timber industry.
- I represent energy and mineral development interests.

**Category 2:**

- I represent a nationally or regionally recognized environmental organization.
- I represent dispersed recreation interests.
- I represent archaeological and historical interests.
- I represent wild horse and burro interest groups.

**Category 3:**

- I hold State, county, or local elected office.
- I am an employee of a State agency responsible for management of natural resources, land, or water.
- I represent an Indian tribe within or adjacent to the Committee's area of jurisdiction.
- I am an academician involved in natural resource management or the natural sciences. NRCS, ~~NRCS~~ ~~NRCE~~
- I represent the affected public-at-large.

**Indicate any BLM permit, leases, or licenses that you hold personally or are held by your employer:**

Are you a federally registered lobbyist?  Yes  No

Is at least one letter of recommendation attached or has a letter been sent on your behalf by the interest group or organization that you wish to represent?  Yes  No

Signature John W. Lusk

Date MAR 17, 14

John W Ladd  
P O Box 4575  
Bisbee, AZ 85603

Born May1, 1955 – Bisbee, AZ  
Bisbee High School 1973  
Northern AZ University 1973-1977

AZ Carpenter Apprentice 1981 – Top 10 Apprentices in AZ 1981  
Carpenter and Supervisor 1977-1990 Phoenix, AZ  
I built banks, medical buildings, office buildings, and the high rise buildings of the Phoenix Plaza located at Central and Thomas Rd in Phoenix, AZ.

I am married to JoBeth S Ladd. We have 3 adult sons, Justin, Randy (married to Libby) and Kenny and one grandson.

I was born in Bisbee, AZ and raised on our family ranch. Since 1990 my wife and I have been partners with my parents on our ranch, which is located south of Bisbee, between Naco, AZ and the San Pedro River. Our south boundary is the US/Mexico Border. My great grandparents homesteaded here in 1896.

Our ranch is 14,000 acres and consists of deeded and AZ state grazing land. We run 2 separate herds. One herd is Hereford and Angus cows. The 2<sup>nd</sup> herd is Cross Bred cows consisting of Hereford, Angus, and Charlois. Both herds have Angus bulls covering them. Cow work is done horseback. Maintenance is done from trucks.

In the last forty years, my dad and I have cleared almost 6,000 acres, both private and state using a D-8 bulldozer. We have removed both brush and Mesquite and have re-seeded these acres with native grasses. We have worked and partnered with NRCS on the projects.

In 1992 we established a conservation easement with BLM, consisting of 2500 deeded acres. We cleared and re-seeded approximately 2000 acres of the easement.

Being on the border, I deal with Border Patrol and illegals every day; these two items cause maintenance issues with fences and water lines as well as cattle being in the wrong pastures. Regardless of these problems, we have been successful in the ranching business for 117 years and will continue with our boys for another generation.

# 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

**Arlathe G. Rios**  
Clerk

March 25, 2014

Raymond Suazo, State Director  
Bureau of Land Management  
One north Central Avenue, Suite 800  
Phoenix, Arizona 85004-4427

Dear Mr. Suazo:

The Cochise County Board of Supervisors is pleased to offer support for the nomination of John Ladd to fill one of the upcoming open positions on the Arizona Resource Advisory Council. Mr. Ladd and his wife are partners with his parents on the family ranch located south of Bisbee, between Naco, AZ and the San Pedro River. The southern boundary of the ranch is the US/Mexico border. The ranch is 14,000 acres and consists of deeded and AZ state grazing lands. Mr. Ladd's great grandparents homesteaded the ranch in 1896. The ranch has been a successful business for 117 years and will continue with the stewardship of Mr. Ladd's sons for generations to come.

Mr. Ladd is a charter member of the U.S. Border Patrol Advisory Committee, a member of the Arizona Cattle Growers Association and the AZ Cattle Growers Association Border Committee, and an advisor for the Hereford Natural Resource Conservation District. Mr. Ladd is also an Arizona Game and Fish Habitat Partnership Committee Cooperator and a member of the Cochise County Public Lands Advisory Committee (PLAC).

He is well-versed in Arizona's border issues and is currently working with the Border Patrol to minimize damage to ranch land in high impact areas. An avid outdoors advocate, he has hunted, fished, and camped in all of Cochise County and in most of the state of Arizona. Through the Hereford NRCD, he is working to restore native grass lands to ranch land. As a member of the PLAC he reviews ongoing state and federal land management proposals to advise County Supervisors of the potential impacts of those proposals on ranching, farming, recreation and open spaces on both public and private lands in the county as applicable.

Mr. Ladd has a proven record of willingness to collaborate and a commitment to consensus building that make him an ideal candidate for Arizona's BLM Advisory Resource Council. Thank you for considering this letter of support and his myriad qualifications for nomination.

Sincerely,

---

Ann English, Chairman

Richard Searle, Vice-Chairman

Patrick G. Call, Supervisor

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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/25/2014  
Approve annual data processing contract - Harris Systems USA, Inc.  
**Submitted By:** Maureen Badosz, County Assessor  
**Department:** County Assessor  
**Presentation:**

**Document Signatures:**

**Recommendation:**  
**# of ORIGINALS Submitted for Signature:** 2  
**TITLE of PRESENTER:**  
**Source of Mandate or Basis for Support?:**

**NAME of PRESENTER:**

**Mandated Function?:**

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve a contract with Harris Systems USA, Inc. authorizing continuation of data processing software services necessary for processing the annual assessment roll effective January 1, 2014 to June 30, 2015 in the amount of \$1,331,135.92 for fiscal years 2013/2014 and 2014/2015 .

**Background:**

Annual data processing software services a statutory requirement for the operation of the Assessor's office.

**Department's Next Steps (if approved):**

Submit payment to Harris Systems USA, Inc. for the amount owed through June 2014. Balance of contract paid out of 14/15 budget.

**Impact of NOT Approving/Alternatives:**

Loss of data processing services.

**To BOS Staff: Document Disposition/Follow-Up:**

Chairman needs to sign contract in duplicate and forward both originals for signatures to:

HARRIS SYSTEMS USA, INC.  
Attention: Dean deVilleneuve, Executive Vice President  
2600 Technology Drive, Ste. 900  
Plano, Texas 75074

**Budget Information**

*Information about available funds*

**Budgeted:**  **Funds Available:**  **Amount Available:** 85860.05  
**Unbudgeted:**  **Funds NOT Available:**  **Amendment:**

**Account Code(s) for Available Funds**

1: 100-300-9 429.500  
2: .00  
3: .00  
4: .00

**Fund Transfers**

**Fiscal Year:** 2014  
**One-time Fixed Costs? (\$\$\$):** 37270.67  
**Ongoing Costs? (\$\$\$):**  
**County Match Required? (\$\$\$):**  
**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**  
**Source of Funding?:** G/L 100-300-9 429.500

**Fiscal Impact & Funding Sources (if known):**  
None

**Fiscal Year:** 2015

**One-time Fixed Costs? (\$\$\$):**

**Ongoing Costs? (\$\$\$):** 95865.25

**County Match Required? (\$\$\$):**

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**

**Source of Funding?:** General Fund

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

Assessor data processing software program necessary for processing the annual assessment roll. Colorado Custom Ware bankruptcy-Harris Systems USA, Inc. provider awarded through bankruptcy court. Attached contract is converting from calendar year contract to fiscal year contract. January through June 2014 as prorated = \$37,271 (13/14 Budget) and July 2014 through June 2015 = \$95,865 (14/15 Budget).

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**Attachments**

Harris Contract

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HARRIS SYSTEMS USA, INC.

MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (this "Agreement") is made and entered into on **January 1, 2014** ("Effective Date") by and between HARRIS SYSTEMS USA, Inc., and **COCHISE COUNTY ASSESSOR, AZ** ("Licensee").

1. DEFINITIONS.

1.1 "Purchase Order" has the meaning set forth in Section 2.

1.2 "Licensed Software" means the proprietary HARRIS SYSTEMS USA, INC. software (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order.

1.3 "Business Unit" means the specific county division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.4 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

2. PURCHASE ORDERS.

2.1. Licensee may issue to HARRIS SYSTEMS USA, INC. written Purchase Orders identifying the Licensed Software (as defined below) and services Licensee desires to obtain from HARRIS SYSTEMS USA, INC. (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that the initial version of each Purchase Order shall be generated by HARRIS SYSTEMS USA, INC.. HARRIS SYSTEMS USA, INC. shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order. HARRIS SYSTEMS USA, INC. may reject a Purchase Order that does not meet the conditions described above by promptly providing to Licensee a written explanation of the reasons for such rejection. In order to be valid, all Purchase Orders submitted by Licensee must be substantially in the form of

Purchase Order attached hereto and shall be executed by authorized representatives of each party prior to taking effect. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

3. LICENSE.

3.1. Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, HARRIS SYSTEMS USA, INC. hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software.

3.2. Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with HARRIS SYSTEMS USA, INC., (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used

under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or recommended by HARRIS SYSTEMS USA, INC.. Licensee acknowledges and agrees that the License is restricted to county operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

#### 4. SERVICES.

4.1. Professional Services. HARRIS SYSTEMS USA, INC. shall provide professional services ("Services") as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order, HARRIS SYSTEMS USA, INC. personnel will perform these Services at the rate and charges set forth in such Purchase Order, plus applicable travel, meal and lodging expenses.

4.2 Maintenance and Support Services. HARRIS SYSTEMS USA, INC. shall provide maintenance and support services ("Maintenance") as described in Purchase Orders to maintain the Licensed Software in compliance with State Property Tax legislation and to provide technical support, Licensed Software updates, and other services as described in Purchase Orders. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to in a maximum of 2 hours from the time the call was placed. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, licensee will be required to pay HARRIS SYSTEMS USA, INC. the entire Maintenance services fees for the period of discontinuance, plus the Maintenance services then commencing.

#### 5. FEES AND EXPENSES.

5.1. In consideration for the License and the Services and Maintenance to be provided by HARRIS SYSTEMS USA, INC., Licensee shall pay the fees as indicated in the applicable Purchase Order. Licensee will pay these fees within thirty (30) days of the date of the invoice, unless otherwise provided in the Purchase Order. Thereafter, all past due balances shall accrue interest at the rate of 1% per month.

#### 6. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1. Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by HARRIS SYSTEMS USA, INC. to Licensee (the "Proprietary Information") are confidential and that HARRIS SYSTEMS USA, INC. has and will have exclusive Intellectual Property Rights in such Proprietary Information. For purposes of this Agreement, "Proprietary Information" shall include all third-party information provided by HARRIS SYSTEMS USA, INC. to Licensee.

Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of HARRIS SYSTEMS USA, INC.'S Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of HARRIS SYSTEMS USA, INC.. Except as otherwise expressly set forth in any Purchase Order, HARRIS SYSTEMS USA, INC. shall own all right, title, and interest in and to all Deliverables that are written or created by HARRIS SYSTEMS USA, INC. personnel alone or jointly with Licensee or third parties in connection with this Agreement. "Deliverable" shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.2. Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to HARRIS SYSTEMS USA, INC.. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.3. Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of HARRIS SYSTEMS USA, INC. confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis,

subject to all restrictions imposed by this Agreement. Demonstrating the capability of the system to competing appraisal districts, competing vendors, and/or competing agents shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.4. HARRIS SYSTEMS USA, INC. agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. HARRIS SYSTEMS USA, INC. agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to HARRIS SYSTEMS USA, INC.'s employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement.

6.5. The provisions of this Section 6 apply to the Licensed Software as originally delivered by HARRIS SYSTEMS USA, INC. and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.6. Licensee agrees to assist HARRIS SYSTEMS USA, INC. in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with HARRIS SYSTEMS USA, INC. in any litigation that HARRIS SYSTEMS USA, INC. determines is reasonably necessary to protect the Proprietary Rights.

6.7. The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages.

## 7. INDEMNITY.

7.1 TO THE FULLEST EXTENT PERMITTED BY LAW, HARRIS SYSTEMS USA, INC. AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COCHISE COUNTY, A BODY POLITIC, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AGENTS OR OTHER OFFICIALS (HEREINAFTER "COUNTY") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, COURT COSTS, OR OTHER ALTERNATE DISPUTE RESOLUTION COSTS (INCLUDING SETTLEMENT), ARISING OUT OF OR RESULTING FROM THE TERMS OF THIS AGREEMENT, PROVIDED THAT ANY SUCH LOSS, CLAIM, DAMAGE OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY THE ACTUAL OR ALLEGED NEGLIGENT ACTS, ERRORS OR OMISSIONS OF HARRIS SYSTEMS USA, INC, OR ANYONE FOR WHOSE ACTS HARRIS SYSTEMS USA, INC. MAY BE LIABLE.

7.2 This indemnity does not apply to, and HARRIS SYSTEMS USA, INC. will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than HARRIS SYSTEMS USA, INC. unless approved in writing by HARRIS SYSTEMS USA, INC.; (ii) modifications made by HARRIS SYSTEMS USA, INC. at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3 If an infringement claim arises, or in HARRIS SYSTEMS USA, INC.'S reasonable opinion is likely to arise, HARRIS SYSTEMS USA, INC. may at its own expense obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to HARRIS SYSTEMS USA, INC., HARRIS SYSTEMS USA, INC. may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF HARRIS SYSTEMS USA, INC. AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH

RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

8. WARRANTY AND LIMITATION OF LIABILITY.

HARRIS SYSTEMS USA, INC. warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License extended under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for ninety (90) days from delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time. **HARRIS SYSTEMS USA, INC. MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE LICENSED SOFTWARE OR ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. HARRIS SYSTEMS USA, INC. DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, HARRIS SYSTEMS USA, INC. HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE. EXCEPT FOR DAMAGES ARISING FROM THE BREACH OF EITHER PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR THE CONFIDENTIAL OBLIGATIONS SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR DAMAGES IN EXCESS OF ANY AMOUNTS ACTUALLY PAID TO HARRIS SYSTEMS USA, INC. HEREUNDER. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

9. TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until

terminated as provided herein. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31<sup>st</sup> day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, HARRIS SYSTEMS USA, INC. may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to HARRIS SYSTEMS USA, INC. that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay HARRIS SYSTEMS USA, INC. all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, the limitation of liability provisions of paragraph 8, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. HARRIS SYSTEMS USA, INC. acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to HARRIS SYSTEMS USA, INC. of the non-appropriation of public funds. It is expressly agreed that licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

9.3 VOID. The parties agree that where section 10.14 applies, the Agreement does not terminate but is deemed to be void *ab initio* with no clauses of this Agreement surviving.

10. MISCELLANEOUS.

10.1. Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief,

or the workforces of its subcontractors), transportation delays, or acts of God.

10.2. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of HARRIS SYSTEMS USA, INC., and (ii) HARRIS SYSTEMS USA, INC. may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3. This Agreement constitutes the full and complete understanding and agreement of HARRIS SYSTEMS USA, INC. and Licensee and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement will be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

10.4. No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.5. HARRIS SYSTEMS USA, INC. and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.6. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Arizona, without respect to conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of the State and Federal District Courts in Arizona for the commencement or maintenance of any action between the parties arising hereunder. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.7. If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of

law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.8. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.9. The parties may make disclosures regarding this Agreement required by legal, accounting, or regulatory agencies. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by HARRIS SYSTEMS USA, INC.. HARRIS SYSTEMS USA, INC. may disclose Licensee's name on a list of customers.

10.10. This Agreement will become effective only upon execution of this Agreement by an authorized officer of HARRIS SYSTEMS USA, INC. and Licensee.

10.11. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile,

and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to HARRIS SYSTEMS USA, INC. shall be sent to: HARRIS SYSTEMS USA, Inc., 2600 Technology Drive, Suite 900, Plano, TX 75074.

10.12. The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10.14 This Agreement and the rights associated with it are contingent upon the consummation of an Asset Purchase Agreement dated as of September 6, 2013 that will result in Harris Systems USA Inc. obtaining the rights to permit it to provide the licenses and services as described herein. In the event that Harris SYSTEMS USA Inc. does not consummate the transactions contemplated by that certain Asset Purchase Agreement, by and among the parties set forth on the signature pages attached thereto on or before December 15, 2013, this Agreement will be null and void *ab initio* and the Licensee shall have no action, claim or demand against N. Harris Computer Corporation OR HARRIS SYSTEMS USA Inc. or any other person as a consequence of such event and the Licensee would have no corresponding obligations.

10.15 Each party warrants pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B) that they do not have scrutinized business operations in Iran or Sudan.

10.16 Both parties agree that the Legal Arizona Workers Act Compliance A.R.S. §41-4401 may apply to this Agreement, and to the extent of its application, Harris Systems USA Inc. hereby warrants that it will at all times during the term of this Agreement comply with all state and federal immigration laws applicable to Harris Systems USA, Inc. and its employees, and with the requirements of A.R.S. § 23-214 (A). Harris Systems USA Inc. shall further ensure that each subcontractor who performs work under this contract on behalf of Harris Systems USA, Inc. will likewise comply with all applicable state and federal immigration laws. Failure to comply with this provision shall constitute a material breach of the contract.

Licensee reserves the right to inspect relevant contractor and subcontractor records to verify compliance with the foregoing.

10.17 This contract is subject to the cancellation provisions of A.R.S. §38-511 incorporated herein by reference.

10.18 Source Code Escrow. Harris Systems USA, Inc. agrees that, commencing not later than thirty (30) days following the consummation of this Agreement, then for a period from the date of consummation and continuing at all times during the term of the licenses granted to LICENSEE hereunder, Harris Systems USA, Inc. shall maintain a third party escrow account for the current and any subsequently improved Source Code. The escrow arrangement shall be in form and substance acceptable to LICENSEE and Harris Systems USA, Inc. LICENSEE shall be entitled to access the Source Code if Harris Systems USA, Inc. or any successor or assign of Harris Systems USA, Inc. (i) enters into Chapter 7 bankruptcy, is declared insolvent or a receiver is appointed, or (ii) no longer provides support and maintenance services related to the Licensed Software and the Licensee has purchased and paid for support and maintenance services during the term during which support and maintenance services were provided. In the event of a release of the Source Code from the escrow under the conditions specified above, the following additional terms and conditions shall apply:

a. LICENSEE shall be entitled to use and modify the Source Code (and create derivative works thereof); and

b. Except as expressly provided herein, all of the remaining terms of this Agreement (including without limitation, the limits contained in the license granted hereunder, and the constraints on distribution or communication of the Confidential Information) shall survive the release of the Source Code from Escrow. The Licensee shall, however, not be able to provide the Licensed Software, the source code and any derivate work thereof to a third party that would be considered to be a resale, sublicense or bureau use thereof. Upon release of the source code as specified herein, Licensee shall have no further obligation to pay the service and licensing fees specified in this agreement and purchase order.

LICENSEE shall pay the fees and costs for the standard setup and maintenance of Iron Mountain Escrow Services applicable to the escrow account required by this Section. HARRIS SYSTEMS USA, Inc. shall allow several Arizona counties that utilize the same software to share in maintaining a single escrow, if allowed by the escrow agent – Iron Mountain data storage. If Licensee decides to discontinue the escrow specified herein, the remainder of this agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**HARRIS SYSTEMS USA, INC.**

Address: 2600 Technology Drive, Ste 900  
Plano, Texas 75074

By: \_\_\_\_\_  
Name: Dean deVilleneuve  
Title: Executive Vice President

**COCHISE COUNTY BOARD OF SUPERVISORS,  
AZ**

Address: 1415 Melody Lane  
Bisbee, AZ 85603

By: \_\_\_\_\_  
Name: Ann English  
Title: Chairman

APPROVED AS TO FORM

  
\_\_\_\_\_  
Office of the County Attorney

**Purchase Order 1  
Maintenance**

This Purchase Order 1 ("Purchase Order") to the HARRIS SYSTEMS USA, INC. Master License and Services Agreement ("Agreement") is effective as of December 1, 2013 ("Effective Date") by HARRIS SYSTEMS USA, Inc., and **COCHISE COUNTY ASSESSOR, AZ** ("Licensee") pursuant to the terms of the Agreement. Capitalized terms used but undefined in this Purchase Order shall have the meanings assigned to them in the Agreement.

1. HARRIS SYSTEMS USA, INC. will provide the following Maintenance services as of the Effective Date:
  - A. Unlimited phone, internet, and email support during normal business hours for four (4) contacts.
  - B. Licensed Software updates as needed to stay in compliance with relevant legislation, as determined by HARRIS SYSTEMS USA INC.
  - C. General product enhancements provided to all Maintenance customers.
2. Licensee shall be invoiced annually with payment due on or before July 1 for the following year's Maintenance services. The Maintenance fees for the Initial Term (as defined below) shall be the pro rata amount of HARRIS SYSTEMS USA, INC.'s set Maintenance fee for the then current year.
3. Payment of the Maintenance fees are required to be paid by Licensee as specified in the Agreement. Payment of the Maintenance fee is due within thirty (30) days after the receipt of HARRIS SYSTEMS USA, INC.'s invoice by Licensee.
4. Annual Maintenance fees for the period January 1 2014 through June 30<sup>th</sup> 2014 are set forth below and are prorated based on the current support terms ending March 30<sup>th</sup> 2014. Proration of Maintenance fees are based on a 3 month proration from April 1<sup>st</sup> 2014 to June 30<sup>th</sup> of 2014.

Product	Annual Fee	Fee / Proration	Due Date
Apex Support	\$ 3,851.10	\$ 962.78	JAN 1, 2014 (3 mo. Proration Apr to Jun)
Oracle Support	\$ 1,866.70	\$ 466.68	JAN 1, 2014 (3 mo. Proration Apr to Jun)
RealWare Support	\$ 70,977.76	\$ 17,744.44	JAN 1, 2014 (3 mo. Proration Apr to Jun)
Matix	\$ 0	\$ 0	Pending Configuration
M&S Cost Tables	\$ 15,080.65	\$ 15,080.65	JAN 1, 2014
M&S Admin Costs	\$ 3,016.13	\$ 3,016.13	JAN 1, 2014
<b>Total Maintenance</b>	<b>\$ 94,792.34</b>	<b>\$ 37,270.67</b>	

- 4A. Payment for all maintenance services between July 1<sup>st</sup> 2014 through June 30<sup>th</sup> 2015:

Product	Annual Fee	Fee / Proration	Due Date
Apex Support	\$ 3,851.10	\$ 3,851.10	July 1, 2014 (Jul to Jun 2015)
Oracle Support	\$ 1,866.70	\$ 1,866.70	July 1, 2014 (Jul to Jun 2015)
RealWare Support	\$ 70,977.76	\$ 70,977.76	July 1, 2014 (Jul to Jun 2015)
Matix	\$ 0	\$ 0	Pending Configuration
M&S Cost Tables	\$ 15,974.74	\$ 15,974.74	JAN 1, 2015
M&S Admin Costs	\$ 3,194.95	\$ 3,194.95	JAN 1, 2015
<b>Total Maintenance</b>	<b>\$ 95,865.25</b>	<b>\$ 95,865.25</b>	

5. The Maintenance term shall begin immediately either (i) once the Licensed Software is in production where the Licensed Software is being installed or (ii) as of the Effective Date where the Licensed Software has previously been installed, as applicable and continue for a period ending at the end of the day on June 30<sup>th</sup> or December 31<sup>st</sup>, whichever is applicable, of the then current year ("Initial Term"). Upon expiration of the Initial Term (except where the Initial Term expires in accordance with section 6, in which case this Purchase Order shall automatically renew for the Final Term) or a Final Term (as defined below), this Purchase Order shall automatically renew for successive periods of one (1) year ("Subsequent Terms") on January 1<sup>st</sup> of the subsequent year and ending at the end of the day on June 30<sup>th</sup> or December 31<sup>st</sup>, whichever is applicable, of the same year unless either party provides the other party with written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then current term that such term will not be renewed. Where such notice is not provided, the payment for the Maintenance fee related to each Subsequent Term is due by January 1<sup>st</sup> or July 1<sup>st</sup> of the relevant Subsequent Term, and Licensee shall be obligated to pay the Maintenance fee for the entire Subsequent Term.
6. Where Section 4 or Section 4A states that a term that does not end on June 30<sup>th</sup> or December 31<sup>st</sup>, then such terms shall all be deemed to be Initial Terms. Following the last renewal of such an Initial Term, HARRIS SYSTEMS USA, INC. shall invoice Licensee for the remaining period of time from the end of the Initial Term for a period ending at the end of the day on June 30<sup>th</sup> or December 31<sup>st</sup>

whichever is applicable, for the then current year (the "Final Term"). Thereafter, the terms of section 5 shall apply to each Subsequent Term.

7. In the event a material change in legislation requires a substantial amount of development effort by HARRIS SYSTEMS USA, INC., as determined by HARRIS SYSTEMS USA, INC. in its sole discretion, HARRIS SYSTEMS USA, INC. reserves the right to impose a one-time Legislative Compliance Fee which shall be a "commercially reasonable" fee that is in addition to the Maintenance fee detailed above and which may invoiced at any time during the Initial Term or any Subsequent Term, but no more than once in any given term. A substantial legislative change would be any change that requires more than 250 (two-hundred-fifty) hours to complete. The provisions of subsection 1 b to this Purchase Order apply to any legislative change requiring less than 250 (two-hundred-fifty) professional service hours to complete.
8. After the Initial Term, maintenance fees may be adjusted with 180 days' notice unless this Purchase Order specifies the pricing of any Subsequent Term.

IN WITNESS WHEREOF, the parties have executed this Purchase Order as of the Effective Date.

**HARRIS SYSTEMS USA, INC.**

Address: 2600 Technology Drive  
Ste. 900  
Plano, Texas 75074

By: \_\_\_\_\_  
Name: Dean deVilleneuve  
Title: Executive Vice President

**COCHISE COUNTY BOARD OF SUPERVISORS, AZ**

Address: 1415 Melody Lane, Building G  
Bisbee, AZ 85603

By: \_\_\_\_\_  
Name: Ann English  
Title: Chairman

APPROVED AS TO FORM

  
\_\_\_\_\_  
Office of the County Attorney

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/25/2014

Courthouse Addition/Alteration

**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. 14-29-FAC-03 to Sunsites Construction for the construction of an Addition and Alteration of JP6 Courthouse in the amount of \$174,010.14.

**Background:**

IFB 14-29-fac-03 was released on February 5, 2014. The bid was advertised in the Arizona Range News on February 12 & 19, 2014 and posted on Public Purchase. Forty three (43) contractors were notified via Public Purchase and two plan rooms were notified of the project. A pre-bid meeting/job walk was held on February 19,2014.

Two bids were received prior to the bid closing date and time of March 12, 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:**

JP6 will continue to do business in the current building as configured.

**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:** 174,010.14

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1: 316-0960-455.000

**Fund Transfers**

**Attachments**

Courthouse Addition and Alteration

Bid Tabulation

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**COCHISE COUNTY  
PROCUREMENT DEPARTMENT**

**ON BEHALF OF  
JUSTICE COURT 6**



**INVITATION FOR BIDS No. 14-29-FAC-03  
For  
COURTHOUSE ADDITION AND ALTERATION  
JP 6 – BOWIE, AZ**

**Job Walk Date:  
FEBRUARY 19, 2014 AT 1:00 P.M. LOCAL TIME**

**Submittal Deadline:  
MARCH 12, 2014 AT 4:00 P.M. LOCAL TIME**

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**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.**

## 2.1 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 COURTHOUSE ADDITION AND ALTERATION as per the technical specifications and plan set provided in this solicitation. This project is located in Bowie, Arizona.

A job walk will be held on February 19, 2014 at 1:00 P.M. local time, Contractors should meet at Justice Court 6 located at 201 N. Central Avenue, Bowie, Arizona 85605. 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.

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](mailto: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](http://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.

2.8 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.

2.9 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.

2.10 All costs associated with the preparation of the submittal shall be borne by the offeror.

2.11 All submittals shall remain firm and fixed for a period of sixty (60) days following the closing date for the receipt of submittals.

2.12 All submittals, whether selected or rejected, shall become the property of Cochise County and will not be returned.

2.13 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.

2.14 **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)

- c. **Contract:** The legal agreement executed between Cochise County, Arizona, and the Contractor, specifically Cochise County Contract No. IFB 14-29-FAC-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.
- f. **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”)
- i. **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.

#### 3.2 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)**

#### **4.0 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). 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**

It shall be the Bidders responsibility to obtain and pay for all permits.

#### **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.

#### **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

#### 4.0 SCOPE OF WORK (continued)

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.
- b. 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.
- c. 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.
- d. 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.

##### 5.4 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.

## **5.14 GENERAL TERMS AND CONDITIONS (continued)**

### **5.5 Legal Remedies:**

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

### **5.14 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**).

### **5.14 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.

### **5.14 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.

### **5.14 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.

### **5.14 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 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.

## 5.0 GENERAL TERMS AND CONDITIONS (continued)

### 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.

### 5.18 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.

## 5.0 GENERAL TERMS AND CONDITIONS (continued)

### 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.

### 5.24 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.

## 5.0 GENERAL TERMS AND CONDITIONS (continued)

### 5.26 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.

### 5.29 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.

### 5.36 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.

## 5.0 GENERAL TERMS AND CONDITIONS (continued)

- 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.

### 5.38 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.

### 6.3 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.

## 6.0 SPECIAL TERMS AND CONDITIONS (continued)

### **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.

### **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.

### **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.

### **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.

### **Insurance Requirements:**

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

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

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

**6.0 SPECIAL TERMS AND CONDITIONS (continued)**

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

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The County of 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

- a. 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.

**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.

**6.0 SPECIAL TERMS AND CONDITIONS (continued)**

- 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.

**6.15 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.

**6.16 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.

**6.17 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.

- 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.

**6.18 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.

**6.19 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](http://www.cochise.az.gov)

### **CONTRACT FOR CONSTRUCTION SERVICES**

## **COURTHOUSE ADDITION AND ALTERATION**

### **Agreement No. IFB 14-29-FAC-03**

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

#### **I. SCOPE OF WORK**

This Contract is for services described in the original solicitation IFB 14-29-FAC-03 shall be completed as per the plans and technical specifications incorporated therein.

#### **II. 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.

#### **III. 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.

#### **IV. 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.

#### **V. 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.

**VI. 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.

**VII. 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.

**VIII. 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.

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**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**

**2.4.1** 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.

3.4.2 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.

3.4.3 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.

4.1.4 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.

- 4.1.5 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.
- 4.4.4 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.

- 4.4.5 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.
- 4.4.6 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.
- 4.8.2 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.

**4.8.3** 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.

**4.11.6** 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.
- 5.1.3 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.
- 5.1.4 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.

**5.2.6** 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**

9.1.1 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.

**9.5.2** 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 extend 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**

- 11.2.1** 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:**

---

Arlethe Rios  
Clerk of the Board

**ATTACHMENT B**



**OFFER COVER LETTER**

**IFB NO. 14-29-FAC-03**

**COURTHOUSE ADDITION AND ALTERATION**

The undersigned, having carefully read and considered the Invitation for Bid to provide all material, labor, equipment and transportation required to construct the Firearms COURTHOUSE ADDITION AND ALTERATION 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. 14-29-FAC-03**

**COURTHOUSE ADDITION AND ALTERATION**

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.
6. 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.
8. 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.
10. 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 14-29-FAC-03 – COURTHOUSE ADDITION AND ALTERATION

BASE BID: COURTHOUSE ADDITION AND ALTERATION				
ITEM NO.	DESCRIPTION	UNIT	QTY	PRICE
1	Demolition and Site Clearing			
2	Foundation and Slab on Grade			
3	Concrete Sidewalks			
4	Exterior Wall Framing, Furring and Sheathing			
5	Masonry (modify front/rear wall)			
6	Roof Framing and Sheathing			
7	Roofing Addition			
8	Repair Existing Roof			
9	Entrance Canopies			
10	Exterior Doors			
11	Windows			
12	Roof and Wall Insulation			
13	Interior Doors			
14	Acoustic Ceiling			
15	Drywall			
16	Cabinets and Countertops			
17	Interior Painting			
18	Exterior Stucco			
19	Floor Finishes & Wall Base			
20	Plumbing (including fixtures & water heater)			
21	HVAC			
22	Relocate Utilities			
23	Temporary Electric			
24	Electric (including lights, switches, receptacles, etc.)			
25	General Conditions, Overhead & Profit, Bond, Insurance			
26	Supervision, Project Manager, Coordination			

27	Other-			
28	Subtotal			
29	AZ Sales Tax			
30	Permits	EA	1	\$1,500.00

**GRAND TOTAL BASE BID \$**  
**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 COURTHOUSE ADDITION AND ALTERATION – IFB 14-29-FAC-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 14-29-FAC-03 – COURTHOUSE ADDITION AND ALTERATION 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 COURTHOUSE ADDITION AND ALTERATION project, IFB 14-29-FAC-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 COURTHOUSE ADDITION AND ALTERATION project, IFB 14-29-FAC-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**

Plans and Specifications are a separate document and is available for download.

**IFB 14-29-FAC-03 Courthouse Addition/Alteration**

<b>Contractor</b>	<b>Base Bid</b>
<b>Sunsites Construction</b>	\$174,010.14
<b>Cochise Tech &amp; Electrical</b>	\$207,207.00

**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/25/2014  
CCT Benefits  
**Submitted By:** Kelley Jones, Human Resources  
**Department:** Human Resources  
**Presentation:**

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS** 2  
**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:**

Approve the funding for the proposed schedule of benefits and rates adopted by the Cochise Combined Trust for fiscal year 2014-2015.

**Background:**

Cochise County has been a participating entity in the Cochise Combined Trust (CCT) since July 1, 2002. The Cochise Combined Trust has been administered through Erin Collins & Associates. Beginning July 1, 2013, AmeriBen became the third party administrator for the CCT after being awarded the contract through the request for proposal (RFP) process for a new TPA. Since July 1, 2002, the Board of Supervisors has approved, with the exception of FY 2006-2007, to absorb the increases in the health insurance premiums and have not increased the employees' contribution to the health insurance. The employees had a slight decrease in health insurance premiums in FY 2007-2008 and continue to pay that same premium. Based on the information received from the Trust administrators, they project an increase in the overall health insurance costs to the County of approximately \$290,000 (\$149,421 health insurance, \$97,500 PPACA and \$44,000 dental insurance) for FY 14/15. As a result of past years' performance of the Trust, approximately \$2.5 million is in reserves. Given this reserve amount, the County Administrator is recommending increasing the per member rate, but not increasing the amount paid into the Trust by either the County or employees. In essence, employees applying for coverage under COBRA and retirees would see an increase in their contribution amounts. A portion of CCT reserves would be used to cover the projected shortfall. On February 28, 2014 at their annual retreat, Cochise Combined Trust (CCT) board members voted unanimously to approve and adopt the FY 2014-2015 CCT annual schedule of benefits and rates. Beginning July 1, 2014, Minnesota Life will be awarded the contract through the request for proposal (RFP) process to administer the life insurance benefit plan for the CCT which will be replacing the current life insurance company, Standard Life Insurance. The overall savings to the County and employees will be approximately \$31,000 annually. All County policy holders will be grandfathered in with the same amount of life insurance coverage currently in force as of June 30, 2014. Based on the dental insurance actuary information received from the Trust administrators, they project an increase in the overall dental costs to the County employees of approximately \$44,000 for FY 14/15. This translates into an increase of approximately 14%. The County Administrator is recommending the use of CCT surplus to cover the increase in the per member rate but not increasing the amount paid into the Trust by employees. Effective July 1, 2014, the Sheakley Flexible Medical Benefit plan will implement the new rollover option of \$500 annually which will eliminate the extended plan year through September 15th. On June 30, 2015, participating employees will be able to rollover up to \$500 of their flexible medical balance into the next plan year eliminating the "use it or lose it" clause.

**Department's Next Steps (if approved):**

The County's open enrollment process will commence April 2, 2014 through April 30, 2014 with the changes in the benefits to take effect July 1, 2014. Employees will be notified during open enrollment of all benefit changes effective July 1, 2014 to include the change to the life insurance and Sheakley FSA programs.

**Impact of NOT Approving/Alternatives:**

Should the BOS not approve the increase in rates, the amount paid by employees on COBRA and Retirees would not cover the cost of their insurance and in essence the County would subsidize the difference of approximately \$965.

**To BOS Staff: Document Disposition/Follow-Up:**

None

**Budget Information**

*Information about available funds*

**Budgeted:**  **Funds Available:**  **Amount Available:** \$7,657,825.00  
**Unbudgeted:**  **Funds NOT Available:**  **Amendment:**

**Account Code(s) for Available Funds**

1: 501-1400-1450-9-426.903

**Fund Transfers**

**Fiscal Year:** 2014-2015

**One-time Fixed Costs? (\$\$\$):**

**Ongoing Costs? (\$\$\$):**

**County Match Required? (\$\$\$):**

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**

**Source of Funding?:**

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

501-1400-1450-9-426.903 \$7,657.825.00

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**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting**

**Meeting Date:** 03/25/2014

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 Report

LPC Minutes

COUNTY SUPERVISORS ASSOCIATION  
LEGISLATIVE POLICY COMMITTEE  
AGENDA  
March 14, 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) Approval of the Minutes of the March 7, 2014, Legislative Policy Committee Meeting (previously distributed)
- B) Budget Update – There is heightened attention on the budget moving into next week. The process has been somewhat accelerated following an expression of disappointment by the Governor (via her Chief of Staff) that the legislature is not further along in its budgeting negotiations. The House and Senate offer differing approaches to drafting a budget, with the Senate and President Biggs drafting a budget that contains little to none “new spending” requests and does not contain the Governor’s priorities, and the Speaker in the House attempting to address some of his members budget priorities, but does not address any of the Governor’s priorities. In response, it appears that the Senate may be ready to move on its budget proposal next week. What will follow is one of three options for the House: Amend and send it back to the Senate for consideration, or pass it out un-amended and send it up to the Governor where it most certainly would be vetoed. As committees wrap up, we’re watching for budget negotiations to get jump-started next week.
- C) CSA Legislative Agenda
- 1) [HB 2149 state parks; SLIF fund distribution](#) (Borrelli) – Budget issue
  - 2) [HB 2218 fire districts reorganization elections](#) (Fann) – Pending Government and Environment on Thursday
  - 3) [HB 2224 sale of fireworks; counties](#) (Fann) – failed in House Public Safety, Military and Regulatory Affairs 2 – 5 – 0 on February 19<sup>th</sup>.
  - 4) [HB 2240 developmental disabilities; client income; retention](#) (Brophy-McGee) – Senate Health and Human Services Committee Wednesday afternoon
  - 5) [HB 2320 county seals; approval of use](#) (J. Pierce) - awaiting Senate Rules  
[SB 1116 county seal; board approval](#) (McGuire) - awaiting House Government
  - 6) [HB 2531 court-ordered evaluation services; payment](#) (Brophy-McGee) – Awaiting an agenda spot
  - 7) [SB 1271 county liens; abatements](#) (Ward) - was assigned to Senate Government & Environment and not placed on an agenda
  - 8) [SCM 1006 urging Congress; PILT program; funding](#) (Griffin) - passed out of the legislature, was transmitted to the Secretary of State on February 27<sup>th</sup> and was sent to the President, the Vice President (the President of the Senate), the Speaker of the House and the entire Arizona delegation.
- D) Legislative Bills for Discussion Updates
- 1) [SB 1316 financial reporting; political subdivisions](#) (S. Pierce) - is the ATRA bill that prohibits counties from adopting a general fund budget above the prior year’s budget, if their financial audit is not completed by a state deadline. CSA held a stakeholder meeting with ATRA, the Auditor General, and several county Finance Directors to hear about the problem and possible paths forward. Several ideas came out of that meeting from the Finance Directors and the Auditor General’s office including:

- Aligning the state deadlines with national practices and federal deadlines.
- Providing training through the OAG for Finance staff
- Developing a list of retired OAG or contract auditors for part time assistance, if needed

After that meeting, the next step was to sit down with the sponsor and ATRA to talk about how to move forward. The meeting was originally scheduled for this past Monday, but was delayed until Wednesday. On Tuesday of this week, ATRA sent us a proposed amendment they had already sent to the sponsor. That amendment did a couple of things:

- A County has until October 31 (April 30 with a filed extension) to file their completed financial audit with the Auditor General
- Failure to meet this deadline would require the county to file a form with the Speaker of the House and President of the Senate stating that the county failed to comply with the statutory timeline.
- The Board must also include a copy of this form with the published budget
- After the form is filed with the Speaker and President, the county has an additional eight months (December 31 of the following year) after the close of the fiscal year to file the audits.
- Failure to meet the December deadline would result in the BOS being prohibited from adopting a general fund budget in the subsequent fiscal year that exceed the amount budgeted in the current fiscal year

We continued to express our concerns to the sponsor that the bill continues to place a penalty on the BOS for something that is not entirely within their control (treasurer, auditors, ect.). When the bill went up for a third read later on that day it failed by a vote of 14-14. A motion was made to reconsider the bill, so the bill is not dead yet, but it is in trouble. We have been working with the Auditor General, and have been and will continue to be willing to work with anyone that wants to improve the efficiency of the audit system.

- 2) [SB 1413 taxes: manufacturers' electricity sales: exemption](#) (Yarbrough) - proposal to exempt the sale of electricity sold to manufactures and smelters from transaction privilege tax continues to move forward. The Governor's Director of Policy, Michael Hunter, and Department of Revenue Officials are meeting with the County Managers on this specific issue directly after LPC. A summary of that meeting is below.

#### Managers Meeting as Related to SB1413

At the County Managers meeting Michael Hunter discussed why the Governors' Office developed this proposal and its importance to the continued efforts to develop the states' economy. Apparently a number of current Arizona manufacturers and manufacturers considering locating in Arizona have provided them input indicating that this tax on electricity used by manufacturers is problematic.

The Department of Revenue staff attending the meeting provided the group with some estimates on how this impacts county revenues. The numbers provided indicate a loss of revenue for counties through the state distribution of sales tax of \$1.5 million, and a total loss of local excise tax revenue of \$2.5 million. However, that \$2.5 million includes both the Maricopa Transportation (MAG) and Pima Transportation (PAG) taxes. Netting out the MAG and PAG transportation taxes reduces the estimated loss to county local excise tax revenue to around \$1.1 million. These estimates include the impact related to smelters. The Department of Revenue staff was able to provide some specific estimates related to the impact on Gila County as associated with the smelters. Since these estimates are related to two specific smelters those numbers were shared only with Gila County and not with CSA staff or the other managers. The Department of Revenue is finishing up estimates on the impact of the proposal on the individual counties. CSA staff is going to send those out as soon as available.

Additionally we indicated to the Governors' Office that we would be developing an approach to present to them to address the revenue issues caused by the bill.

Other

- 3) [HB 2339 firearms; permit holders; public places](#) (Barton) - requires all public building and public events to have metal detection and security personnel in order to deny concealed weapon permit holders entrance into the building, or into an event, with their weapon. The bill further specifies that it is not considered "misconduct involving weapons" by carrying a deadly weapon at a public establishment or event as long as the person possesses a valid concealed weapons permit.

The bill passed out of the House earlier this week, was transmitted to the Senate and is on a Senate Judiciary Committee Agenda for Monday. This bill had appeared to stall last month until it gained traction again this past week.

In 2012 when a similar bill was proposed and vetoed by the Governor, counties were concerned about the costs of increasing and adding to existing security measures in order to continue existing county decisions about gun restrictions in county buildings. (Some counties might just have metal detectors, but not the funding for a full time security guard or vice versa). Two years ago Navajo county estimated a cost of \$1 million for the first year alone and Santa Cruz county estimates it would cost between \$100,000 and \$150,000 per building. OPPOSE

- 4) [HB 2381 assignment of tax liens](#) (Olson) - requires a county, with 900,000 persons (MAR & PMA), to assign a tax lien to an assignee prior to a tax lien sale if the owner of the property authorizes the assignee, and the assignee remits the amount of taxes and other fees due on the property.

Once the Assignee is designated, they are now the successor to the property's interest. This bill would have a financial impact to the counties in so far as the interest the counties would have received up to and including the tax lien sale would now be realized by the assignee. Many counties have expressed concern that at a future point the population threshold will be removed and it will apply to all counties. Currently staff is watching for potential strikers.

- E) Next Meeting Date and Time (Thursday, March 20, 2014, at 10:00 a.m., and then Friday, March 28, at 9:00 a.m.) PLEASE NOTE THE NEXT LPC WILL BE HELD IN CONJUNCTION WITH THE CSA BOARD OF DIRECTORS MEETING
- F) Other Business – SB 1158 (Crandell's fireworks bill) is moving forward with county (and city) carve-out language amended into the bill. CSA will express our opposition to the carve out language. Additionally, the dog licensing issue continues to be relevant. Yesterday staff asked for our language for a strike-everything amendment for next week. CSA staff continues working the issue in order to maintain leverage over individuals that refuse to vaccinate and license their pets.
- G) Adjourn

**COUNTY SUPERVISORS ASSOCIATION  
LEGISLATIVE POLICY COMMITTEE**

*(Teleconference Made Available)*

County Supervisors Association

1905 West Washington

Phoenix, Arizona

**MINUTES**

**March 14, 2014**

**Call to Order:** Mary Rose Wilcox 9:00 a.m.

**Present in Person:**

Mary Rose Wilcox	Maricopa County
David Tenney	Navajo County

**Present Telephonically:**

Barry Weller	Apache County
Ann English	Cochise County
Mandy Metzger	Coconino County
Tommie Martin	Gila County
David Gomez	Greenlee County
Gary Watson	Mohave County
Pete Rios	Pinal County
Manny Ruiz	Santa Cruz County
Tom Thurman	Yavapai County

**Absent:** James Palmer (Graham), D. L. Wilson (La Paz), Sharon Bronson (Pima), Lenore Stuart (Yuma)

**Others present telephonically:** Michael Pastor, John Marcanti, Delwin Wengert, Matt Rudig, Cheryl Sluyter, Kay Gale

**Others present in person:** Rick Bohan, Michelle Hindman, Hunter Moore, Mark Barnes, Travis Lingenfelter, Craig Sullivan, Penny Adams, Todd Madeksza, Kristin Cipolla, Dan Bogert, Yvonne Ortega

President-elect Mary Rose Wilcox advised that President Jim Palmer could not attend today so she would be chairing the meeting.

**Approval of the Minutes**

Penny Adams called roll and a quorum was present. Supervisor David Tenney moved to approve the minutes of the March 7, 2014, Legislative Policy Committee. Supervisor Mandy Metzger seconded the motion and the motion passed unanimously.

**Budget Update**

Craig Sullivan reported there is a heightened focus on the budget process by the House and Senate. The House and Senate differ on their approaches to a draft budget. Senate President Biggs is crafting a budget as close to the current year baseline budget as possible. House Speaker Tobin is attempting to take requests from legislative members to include in his budget plan; however, many of the Governor's items are not being included in the House draft. It is expected for the Senate budget to move next week. In response to Supervisor Tenney, Craig informed the group that the temporary HURF restoration appears to be in both the Senate and House versions, although the dollar amount is unknown, but the Governor remains firm in her opposition to restoring HURF. At the request of President-elect Wilcox, CSA will address a letter to President Biggs reminding him of his assurance to CSA at a prior board meeting that HURF would be included in his budget.

**CSA Legislative Agenda**

Todd provided an update on CSA's legislative agenda. He noted that next week is the last week to hear bills so long committee agendas can be expected.

1. [HB 2149 state parks; SLIF fund distribution](#) (*Borrelli*). The bill has passed out of committee, but hasn't moved out of House Appropriations. The sponsor is working to include it in the budget.
2. [HB 2218 fire districts reorganization elections](#) (*Fann*). Set for a special committee meeting next Thursday.
3. [HB 2224 sale of fireworks; counties](#) (*Fann*). Previously defeated in committee.
4. [HB 2240 developmental disabilities; client income; retention](#) (*Brophy-McGee*). Scheduled for Senate Health and Human Services.
5. [HB 2320 county seals; approval of use](#) (*J. Pierce*) / [SB 1116 county seal; board approval](#) (*McGuire*). HB 2320 is awaiting Senate Final Read. SB 1116 has been transmitted to the House.
6. [HB 2531 court-ordered evaluation services; payment](#) (*Brophy-McGee*). Waiting to be put on a committee agenda.
7. [SB 1271 county liens; abatements](#) (*Ward*). The bill was previously defeated. The bill sponsor has reached out to Mohave County to address their concerns.
8. [SCM 1006 urging Congress; PILT program; funding](#) (*Griffin*). During a presentation in the Senate by the Sheriffs Association, Senator Griffin spoke about this memorial and credited counties for their use of the memorial in Washington as an effective lobbying tool.

### **Legislative Bills for Discussion**

#### Updates

1. [SB 1316 financial reporting; political subdivisions](#). Dan Bogert explained the process that has been occurring with the Arizona Tax Research Association and others. The sponsor had moved the bill forward, but it failed in Third Read. However, a motion to reconsider had been approved. CSA will continue to work with counties about this legislation.
2. [SB 1413 taxes; manufacturers' electricity sales; exemption](#). Mark Barnes explained the bill. The Governor's Office and the Arizona Department of Revenue (ADOR) will be meeting with the County Managers Association today to discuss this legislation. CSA met with the bill sponsor and several key legislators this week; next week CSA will continue discussions to communicate the need to limit the financial impact to counties. At the request of Supervisor Tom Thurman, an e-mail will be sent to counties reporting out on today's meeting with the Governor's Office and ADOR.

#### Other

3. [HB 2339 firearms; permit holders; public places](#). Kristin Cipolla stated the bill passed the House, was transmitted to the Senate and is scheduled for Senate Judiciary next Monday. Supervisor Mandy Metzger moved to oppose HB 2339. Supervisor Ann English seconded the motion. Discussion was held. The motion passed with one in opposition.
4. [HB 2381 assignment of tax liens](#). Dan Bogert reported it was retained on the Committee of the Whole calendar last week. CSA will continue to monitor it.

### **Next Meeting Date and Time**

President-elect Mary Rose Wilcox advised the next meeting will be held in conjunction with the CSA Board of Directors meeting on Thursday, March 20, at 10:00 a.m.

### **Other Business**

Todd Madeksza reported that [SB 1158 NOW: fireworks; permissible use](#) is on a committee agenda next week and CSA will express opposition to it targeting out some counties in its approach.

In response to Supervisor Pete Rios' request, Todd reported on a possible strike everything amendment to a dog bill. He will determine the status of the bill.

President-elect Mary Rose Wilcox requested CSA send thank you notes to the congressional delegation who voted for the Farm bill.

### **Adjournment**

There being no further business, President-elect Wilcox adjourned the meeting at 9:38 a.m.