

**AMENDED AGENDA
COUNCIL HEARS PLANNING & ZONING MATTERS
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, JUNE 27, 2012
6:30 P.M.**

Adding item 8.a

DISCUSSION, CONSIDERATION AND POSSIBLE SELECTION OF TWO CANDIDATES WHO ARE SEEKING ELECTION TO THE ARIZONA MUNICIPAL RISK RETENTION POOL BOARD OF TRUSTEES TO FILL TWO, FOUR-YEAR TERMS THAT EXPIRE IN 2016 AND AUTHORIZATION FOR THE MANAGER (COUNCIL APPOINTED DESIGNATED VOTING REPRESENTATIVE) TO COMPLETE THE CORRESPONDING 2012 TRUSTEE BALLOT BASED ON COUNCIL'S SELECTION. CANDIDATES IN RANDOM ORDER INCLUDE: KAREN DAINES, CITY OF SEDONA, JESUS "RUDY" RODRIQUEZ CITY OF COTTONWOOD, JACKIE WALKER, CITY OF KINGMAN, JEAN POE, TOWN OF BUCKEYE, TERRY A. MCDONALD, CITY OF EL MIRAGE, AND ALLEN MUMA, TOWN OF JEROME. Staff Resource: Russ Martin.



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WEDNESDAY, JUNE 27, 2012
6:30 P.M.**

Note: Council member Bruce George may attend the meeting telephonically.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Work Session – June 13, 2012
 - b) **Set Next Meeting, Date and Time:**
 - 1) July 4, 2012 at 6:30 p.m. – Regular Session – **CANCELLED**
 - 2) July 18, 2012 at 6:00 p.m. – Special Session – Budget
 - 3) July 18, 2012 at 6:30 p.m. – Regular Session
 - 4) July 25, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters
5. **Council Informational Reports.** Council reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
6. **Call to the Public for items not on the agenda.**
7. **Discussion, consideration, and possible award of bid and authorization to execute the contract documents for the Hollamon Street Improvement Project, Community Development Block Grant #100-11.** Staff Resource: Ron Long
8. **Public Hearing, followed by discussion, consideration, and possible approval of Ordinance 2012-A384, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona: a Text Amendment to the Town of Camp Verde Planning & Zoning Ordinance Part 2, Section 203 (Use Districts), 203.G (C2), 203.H (C3), 203.J (M1), and 203.K (M2). This amendment will add language under "Permitted Uses and Structures" to include microbreweries and wineries**
Staff Resource: Mike Jenkins
- 8.a **DISCUSSION, CONSIDERATION AND POSSIBLE SELECTION OF TWO CANDIDATES WHO ARE SEEKING ELECTION TO THE ARIZONA MUNICIPAL RISK RETENTION POOL BOARD OF TRUSTEES TO FILL TWO, FOUR-YEAR TERMS THAT EXPIRE IN 2016 AND AUTHORIZATION FOR THE MANAGER (COUNCIL APPOINTED DESIGNATED VOTING REPRESENTATIVE) TO COMPLETE THE CORRESPONDING 2012 TRUSTEE BALLOT BASED ON COUNCIL'S SELECTION. CANDIDATES IN RANDOM ORDER INCLUDE: KAREN DAINES, CITY OF SEDONA, JESUS "RUDY" RODRIQUEZ CITY OF COTTONWOOD, JACKIE WALKER, CITY OF KINGMAN, JEAN POE, TOWN OF BUCKEYE, TERRY A. MCDONALD, CITY OF EL MIRAGE, AND ALLEN MUMA, TOWN OF JEROME.** Staff Resource: Russ Martin.

9. **Call to the Public for items not on the agenda.**

10. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

11. **Adjournment**

Posted by: W Jones Date/Time: 6-26-2012 9:00 a.m.
Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.



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MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
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11. **Adjournment**

Posted by: *V Jones* Date/Time: *6-27-2012* *8:45 a.m.*
Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

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H. A. J.

DRAFT
MINUTES
WORK SESSION
MAYOR and COMMON COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, JUNE 13, 2012
5:00p.m.

1. Call to Order

The meeting was called to order at 5:00 p.m.

2. Roll Call

Mayor Burnside, Vice Mayor Kovacovich, Councilors Whatley, George, Jones and German were present; Councilor Baker was absent.

Also Present: Town Manager Russ Martin, Public Works Director Ron Long, and Recording Secretary Margaret Harper.

3. Pledge of Allegiance

The Pledge was led by German.

4. Vamshi Yellisetty of JACOBS will review the Planning Assistance for Rural Areas (PARA) Study and seek Council input and expectations. The study will examine traffic flows and queuing at SR 260 & Goswick Way and the tri-intersection business corridor of Main Street, Finnie Flat Road and Montezuma Castle Highway. Staff Resource: Ron Long

There was no action taken.

Ron Long introduced Vamshi Yellisetty of JACOBS and Justin Feek, Program Manager, ADOT, and briefly outlined the proposed study which would include options of installing signals or roundabouts. Long said the funding through NACOG, with the Town of Camp Verde matching funds in amount of 5.7% of the total. Justin Feek commented on the excellent application submitted by Ron Long which influenced the award of the funding.

Vamshi Yellisetty gave a Power Point presentation on the purpose and objectives of the Study, the corridor, the Study work plan and schedule. During the discussion with the members following the presentation, Mr. Yellisetty further explained the Study schedule that will include presenting updates to the public beginning sometime in October, again in February, with completion of the Study in March. The Council will receive the updates prior to those meetings, and will be kept informed throughout the program.

5. Discussion, consideration, and possible support of the following proposed resolutions as submitted for consideration by the League of Arizona Cities and Towns Resolution Committee for the League's 2013 Legislative Program. Staff Resource: Russ Martin

- **Requests that ARS §36-1606, concerning consumer fireworks regulation; state preemption; further regulation of fireworks by local jurisdiction, be amended to allow an incorporated city or town and a county within the unincorporated areas of the county to regulate the sale and use of permissible consumer fireworks. Submitted by the City of Prescott**
- **Requests that ARS §34-603C1e, concerning the use of the procurement or final list for qualification based selection processes; allow the use of such final list until a contract for construction is entered into. The Agent may pursue negotiations for pre-construction services with other persons on the list provided that the agent shall not in that procurement recommence negotiations or enter into a contract for the construction or professional services covered by the final list with any person or firm on the final list with whom the agent has terminate negotiations. Submitted by the City of Sedona**
- **Requests that HB2826, Consolidated Elections, which was signed into law on May 14, 2012 be repealed. This law modifies the consolidated election dates for political subdivision,**

preempting all local laws, ordinances, and charter provisions that are contrary to the consolidated election schedule and only allows elections in the fall of even numbered years. Submitted by the City of Sedona

- **The resolution supports legislation mandating the covering of loose materials in trucks, trailers, and other open bed vehicles when these vehicles are traveling on State highways. Requiring the covering of loose materials will limit falling debris, improving the aesthetics on our roadways; reduce a negative environmental impact from foreign materials being inadvertently deposited on roadways; mitigate unsecured debris falling from vehicles and interfering with other driver's safe navigation of the highways; and will reduce potential hazards overall to other users of the highway.** Submitted by the City of Sedona
- **All municipalities to receive credit for excess solar generation beyond that needed at publicly owned sites where the solar generation may occur, and apply that credit to power consumption at other city, town, or county sites/facilities.** Submitted by the City of Sedona
- **This resolution requests that ARS §9-441.01 be amended to exempt cities and towns of less than a certain population from requiring that the local governing body adopt a resolution declaring specific portions of the jurisdiction a "housing development area" for the purpose of assisting with the acquisition, construction, or rehabilitation of housing.** Submitted by the City of Sedona
- **Urges the legislature to support economic development of cities and counties by encouraging cooperation and collaboration between them to bring economic development into the area and by increasing access to new tools for cities and counties.** Submitted by the City of Yuma
- **Amend Arizona Revised Statutes Title 13 (Criminal Code) to include criminal damage by graffiti and ensure that restitution for graffiti includes all costs of a victim associated with graffiti abatement.** Submitted by the City of Yuma

The following resolutions have sufficient sponsorship:

- **Urges the legislature to stop future sweeps of Highway User Revenue Funds allocated to Arizona cities and towns, to restore HURF funding to FY 2008 levels, and to repay the cities the amounts swept since 2008.** Submitted by the City of Yuma
- **Urges the legislature to amend ARS §39-121.01 regulating requests for public records that are overbroad or abusive.** Submitted by the City of Yuma
- **Urges the legislature to partner with cities and towns for the operation and maintenance of Arizona State Parks (ASP) under long-term leases, for a nominal amount, and to participate financially by providing for a dedicated funding mechanism to share a portion of the costs.** Submitted by the City of Yuma

Town Manager Martin said he believed there is support for most of the subject Resolutions, and proposed addressing only some particular ones, making Council decisions, and leaving the rest alone at this time. He added that there will be an opportunity to address those later when the League prepares the final packet. The members generally agreed to support the following Resolutions: ARS 34-1606, concerning fireworks regulation; ARS 34-603c1e, concerning procurement; HB2826, Consolidated Elections; and the resolution regarding operation and maintenance of Arizona State Parks. Burnside reminded the members that they will have the opportunity to instruct him regarding support or non-support of all of the Resolutions presented by the League Resolution Committee in the final packet for the League's 2013 Legislative Program.

6. **Discussion, consideration, and possible direction to staff relative to the Draft FY 2012/13 Tentative Budget.**

Martin said he was asking Council to review his recommended figures and to fill in the "Council Proposed" column, to be considered next week, at which it will still be possible to make adjustments. Martin confirmed that the Tentative Budget can still be adjusted, either increased or decreased; the Final Budget has the ceiling. Burnside added, for the record, that at the next Council meeting the members will have an opportunity to vote on the Tentative Budget, and if approved, the Clerk will follow the required time schedule beginning with the public hearing; the Town must have an approved budget by July 1st.

The members discussed each page in detail with Martin; the differences between the amounts requested by the departments and the amounts recommended by the Manager, and the proposed 2-1/2 % COLA. The Council generally approved the figures reflected on each page, with the following changes: **Pg. 9:** Town Manager, increase Public Relations to \$1,000; **Pg. 11,** Clerk's Office, increase Office Supplies to \$1,800; **Pg.13,** Finance, increase Consulting Services to \$15,000; **Pg. 19,** Economic Development, Incubator Feasibility Study, leave same, with two members objecting (Burnside, for the record, questioned whether the study would get stuck on the shelf; Martin said he would do his best to see that it is continued), and add \$10,000 to Fort Verde Operations; **Pg. 51,** Marshal's Department, Uniform Allowance, increase to \$22,500; **Pg. 67,** Children's Recreation, will change to (\$5,500) as discussed at Pg. 94; **Pg. 82,** HURF Fund, Street Construction, correct figure to \$50,000; **Pg. 94,** YAN Gaming Fund, \$7,000 to the Camp Verde Senior Center, reduce Children's Recreation to \$2,500, with \$500 going to the Library; **Pg. 97,** Martin advised that the final donation is being made from the Mary Lyon's Trust; he will have the interest number updated.

At the close of the meeting, Martin said staff will try to post the adjusted figures as soon as possible tomorrow; if there are any questions, let him know.

7. **Adjournment**

On a motion by Jones, seconded by George, the meeting was adjourned at 8:39 p.m.

Bob Burnside, Mayor

Margaret Harper, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 13TH day of June 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2012.

Debbie Barber, Town Clerk



Agenda Item Submission Form – Section I

Meeting Date: June 27, 2012

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation

Requesting Department: Public Works

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): Discussion, consideration and possible award of bid and authorization to execute contract documents for the Hollamon Street Improvement Project, Community Development Block Grant #100-11 (CDBG)) between the Town of Camp Verde and (Green Sheet), the lowest responsive bidder.

List Attached Documents: Vol I Project Manual 62 (Pages) Vol II Project Manual (22 Pages)

Estimated Presentation Time: N/A – Consent Agenda

Estimated Discussion Time: N/A Consent Agenda

Reviews Completed by:

- Department Head: Ron Long Town Attorney Comments:

Finance Department

Fiscal Impact: The Hollamon Street Project is funded through CDBG #100-11 and the HURF, Road Construction account

Budget Code: Amount Remaining: 09-481-46-433515: \$358,390 20-000-20-871000: \$46,064

Comments: The majority of the project will be covered with funding from the CDBG; any funds required in excess of the Grant have been set aside for in the HURF Street Construction account specifically for the completion of this project, (exact amount to be updated with **Green Sheet**)

Background Information:

- December 16, 2009: Council directed staff to notify NACOG to proceed with the SSP application for the Hollamon Street project.
- February 3, 2010: Second Public Hearing for selecting projects to submit to the FY 2009 State Special Projects Funds and FY 2010 Regional Account for Community Development Block Grant Funds. Proposed projects 1) Hollamon Street Improvement Project, 2) Senior Center Renovations Project, and 3) Head Start Playground

Improvement Project

- May 19, 2010: Staff was directed to amend the Community Development Block Grant application to include the Hollamon Street project only.
- November 17, 2010: Approved technical assistance contract with NACOG for administration services relative to CDBG – Hollamon Street project
- May 18, 2011 Work Session: Discussion regarding the proposed parking lot located at 44 W Hollamon Street
- July 20, 2011: Directed staff to prepare documentation relative to an exchange of land between the Town and owner of parcel 404-22-007B (Kyllingstad) at the northwest corner of Main and Hollamon Streets in order to facilitate the final design of the Hollamon Street sidewalk and bring back to Council for final approval.
- October 5, 2011: Authorized staff to prepare necessary paperwork to complete the exchange of land on Hollamon Street, parcel 404-22-007B (Kyllingstad). Authorized Mayor to execute all necessary paperwork (not included in the packet)

The improvement project will begin on Hollamon at Main Street, going west to 6th Street. An agreement for land exchange between the Town and the Owner of the Verde Café has been reached that will allow the sidewalk, curb/gutter and public parking to be constructed on the North side of Hollamon. Street improvements include a Right turn lane from Hollamon on to Main St., with a roll curb and a bike lane on the South side of Hollamon St. **Update via Green Sheet Regarding Title Documentation**

Recommended Action (Motion): Move to approve the Agreement and authorize the Mayor to execute the Agreement for the Hollamon Street Improvement Project #100-11 between the Town of Camp Verde and **__Green Sheet _____**

Instructions to the Clerk: Obtain signatures on Hollamon Street Improvements Project 100-11

TOWN OF CAMP VERDE

CDBG GRANT #100-11

PROJECT MANUAL VOLUME I

Bid Documents for HOLLAMON STREET IMPROVEMENTS

MAY, 2012

Project Contacts:

Town of Camp Verde
Ron Long, Engineer/PW Director
473 South Main Street, Suite 102
Camp Verde, AZ 86322
(928) 567-0534 x129

Northern Arizona Council of Governments
Isabel Rollins, NACOG
221 North Marina Street, Suite 201
Prescott, AZ 86301
(928) 778-2692

**TOWN OF CAMP VERDE
HOLLAMON STREET IMPROVEMENTS
CDBG CONTRACT #100-11**

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BID SCHEDULE AND SPECIAL PROVISIONS ARE IN THE PROJECT MANUAL VOLUME II.

PLANS AND SPECIFICATIONS ARE COMPRISED OF 5 SHEETS

**REQUEST FOR BIDS
(Advertisement)
CAMP VERDE HOLLAMON STREET IMPROVEMENTS**

The Town of Camp Verde has been awarded a federal Community Development Block Grant (CDBG) from the Arizona Department of Housing for HOLLAMON STREET IMPROVEMENTS and will accept bids from qualified firms registered with the Arizona Registrar of Contractors to perform the following services: Install curbs and gutters on the north and south side of Hollamon Street between Main and 6th Streets; install ADA compliant sidewalks on the north side of Hollamon Street between Main and 6th Streets; construct approximately 2,000 linear feet of AC pavement.

Bidding documents may be examined and plans and specifications may be obtained beginning June 4 at the following plan rooms:

Central Arizona Plan Exchange (CAPE), 905 Cove Parkway, Ste. 103, Cottonwood, AZ 86326, 928-646-9070, (fax) 928-639-2726; OR (CAPE), 345 North Arizona Avenue, Prescott, AZ 86301, 928-445-7101, (fax) 928-445-4744.

Copies of the Project Manual, including plans and specifications, can be obtained upon payment of \$32.00 per set. Plans can also be viewed on the Camp Verde website at www.cvaz.org. (See Public Works page)

All bids must be on a lump-sum basis. Segregated bids will not be accepted.

There will be a **MANDATORY** pre-bid conference and site inspection on June 13, 2012, beginning at 10:00 a.m. Interested bidders should meet at Camp Verde Public Works office at 395 S. Main Street, Camp Verde, AZ 86322, (928) 567-0534.

Bids must be sealed, labeled "Hollamon Street Improvements", and delivered to Camp Verde Public Works office at 395 S. Main Street, Camp Verde, AZ 86322, no later than **3:00 p.m. on June 26, 2012**. Faxes are not acceptable. Late bids will be returned unopened.

Correspondence, questions, and/or clarifications of the bidding procedure should be directed to: Isabel Rollins, NACOG, 221 North Marina Street, #201, Prescott, AZ 86301; by phone at (928) 778-2692; or email to: irollins@nacog.org.

Correspondence, questions, and/or clarifications concerning the plans or specs should be directed to: Ron Long, Camp Verde Public Works, 395 S. Main Street, Camp Verde, AZ 86322, (928) 567-0534, or email to: deb.ranney@campverde.az.gov.

Minority, woman-owned and disadvantaged businesses are encouraged to submit. The Town may waive informalities in the bids, may negotiate with any and all bidders, and may reject all bids if it is deemed in the best interest of the Town.

Camp Verde Journal: Wednesday, June 6
Camp Verde Bugle: Friday June 1, Sunday June 10

**TOWN OF CAMP VERDE
INVITATION TO BID
HOLLAMON STREET IMPROVEMENTS
Camp Verde, Arizona**

The Town of Camp Verde hereinafter also referred to as Town, through a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) from the ARIZONA DEPARTMENT OF HOUSING will accept bids from qualified firms or individuals registered with the Arizona Registrar of Contractors to perform the following services:

PROJECT DESCRIPTION

This federally funded project consists of the installation of curbs and gutters on the north and south side of Hollamon Street between Main and 6th Streets; ADA compliant sidewalks on the north side of Hollamon Street between Main and 6th Streets; and approximately 2,000 linear feet of AC pavement, as outlined in the plans and specifications.

SCOPE OF WORK

The Contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the project known as the Hollamon Street Improvements for the Town of Camp Verde, as called for in the Specifications and Drawings. The successful proposer will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable Davis Bacon/Federal Labor Standards, and other requirements of the Arizona Department of Housing, CDBG Program. The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

PROPOSALS

To be considered, *one (1) original and two (2) copies* of the proposal must be provided and in accordance with the attached Instructions to Bidders.

Bids must be sealed, labeled "Hollamon Street Improvements", and delivered to Camp Verde Public Works office at 395 S. Main Street, Camp Verde, AZ 86322, no later than 3:00 p.m. on June 26, 2012. At 3:05 p.m. all bids received will be opened and the amount of the total bid and alternates read aloud. Failure of the proposer to complete all of the bid documents may result in rejection of the proposal.

A bid security in the form of a certified check, cashier's check, or bid bond in the amount of 10% of the bid shall accompany each proposal. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to the Town of Camp Verde. Said bid security shall be considered liquidated damages and shall be forfeited to the Town of Camp

Verde in the event the proposal is accepted and the successful bidder fails to execute the CONTRACT and furnish the required bonds within ten (10) working days after the notice of bid award.

The Town will conduct a **Mandatory pre-bid conference and site inspection on June 13, 2012**, beginning at 10:00 a.m. Interested bidders should meet at the Camp Verde Public Works Building, 395 South Main Street, Parks and Recreation Conference Room, Camp Verde, (928) 567-0534.

The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

If information of a material matter is provided in response to any correspondence or question, or if a clarification is issued by the engineer or the Town, a copy of the question and answer will be provided to all prospective bidders who have requested a set of plans. This response shall serve as an addendum to the advertised call for bids and become part of the Town's approved plans.

Bidding documents may be examined and plans and specifications may be obtained beginning June 4, 2012 at the following plan rooms:

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Minority, woman-owned and disadvantaged businesses are encouraged to submit. The Town may waive informalities in the bids, may negotiate with any and all bidders, and may reject all bids if it is deemed in the best interest of the Town.

Instructions to Bidders

Proposers are requested to keep the narrative portion of their proposal (responses to Contractor's Qualification Statement) to no more than ten (10) pages. The proposal is to contain all information listed and in the order listed on the proposal cover sheet, which is included in this solicitation. Submit one original and two copies of the proposal which shall be sealed and filed at the time and place indicated in the Invitation to Bid. Proposers must adhere to the following:

1. Utilizing the form provided, complete the Contractor's Qualification Statement, being certain to include the following information:
 - a. Include information concerning the firm's experience in the past five years in the construction of public works facilities, specifically identifying projects funded with federal dollars subject to Davis-Bacon. List the most representative projects. Be certain to include information on how to contact the owner as these references will be verified during the scoring process.
 - b. Please identify the project team (owner, construction supervisor, bookkeeper, etc.) and crew make-up by classification (carpenter, concrete finisher, laborer, etc.). Remember to submit short resumes of the key personnel.
 - c. Provide a list of current major project commitments by the firm.
2. Utilizing the form provided, identify subcontractors and material suppliers. No change of the subcontractors named therein will be made unless first approved in writing by the Town.
3. Provide a detailed timeframe for project completion (use your own format).
4. Utilizing the forms provided, submit the LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, and ~~LS-3 Subcontractors' Certification for any subcontractors~~. These forms are to be signed by the owner or corporate officer of the firm.
5. Utilizing the form provided, submit the signed Certifications. This form is to be signed by the owner or corporate officer of the proposer.

Bid Security, Performance Bond and Payment Bond

The proposal guarantee shall be in the form of a certified or cashier's check, upon a solvent bank or a surety bond for ten (10%) percent of the amount of the bid.

The Contractor will be required to provide a Performance Bond and Payment Bond, equal to one hundred (100%) percent of the Contract amount. No substitution or other form of bond will be allowed.

Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable to the *Town of Camp Verde* and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

Insurance

The Contractor shall purchase and maintain, during the contract time, insurance as listed in the Contract. The Contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the Town of Camp Verde.

The certificate of insurance shall name as additional insured the Town of Camp Verde and NACOG. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona, or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

Additionally, the Contractor will be required to purchase and maintain Worker's Compensation insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

- a. Worker's Compensationstatutory
- b. Protective Bodily Injury..\$1,000,000 each occurrence and annual aggregate
- c. Personal Property..... \$1,000,000 each occurrence and annual aggregate
- d. Automobile Bodily Injury \$1,000,000 each occurrence and annual aggregate
and Property Damage

Award of the Contract

The Town of Camp Verde reserves the right to reject any and all bids and to award the Contract to other than the low bidder with good cause. The Town further reserves the right to waive any informality or irregularities in the bidding process. Additionally, the bidder recognizes the right of the Town to reject a bid if the bidder failed to furnish the data required by the bidding documents or if the bid is in any way incomplete or irregular.

Each bidder shall be prepared to provide evidence of his/her experience, qualification, and financial ability to carry out the terms of the Contract.

All bids shall remain firm for a period of thirty (30) calendar days after the date of the bid opening. Proposals may not be modified after submittal. Bidders may withdraw proposals at any time prior to bid opening. No proposal may be modified or withdrawn after the bid

opening except where the Award of the Contract has been delayed more than thirty one (31) days.

The Contractor to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date of receipt of the contract documents. In case of failure of the bidder to execute the Contract, the Town may consider the bidder in default, in which case the bid Bond accompanying the proposal shall become the property of the Town.

Notwithstanding any delay in the preparation and execution of the formal Contract, each bidder shall be prepared to commence work within seven (7) days of receipt of the Notice to Proceed.

Protest Procedure

Bid protests shall be submitted in writing to: Town Clerk, Town of Camp Verde, 473 South Main Street, Suite 102, Camp Verde, Arizona 86322, within 72 hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, NACOG, Project Manager, or others, the Town will respond to the protest. The Town reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

PROCUREMENT OF CEMENT AND CONCRETE CONTAINING FLY ASH

Subpart A-Purpose, Applicability and Definitions

Sec.

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- 249.02 Designation.
- 249.03 Applicability
- 249.04 Definitions.

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- 249.11 Recommendations for contract specifications.
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- 249.13 Recommendations for fly ash content and mix design.
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Subpart C-Purchasing

- 249.20 Recommendations for bidding approach.
- 249.21 Recommendations for reasonable price.
- 249.22 Recommendations for reasonable competition.
- 249.23 Reasonable availability.
- 249.24 Recommendations for time-phasing.

Subpart A-Purpose, Applicability and Definitions

§ 249.01 Purpose.

(a) The purpose of the guideline is to assist procuring agencies in the procurement of cement and concrete which contain fly ash., in accordance with Section 6002(e) of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended ("RCRA" or "Act") (42 U.S.C. 6962).

(b) This guideline contains recommendations for implementing Section 6002 requirements, including revision of specifications, purchasing, phasing-in of requirements, and certification procedures. The Agency believes its recommendations provide a flexible approach to meeting the statutory requirements, while still maintaining the intent of RCRA. The Agency is of the opinion that adherence to the guideline

constitutes compliance with the statute.

§ 249.02 Designation.

Cement and concrete, including concrete products such as pipe and block, containing fly ash is hereby designated by EPA as a product area for which affirmative procurement actions are required on the part of procuring agencies, under the requirements of Section 6002 of RCRA.

§ 249.03 Applicability.

(a) This guideline applies to all procuring agencies and to all procurement actions involving cement or concrete where the procuring agency purchases, in total, \$10,000 or more worth of cement or concrete during the course of a fiscal year, or where the quantity of such items purchased during the preceding fiscal year was \$10,000 or more. EPA leaves the precise method of calculating or estimating the applicability of this provision to specific construction activities of a procuring agency at the discretion of that agency.

(b) Procurement actions covered by this guideline include all purchases for cement or concrete made directly by a procuring agency or by any person directly in support of work being performed for a procuring agency, as in the case of general construction contractors and/or subcontractors.

(c) Such procurement actions also include any purchases of cement or concrete made "indirectly" by a procuring agency, as in the case of purchases resulting from grants, loans, funds, and similar forms of disbursements of monies which the procuring agency intended to be used for construction.

(d) The guideline does not apply to purchases of cement and concrete which are unrelated to or incidental to Federal funding, i.e., not the direct result of a contract, grant, loan, funds disbursement, or agreement with a procuring agency.

§ 249.04 Definitions.

As used in this guideline:

(a) "Act" or "RCRA" means the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901 et seq.

(b) "Construction" means the erection or building of new structures, or the replacement, expansion, remodeling, alteration, modernization, or extension of existing structures. It includes the engineering and architectural surveys, designs, plans, working drawings, specifications, and other actions necessary to complete the project.

(c) "Contract specifications" means the set of specifications prepared for an individual construction project, which contains design, performance, and material requirements for that project.

(d) "Federal agency" means any department, agency, or other instrumentality of the Federal Government, any independent agency or establishment of the Federal Government including any Government corporation, and the Government Printing Office (Pub.L. 94-580, 90 Stat. 2799, 42 U.S.C. 6903).

(e) "Fly ash" means the component of coal which results from the combustion of coal, and is the finely divided mineral residue which is typically collected from boiler stack gases by electrostatic precipitator or mechanical collection devices.

(f) "Guide specification" means a general specification - often referred to as a design standard or design guideline - which is a model standard and is suggested or required for use in the design of all of the construction projects of an agency.

(g) "Implementation" means putting a plan into practice by carrying out planned activities, or ensuring that these activities are carried out.

(h) "Material specification" means a specification that stipulates the use of certain materials to meet the necessary performance requirements.

(i) "Person" means an individual trust, firm, joint stock company, Federal agency, corporation (including a government corporation), partnership, association, State, municipality, commission, political subdivision of a State, or any interstate body.

(j) "Procurement item" means any device, goods, substance, material, product, or other item whether real or personal property which is the subject of any purchase, barter, or other exchange made to procure such item (Pub.L. 94-580, 90 Stat. 2800, 42 U.S.C. 6903).

(k) "Procuring agency" means any Federal agency, or any State agency or agency of a political subdivision of a State which is using appropriated Federal funds for such procurement, or any person contracting with any such agency with respect to work performed under such contract (Pub.L. 94-580, 90 Stat. 2800, 42 U.S.C. 6903).

(l) "Recovered material" means waste material and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process (Pub.L.

94-580, 90 Stat. 2800, 42 U.S.C. 6903, as amended by Pub.L. 96-482).

(m) "Specification" means a clear and accurate description of the technical requirement for materials, products, or services, which specifies the minimum requirement for quality and construction of materials and equipment necessary for an acceptable product. In general, specifications are in the form of written descriptions, drawings, prints, commercial designations, industry standards, and other descriptive references.

Subpart B - Specifications

§ 249.10 Recommendations for guide specifications.

(a) Each procuring agency should assure that its guide specifications do not unfairly discriminate against the use of fly ash in cement and concrete. Each procuring agency should:

(1) Revise specifications, standards, or procedures which currently require that cement and concrete contain virgin materials to eliminate this restriction.

(2) Revise specifications, standards, or procedures which prohibit using recovered materials (particularly fly ash) in cement and concrete to eliminate this restriction.

(b) Guide specifications should require that contract specifications for individual construction projects or products allow for the use of fly ash, unless fly ash use is technically inappropriate for a particular construction application.

(c) Referenced specifications which are maintained by national organizations, such as the American Association of State Highway and Transportation Officials (AASHTO), the American Concrete Institute (ACI), and the American Society for Testing and Materials (ASTM) should be reviewed and modified, if necessary, to remove any discrimination against the use of fly ash in cement and concrete.

(d) Guide specifications should be revised, if necessary, within six months after the effective date of this guideline, to incorporate the recommendations of paragraphs (a) through (c) of this section.

§ 249.11 Recommendations for contract specifications.

(a) Each procuring agency which prepares or reviews "contract" specifications for individual construction projects should revise those specifications to allow the use of cement and

concrete which contain fly ash as an optional or alternate material for the project in accordance with §249.20, except as noted in paragraph (b) of this section.

(b)(1) Notwithstanding the above, procuring agencies should not revise contract specifications to allow the use of fly ash if it can be determined that, for a particular project or application, reasonable performance requirements for the cement or concrete will not be met, or that the use of fly ash would be inappropriate for technical reasons.

(2) The determination under this paragraph should be documented by the procuring agency, design engineer/architect, or other responsible person, based on specific technical performance information. Legitimate documentation of technical infeasibility for fly ash can be for certain classes of applications, rather than on a job-by-job basis. Agencies should reference such documentation in individual contract specifications, to avoid extensive repetition of previously documented points. However, procuring agencies should be prepared to submit such documentation to scrutiny by interested persons, and should have a review process available in the event of disagreements.

(c) Each procuring agency should assure that contract specifications reflect the provisions of paragraphs (a) and (b) of this section by reviewing the contract specifications for any individual construction project before awarding the contract. Procuring agencies are reminded that the statutory requirements apply to projects which are contracted for directly, as well as those projects directly performed under the provisions of grants, loans, funds or similar forms of disbursement.

(d) All contract specifications issued after one year from the effective date of this guideline should meet the provisions of this section.

§ 249.12 Recommendations for material specifications.

(a) Each procuring agency should make maximum use of existing voluntary consensus standards and Federal material specifications for cement and concrete which contain fly ash. These are:

- (1) Cement.
 - (i) ANSI/ASTM C595 - "Standard Specification for Blended Hydraulic Cements."
 - (ii) Fed. Spec. SS-C-1960/4B - "Cement, Hydraulic, Blended."
 - (iii) ANSI/ASTM C150 - "Standard Specification for Portland Cement" and Fed. Spec. SS-C-1960/Gen. are appropriate specifications when fly ash is used as a raw material in the

production of cement.

(2) Concrete.

(i) ANSI/ASTM C618 - "Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete."

(ii) Fed. Spec. SS-C-1960/5A - "Pozzolan, For Use in Portland Cement Concrete."

(iii) ANSI/ASTM C311 - "Standard Methods of Sampling and Testing Fly Ash and Natural Pozzolans for use as a Mineral Admixture in Portland Cement Concrete."

(b) Only fly ash which, as a minimum, meets ASTM standards should be used, unless a procuring agency has developed sufficient expertise to use non-specification fly ash for particular applications.

§249.13 Recommendations for fly ash content and mix design.

(a) This guideline does not specify a minimum or maximum level of fly ash content for any uses, due to variations in fly ash, cement, strength requirements, costs, construction practices, etc. However, replacement rates of fly ash for cement in the production of blended cement generally do not exceed 20% to 30%, although fly ash blended cements may range from 0%-40% fly ash by weight, according to ASTM C595, for cement Types IP and I(PM). Fifteen percent is a more accepted rate when fly ash is used as a partial cement replacement as an admixture in concrete.

(b) Information on fly ash and concrete mix design is contained in the "References" section of this guideline. These sources should be consulted in the design and evaluation of the proper mix ratio for a specific project. In general, the concrete mix is adjusted by adding fly ash, while decreasing cement, water, and fine aggregate. The fly ash should be checked for compliance with applicable ASTM standards/Federal specifications, and trial mixes should be made to verify compliance of such mixes with specified quality parameters as is typically done for portland cement concrete.

(c) Concrete mix design specifications which specify minimum cement content or maximum water:cement ratios could potentially unfairly discriminate against the use of fly ash. Such specifications should be changed in order to allow the partial substitution of fly ash for cement in the concrete mixture, unless technically inappropriate. Minimum cement contents and maximum water:cement ratios may be retained, as long as they reflect the cementitious characteristics which fly ash can impart to a concrete mixture, e.g., by considering portland cement *plus* fly ash as the

total cementitious component.

§249.14 Recommendations for performance standards.

(a) Each procuring agency should review and, if necessary, revise performance standards relating to cement or concrete construction projects to insure that they do not arbitrarily restrict the use of fly ash, either intentionally or inadvertently, unless this restriction is justified on a case-by-case basis, as allowed for in §249.11(b).

Subpart C - Purchasing

§249.20 Recommendations for bidding approach.

(a) EPA recommends that a procuring agency specifically include provisions in all construction contracts to allow for the use, as an optional or alternate material, of cement or concrete which contains fly ash, except as provided for in §249.11(b).

(b) Agencies should adopt appropriate bidding approaches to comply with paragraph (a) of this section. While EPA allows flexibility to procuring agencies in this regard, alternatives which should be considered in adhering to paragraph (a) include:

(1)(i) Revision of contract or guide specifications, as discussed in §§249.10 and 249.11, such that portland cement or concrete and cement or concrete containing fly ash are both considered acceptable materials for the particular construction job. Such an approach allows a contractor to secure award of a contract based on normal bid evaluation procedures. At a later time, the contractor can exercise the option to use or not to use fly ash, subject to normal quality assurance procedures and review and approval of mix designs, materials, etc. by the procuring agency/project engineer.

(ii) This bidding approach may be most useful in procurements where cement or concrete is not the sole material purchased, e.g., as in the case of a solicitation covering all phases of construction of an office building. Under this approach, procuring agencies should put offerors on notice that a specification change has taken place and that they should actively seek out suppliers of cement or concrete containing fly ash.

(2)(i) Solicitation of alternate bids, allowing separate price quotations for either portland cement concrete or concrete containing fly ash. Under this approach, award is made to the successful bidder (typically lowest priced

responsible offeror) for either one or the other of the materials. However, the successful bidder can later revise the selection of materials planned for use, for example, due to technical reasons or material availability, subject to approval of the procuring agency/project engineer.

(ii) This bidding approach may be most useful in procurements where the procuring agency is purchasing cement or concrete separately from other phases of a construction project, thus enabling the agency to evaluate bids for cement or concrete individually and to deal directly with potential suppliers.

(c) Regardless of the method of solicitation used, award should be made in accordance with an agency's customary award procedures, typically to the lowest priced responsible bidder, regardless of whether fly ash is used. In the event that two or more low bids are received which offer different levels of fly ash content, award should be made in accordance with an agency's customary award procedures, typically to the lowest priced responsible offeror. In the case of identical low bids, award should be made to the offeror with the higher level of fly ash content, all other factors being equal.

§249.21 Recommendations for reasonable price.

(a) Procuring agencies should use general procedures, such as those contained in the Federal Procurement Regulations, in determining whether the prices offered are reasonable. This determination should consider the objectives of Section 6002 of RCRA.

(b) Techniques of price analysis (not cost analysis) should be used, as appropriate. (Price analysis is the process of examining and evaluating a prospective price without evaluating the separate cost elements and proposed profit of the individual prospective supplier.) Price analysis may be done in various ways, including:

(1) Comparison of the price quotations submitted.

(2) Comparison of prior quotations and contract prices with current quotations for the same or similar end items, making appropriate allowances for any differences in quantities, delivery time, inflation, etc.

(3) Comparison of prices set forth in published price lists or catalogs.

Cost analysis may be necessary where there is no history or published information upon which to base price analysis.

§249.22 Recommendations for reasonable competition.

(a) Procuring agencies can assume that there is reasonable competition if there is adequate price competition.

(b) Adequate price competition is usually presumed to exist if:

- (1) At least two responsible offerors,
- (2) who can satisfy the purchaser's (e.g., the Government's) requirements,
- (3) independently compete for a contract to be awarded,
- (4) by submitting priced offers responsive to the expressed requirements of a solicitation.

In addition, the reasonableness of prices is a factor which should be evaluated in accordance with §249.21.

§249.23 Reasonable availability.

Procuring agencies should consider cement or concrete which contains fly ash to be reasonably available if it can be delivered in time to successfully perform the job, or if there are no unusual or unnecessary delays expected in its delivery compared to those for portland cement or concrete.

§249.24 Recommendations for time-phasing.

In order to minimize any adverse effects on the marketplace or on the procuring agency in implementing this guideline, the Agency recommends that not later than the beginning of the second year after the effective date of the guideline, all contracts should solicit bids which specifically allow for the use of fly ash, in accordance with the provisions of §249.11 and §§249.20-249.23.

Subpart D - Certification

§249.30 Recommendations for measurement.

(a) The procuring agency should require the supplier to:

- (1) Certify that the percentage of fly ash to be included in the cement or concrete supplied under the contract is in accordance with the amount required by specifications referenced in the solicitation or contract.
- (2) Estimate the percentage of fly ash which will be used in a particular mix design, as well as the quantity of fly ash to be supplied under the contract.

(b) Measurement of fly ash content should be made in accordance with standard industry practice, normally on a weight basis, and stated as

a percentage of the weight of total cementitious material: (fly ash weight/(fly ash weight + cement weight)) = %. This will often be a reflection of either a typical cubic yard of concrete or ton of cement.

§249.31 Recommendations for documentation.

(a) The supplier's certification of fly ash content should not require separate reporting forms, but should make use of existing mechanisms, such as a statement contained in a signed bid document or a mix design proposal.

(b) In cases where the purchase of cement or concrete is not under the direct control of the procuring agency, as in the case of certain indirect purchases, the fly ash content of the cement or concrete purchased and quantity of fly ash used should be made available to the procuring agency.

§249.32 Quality control.

(a) Nothing in this guideline should be construed to relieve the contractor of responsibility for providing a satisfactory product. The certification procedures discussed in §§249.30 and 249.31 are intended to satisfy the certification requirements of Section 6002, and are entirely separate in purpose and format from standard industry quality control and quality assurance procedures. Cement and concrete suppliers are already responsible both for the quality of the ingredients of their product and for meeting appropriate performance requirements, and will continue to be under this guideline. This guideline does not attempt to shift normal industry procedures for assigning responsibility and liability.

(b)(1) Procuring agencies should expect suppliers of blended cement, fly ash, and concrete to demonstrate (through reasonable testing programs or previous experience) the performance and reliability of their product and the adequacy of their quality control programs. However, procuring agencies should not subject cement and concrete containing fly ash to any unreasonable testing requirements.

(2) In accordance with standard industry practice, fly ash suppliers should be required to provide to users a statement of the key characteristics of fly ash supplied. These characteristics include its chemical constituents, loss on ignition (LOI), and fineness of the matter. These characteristics may be stated in appropriate ranges. Other characteristics should be requested as needed by the procuring agency.

(c) Agencies desiring a testing or quality assurance program for cements, blended

cements, or fly ash should contact the U.S. Army Engineer Waterways Experiment Station, P.O. Box 631, Vicksburg, Mississippi 39180.

§249.33 Date recommendations.

Certification of fly ash content should occur at the time of purchase of cement and concrete in accordance with the phasing-in recommendations in §249.24 and §§249.30-249.32.

References

EPA recommends that these documents be used by procuring agencies and those persons wishing to familiarize themselves with issues related to fly ash use.

1. ASTM. Standard specification for fly ash and raw or calcined natural pozzolan for use as a mineral admixture in portland cement concrete. ASTM C618, latest edition. Annual book of ASTM standards, part 14, Philadelphia, PA.
2. ASTM. Standard methods of sampling and testing fly ash or natural pozzolans for use as a mineral admixture in portland cement concrete. ASTM C311, latest edition. Annual book of ASTM standards, part 14, Philadelphia, PA.
3. ASTM. Standard specification for blended hydraulic cements. ASTM C595, latest edition. Annual book of ASTM Standards, part 14, Philadelphia, PA.
4. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Standard practice for concrete. EM-1110-2-2000, with latest changes.
5. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Guide Specification for concrete. CW-03305, with latest changes.
6. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Guide Specification for cast-in-place structural concrete. CW-03301, with latest changes.
7. Frohnsdorff, G., and J.R. Clifton. National Bureau of Standards, 1981. Fly ashes in cements and concretes: technical needs and opportunities NBSIR 81-2239.
8. General Services Administration. Specification for pozzolan for use in portland cement concrete. Federal Specification SS-C-1960/5A.
9. General Services Administration. Specification for blended hydraulic cement. Federal specification SS-C-1960/4B.
10. Gordian Associates, Inc. 1978. Potential for energy conservation through the use of slag and fly ash in concrete. DOE report SAN-1699-T1.
11. Lovewell, C.E., and E.J. Hyland, 1974. A method of proportioning structural concrete mixtures with fly ash and other pozzolans. ACI Committee 211, "Proportioning Concrete Mixes," SP-46-8: pp. 109-140 (with 9 references).
12. Tennessee Valley Authority: Singleton Materials Engineering Laboratory, 1979. Properties and use of fly ash in portland cement concrete. Technical report CR-78-2 (with 11 references).

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BILLING CODE 6560-50-M

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing and Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination, and
- (2)** The classification is utilized in the area by the construction industry, and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will

issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years* thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This

information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice

classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration

transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration makes, offers or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54. 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

(4010.doc)

General Decision Number: AZ120013 03/23/2012 AZ13

Superseded General Decision Number: AZ20100013

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	03/23/2012

CARP0408-005 07/01/2011

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 23.58	8.49

ENGI0428-001 06/01/2010

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 21.95	9.79
Group 2.....	\$ 25.22	9.79
Group 3.....	\$ 26.30	9.79
Group 4.....	\$ 27.33	9.79

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paying & mobile),

Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Flaner, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:

ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive \$0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal \$0.50 per hour over base rate.

IRON0075-004 08/01/2011

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.52	19.35
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles - Add \$4.00		
Zone 3: 100 to 150 miles - Add \$5.00		
Zcne 4: 150 miles & over - Add \$6.50		

LABO0383-002 06/01/2010

	Rates	Fringes
Laborers:		
Group 1.....	\$ 17.61	4.35
Group 2.....	\$ 18.63	4.35
Group 3.....	\$ 19.42	4.35
Group 4.....	\$ 20.51	4.35
Group 5.....	\$ 21.49	4.35

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

PAIN0086-001 04/01/2010

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties).....	\$ 17.85	4.70

ZONE PAY: More than 100 miles from Old Phoenix Courthouse \$3.50 additional per hour.

	Rates	Fringes
CEMENT MASON.....	\$ 19.28	3.99
ELECTRICIAN.....	\$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County.....	\$ 23.17	14.83
Pinal County.....	\$ 20.27	8.35
LABORER		
Asphalt Raker.....	\$ 15.49	3.49
Compaction Tool Operator....	\$ 14.59	2.91
Concrete Worker.....	\$ 13.55	3.20
Concrete/Asphalt Saw.....	\$ 13.95	2.58
Driller-Core, diamond, wagon, air track.....	\$ 16.94	3.12
Dumpman Spotter.....	\$ 14.99	3.16
Fence Builder.....	\$ 13.28	2.99
Flagger		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 12.35	1.59
Formsetter.....	\$ 16.09	3.97
General/Cleanup Laborer		
Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma.....	\$ 14.54	3.49
Grade Setter (Pipeline).....	\$ 17.83	5.45
Guard Rail Installer.....	\$ 13.28	2.99
Landscape Laborer.....	\$ 11.39	
Landscape Sprinkler Installer.....	\$ 15.27	
Pipelayer.....	\$ 14.81	2.96
Powderman, Hydrasonic.....	\$ 16.39	2.58
OPERATOR: Power Equipment		
Asphalt Laydown Machine.....	\$ 21.19	6.05
Backhoe < 1 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.37	3.85
Backhoe < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Clamshell < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Concrete Pump (Truck Mounted with boom only)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 19.92	7.10
Crane (under 15 tons).....	\$ 21.35	7.36
Dragline (up to 10 cu yd)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Drilling Machine		

(including Water Wells).....\$ 20.58	5.65
Grade Checker	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 16.04	3.68
Hydrographic Seeder.....\$ 15.88	7.67
Mass Excavator.....\$ 20.97	4.28
Milling Machine/Rotomill....\$ 21.42	7.45
Motor Grader (Finish-any type power blade)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 21.92	4.66
Motor Grader (Rough)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 20.07	4.13
Oiler.....\$ 18.15	8.24
Power Sweeper.....\$ 16.76	4.44
Roller (all types Asphalt)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.27	3.99
Roller (excluding asphalt)..\$ 15.65	3.32
Scraper (pneumatic tired)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.69	3.45
Screed	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.54	3.72
Shovel < 10 cu yd	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Skip Loader (all types <3 cu yd).....\$ 18.28	5.30
Skip Loader (all types 3 < 6 cu yd)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.64	4.86
Skip Loader (all types 6 < 10 cu yd).....\$ 20.15	4.52
Tractor (dozer, pusher - all)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.26	2.65

PAINTER

Coconino, Maricopa,	
Mohave, Pima, Pinal & Yuma..\$ 15.57	3.92

TRUCK DRIVER

2 or 3 Axle Dump or Flatrack.....\$ 16.27	3.30
5 Axle Dump or Flatrack.....\$ 13.97	2.89
6 Axle Dump or Flatrack (< 16 cu yd).....\$ 17.79	6.42
Belly Dump.....\$ 14.67	
Oil Tanker Bootman.....\$ 22.03	
Self-Propelled Street Sweeper.....\$ 13.11	5.48
Water Truck 2500 < 3900 gallons.....\$ 18.14	4.55

Water Truck 3900 gallons and over.....	\$ 15.92	3.33
Water Truck under 2500 gallons.....	\$ 15.94	4.16

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have been found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

CONTRACTOR CONTRACT

This contract is between, _____(name/address)_____, (referred to in this contract as the CONTRACTOR), warranting itself to be licensed and qualified to perform the work specified herein, and _____(name/address)_____, (referred to in this contract as GRANTEE).

WHEREAS, The Town of Camp Verde is in receipt of a Community Development Block Grant from the Arizona Department of Housing to construct curbs and gutters and ADA compliant sidewalks, and install pavement and pedestrian lighting on Hollamon Street, as outlined in the plans and specifications.

NOW, THEREFORE;
IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

PART I. Specific Terms

1. EFFECTIVE DATE. This Contract shall have no force or effect unless and until executed by the CONTRACTOR and GRANTEE.

A. The Notice to Proceed shall be considered the date that all parties have agreed to and signed this Contract. The date on which the Notice to Proceed is executed shall be referred to as the Effective Date. The CONTRACTOR shall not be compensated under this Contract for work commenced or materials delivered to the Property before the Effective Date. When a properly executed copy of the Notice to Proceed is executed, the CONTRACTOR is bound by this Contract.

2. THE CONTRACT. This Contract consists only of this Part I (Specific Terms), Part II (General Conditions), and the following exhibits:

- | | | |
|--------------------------|---------------------|-------------------------|
| A. Scope of Work | _____not applicable | <u> X </u> applicable |
| B. Notice to Proceed | _____not applicable | <u> X </u> applicable |
| C. Engineered Drawings | _____not applicable | <u> X </u> applicable |
| D. Contractor Bid Packet | _____not applicable | <u> X </u> applicable |
| E. Schedule of Work | _____not applicable | <u> X </u> applicable |

3. TIME FOR COMMENCEMENT AND COMPLETION. The CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Scope of Work within 7 consecutive calendar days after the Effective Date. The CONTRACTOR agrees to complete, free of liens or rights of liens of contractors, mechanics, material men or laborers, all work listed above within _____ consecutive calendar days after the Effective Date of this Contract, subject to extensions approved by GRANTEE in writing for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of the GRANTEE or CONTRACTOR). The CONTRACTOR agrees that time is of the essence in this Contract.

4. CONTRACT PRICE. The CONTRACTOR agrees to accomplish work as described in the Contract Document for a total price of _____ (\$_____), excluding Change Orders.

5. PAYMENTS. Upon submission of a Request for Payment, and upon approval by the GRANTEE of the completed work, GRANTEE shall pay the CONTRACTOR monthly progress payments of ninety percent (90%) of the approved estimate of the work performed during the preceding calendar month, and retain ten percent (10%) until final completion and acceptance of all material, equipment and work covered by the contract, less such amounts as the GRANTEE shall determine for all incomplete work and unsettled claims. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of a Request for Payment, provided said Request for Payment is approved by the GRANTEE. GRANTEE shall not withhold payment to the CONTRACTOR except for non-compliance with the terms of this Contract, and the GRANTEE shall not request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment.

6. WARRANTY. The CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the Property by the CONTRACTOR or the CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to the GRANTEE and subsequent GRANTEES of the Property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the GRANTEE or subsequent GRANTEE(s) shall have notified the CONTRACTOR at the address stated above within two years as required by the Arizona State Registrar of Contractors. Manufacturer warranties will apply to any materials or equipment installed.

7. LIQUIDATED DAMAGES. If the CONTRACTOR fails to complete the work within the time specified in Paragraph 3 of this Contract, or within the time to which such completion may have been extended by the GRANTEE in writing, the CONTRACTOR must pay to the GRANTEE the sum of two hundred and fifty dollars (\$250.00) for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore, which said sum, in view of the difficulty of accurately ascertaining the loss which the GRANTEE will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the GRANTEE will suffer by reason of such delay, and not as a penalty. The GRANTEE will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the GRANTEE, the CONTRACTOR shall be liable to pay the difference upon demand by the GRANTEE.

8. PARTIES TO CONTRACT. The CONTRACTOR and GRANTEE agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that the United States Department of Housing and Urban Development assumes no liability or responsibility whatsoever for the performance of any term of this Contract.

Parties agree to attempt to fully resolve all construction quality of workmanship disputes through the Registrar of Contractors process, and apply and follow through with the contractor's recovery fund for restitution before seeking arbitration. Parties further agree, covenant and consent, that any and all controversies arising out of or in any way relating to the CDBG program, shall be settled solely by arbitration in accordance with the applicable rules of the American Arbitration Association then in effect and any judgment upon the award rendered by the arbitrators may be entered in and be enforceable by any court of competent jurisdiction. It is also provided further that all parties to this agreement hereby covenant and agree that they each shall submit to and be bound by the decision of a three person arbitration panel appointed by the applicable national panel of arbitrators, in accordance with the American Arbitration Association rules for appointment of such panels. In accordance with the rules and provisions of the American Arbitration Association, all parties hereto specifically agree that all arbitration proceedings arising there under shall be held in Yavapai County, Arizona.

IN WITNESS WHEREOF, the Town has caused this instrument to be executed by the Town Manager and attested to by the Town Clerk and to be executed on the day and year indicated below. Contractor has caused this instrument to be executed by a duly authorized representative on the day and year indicated below.

Contractor:

Signature of Contractor Representative

Federal Tax ID Number

Name/Title of Contractor Representative

Date

Town of Camp Verde:

Mayor

Date

Attest:

Town Clerk

Approved as to Form:

Town Attorney

sample

PART II. General Conditions

1. INSURANCE. During the continuance of the work under this Contract, the CONTRACTOR and all subcontractors shall:

A. Maintain workers' compensation and employer's liability insurance in amounts sufficient to protect themselves and the GRANTEE from any liability or damage for injury (including death) to any of their employees, any liability policy shall include coverage for earthquake, landslide, workmanship, during the Contract time and until acceptance of work by GRANTEE.

B. Maintain public liability insurance amounts sufficient to protect themselves and the GRANTEE against all risks of damage or injury (including death) to property or persons wherever located, resulting from any action or operation under this Contract or in connection with the work.

2. ASSIGNMENT. The CONTRACTOR agrees not to assign the Contract without written consent by the GRANTEE.

3. CHANGE ORDERS. The CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of the GRANTEE.

4. PERMITS AND CODES. The CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction, required permit(s) and the Scope of Work shall be posted and available at the job site.

5. HOLD HARMLESS. The CONTRACTOR agrees to defend, indemnify, and hold the GRANTEE harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the CONTRACTOR'S performance of this Contract. The CONTRACTOR further agrees to protect, defend, and indemnify GRANTEE from any claim by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with this Contract.

6. CONDITION OF PREMISES. The CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.

7. LEAD-BASED PAINT. The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR'S performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

8. TERMINATION. The CONTRACTOR agrees that the GRANTEE shall have the right to declare the CONTRACTOR in default if the CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event the GRANTEE shall be responsible for providing written notice to the CONTRACTOR by certified mail of such default. If the CONTRACTOR fails to remedy such default within 15 days of such notice, the GRANTEE shall have the right to select one or more substitute contractors. If the expense of finishing the work exceeds the balance not yet paid to the CONTRACTOR on this Contract, the CONTRACTOR shall pay the difference to the GRANTEE.

9. INSPECTION. The GRANTEE and their designees shall have the right to inspect all the work performed under this Contract. By such inspection, the GRANTEE assumes no responsibility for defective material or work under this Contract or for any breach of this Contract by the CONTRACTOR.

10. EQUAL OPPORTUNITY. The CONTRACTOR agrees to abide by all Federal, State, or County regulations relative to Equal Opportunity to all persons, without discrimination as to race, color, creed, religious, national origin, sex, marital status, age, or status as with regard to public assistance or disability under the requirements of Section 504 of the ADA..

During the performance of this Contract, the CONTRACTOR agrees as follows:

a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religious, sex, marital status, age, disability under section 504 of the ADA, or national origin. The CONTRACTOR will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious, sex, marital status, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religious, sex, marital status, age, disability with regards to Section 504 of the ADA, or national origin.

11. GOOD FAITH EFFORT. The CONTRACTOR agrees to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.

12. DISPUTES. Disputes because of, but not limited to, drawings, workmanship or the Contract documents will be resolved between the GRANTEE, CONTRACTOR, and the Arizona State Registrar's Office or through any other lawful remedies available to each party.

13. CONTRACTOR'S RECORDS. CONTRACTOR agrees to keep and maintain all records arising from or relating to this construction Contract, including, but not limited to, receipts from material suppliers and subcontracts, for a period of five years after the date of close out of the grant or resolution of all audit findings of that grant, whichever occurs last. CONTRACTOR further agrees to allow the Arizona Department of Housing, HUD, and/or the Office of the Inspector General or their designated representatives to have access to all such records for review, monitoring, and audit, during normal working hours.

14. CONTRACTOR'S DOCUMENTS. CONTRACTOR shall keep at the work site a copy of the Contract documents and shall at all times allow them to be available for inspection by GRANTEE staff or designees. All documents in this packet, contracts, plans, and specifications, are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract documents, the CONTRACTOR shall immediately call the matter to the attention of the GRANTEE for furnishing detail instructions.

15. ACCESS TO INFORMATION. It is agreed that all information, data reports, records and plans as are existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the GRANTEE and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the GRANTEE and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract.

16. PROJECT GRANT ADMINISTRATOR. The GRANTEE has designated NACOG as grant administrator. The grant administrator shall be empowered to perform all administrative functions as required for management of the grant and verification of compliance with CDBG requirements.

17. NON-RESPONSIBILITY OF THE GRANTEE. Indebtedness incurred for any cause in connection with this work must be paid by the CONTRACTOR, and the GRANTEE is hereby relieved at all times from any indebtedness or claims other than payments under contract.

18. PROPERTY RIGHTS IN MATERIAL. Nothing in the Contract shall be construed as vesting in the CONTRACTOR any right of property in the materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the GRANTEE upon being so attached or affixed and accepted.

19. ACCIDENT PREVENTION. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

20. CONFLICT OF INTEREST. No officer or employee of the CONTRACTOR may seek or accept any gifts, services, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

21. MISCELLANEOUS PROVISIONS.

A. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

B. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

22. CERTIFICATION REGARDING LOBBYING

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

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

C. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

23. DRUG FREE WORKPLACE

The CONTRACTOR shall maintain a Drug Free Workplace for all employees.

24. IMMIGRATION COMPLIANCE WARRANTY

As required by A.R.S. § 41-4401, CONTRACTOR hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CONTRACTOR further warrants that after hiring an employee, CONTRACTOR verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. If state law is amended, the parties may modify this paragraph consistent with state law.

25. SUDAN/IRAN CLAUSE

CONTRACTOR warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any subcontractor who is contracted by CONTRACTOR to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

26. MISCELLANEOUS LABOR STANDARD REQUIREMENTS

The following information that was included in the Bid Package for this project is a part of this contract.

1. Wage Rate# _____ Mod# _____
2. HUD 4010 and Civil Rights information included in the bid package.
3. Completed LS2, LS3's, LS4's, and LS5's in Labor Standard File.
4. Fly Ash Certification.
5. Contractor's License # ROC Expiration Date _____
6. Insurance.
7. Change Orders.

27. "SECTION 3" COMPLIANCE WITH THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. SCOPE OF WORK

See attached Bidders form and scope of work.

LS-4 PAYROLL REPORT

NAME OF CONTRACTOR ()	OR SUBCONTRACTOR ()	ADDRESS
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
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(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	No. of WH Exe m	(2) WORK CLASSIFICATION	(3) DAY AND DATE							(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS				(8) NET WAGES PAID	
			O r S	HOURS WORKED EACH DAY									FICA	WITH- HOLDING	OTHER	TOTAL DEDUCTIONS		
				1	2	3	4	5	6									7

GRANTEE USE ONLY			
Date Received _____	Date Reviewed _____	Reviewed By _____	CDBG Contract No. _____
Grantee Name: _____			

SECTION 3 FORMS

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS

NACOG will monitor compliance with such provisions and standards on behalf of the Town of Camp Verde. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to NACOG is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to call *Isabel Rollins at (928) 778-2692.*

S3B-1 SECTION 3 ASSURANCE (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within three days of contract award.** Completion of this form provides assurance that the contractor will comply with Section 3 requirements.

S3B-2 ESTIMATED PROJECT WORK FORCE BREAKDOWN (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within three days of contract award.** This form identifies additional positions needed to complete the Section 3 covered project.

S3B-3 SECTION 3 BUSINESS SELF-CERTIFICATION (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package, if applicable.** The bidder completes this form to qualify as a Section 3 business concern.

Grantee: _____ CDBG Contract No.: _____
Activity No.: _____ Activity Name: _____

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS
OR WITHIN 3 DAYS OF CONTRACT AWARD**

SECTION 3 ASSURANCE

1. I, the undersigned, _____, as official representative of _____
(printed name) (contractor)
agree to comply with Section 3 requirements, to include recordkeeping and reporting, for the
_____. It is understood that failure to comply may result in the
(project)
following sanctions: cancellation, termination or suspension of this contract in whole or in part.

2. Prime Contractor

- a. The number of positions needed in this project: _____
Details of occupational categories provided in Attachment A _____ (yes)
- b. The number of these positions to be filled by regular, permanent employees: _____
- c. The number of positions projected to be filled by low income area residents: _____
Details of occupational categories provided in Attachment A _____ (yes)

3. Subcontractors/Vendors

- a. The number of subcontractors projected to be utilized for this project: _____
- b. The number of subcontractors projected to be Section 3 businesses: _____
- c. The number of businesses/suppliers projected to be utilized: _____
Dollar amount: \$ _____
- d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers: _____
Dollar amount: \$ _____

Authorized Signature

Date

S3B-1 (10/96)

Grantee: _____ CDBG Contract No.: _____
Activity No.: _____ Activity Name: _____

SECTION 3 BUSINESS SELF-CERTIFICATION

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS, IF APPLICABLE

A. Basis for Self-Certification

The _____, located at _____
(name of business) (address)

hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(check all applicable)

- 1) _____ 51% or more ownership by Section 3 residents;
- 2) _____ At least 30% of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three years);
- 3) _____ Is committed to subcontracting more than 25% of the total dollars awarded by [grantee] to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Certifications

I, the undersigned, hereby certify that:

- 1) I have the legal authority to make these certifications on behalf of _____;
(name of business)
- 2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;
- 3) This documentation will be made available to the grantee, the Arizona Department of Housing, HUD or its designated representatives, during normal business hours, upon request;
- 4) This documentation will be maintained for at least five years after completion of the requirements of the contract provided by the grantee;
- 5) The information provided in A. above is true and accurate to the best of my knowledge; and
- 6) I am aware that both I and the business identified above, are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

signature

date

printed name

title

S3B-3 (10/96)

Contractor's may use AIA Document A305 - Contractor's Qualification Statement or this form to fulfill the qualification requirements of the bid.

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual

- Joint Venture
- Other

1. How many years has your organization been in business as a general contractor?

2. How many years has your organization been in business under its present business name?
 - a. Under what other or former names has your organization operated?

3. If a corporation, answer the following:
 - a. Date of incorporation:
 - b. State of incorporation:
 - c. President's name:
 - d. Vice-president's name(s):
 - e. Secretary's name:
 - f. Treasurer's name:

4. If an individual or a partnership, answer the following:
 - a. Date of organization:
 - b. Name and address of all partners (state whether general or limited partnership):

5. If other than a corporation or partnership, describe organization and name principals:

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.

7. We normally perform the following work with our own forces:

8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.
10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, Engineer, contract amount, percent complete, and scheduled completion date.
11. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, Engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
12. On a separate sheet, list the construction experience of the key individuals of your organization.

13. Dated at _____
 this _____ day of _____, 20_____.

Name of organization:

By:

Title:

14. _____ being duly sworn deposes and says
 that he/she is the _____
 of _____ Contractor(s), and that
 answers to the foregoing questions and all statements therein contained are true and
 correct.

Subscribed and sworn before me this _____ day of _____, 20_____.

 Notary Public

My commission expires:

**TOWN OF CAMP VERDE
HOLLAMON STREET IMPROVEMENTS
PROPOSAL FORM**

PROJECT IDENTIFICATION: *Hollamon Street Improvements*

CONTRACT IDENTIFICATION AND NUMBER: *CDBG 100-11*

THIS BID IS SUBMITTED TO: *Isabel Rollins, NACOG
221 North Marina Street, #201
P.O. Box 2451
Prescott, AZ 86302*

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the *Town of Camp Verde* in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for 30 days after the day of bid opening. Bidder will sign and submit the Contract with the bonds and other documents required by the bidding requirements within 10 days after the date of Notice of Award.
3. In submitting this bid, bidder represents, as more fully set forth in the Contract, that:
 - a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75-5 and all other applicable state and federal laws, regulations and Executive Orders.
 - d. Bidder acknowledges that the *Town and Engineer* do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the

site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

- e. Bidder has correlated the information known to the bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
 - f. Bidder has provided the *Engineer* written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by *Engineer* is acceptable to bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the *Town*.
- 4. Bidder will complete the work in accordance with the contract documents for the price outlined on the attached bid schedule.
 - 5. Bidder agrees that the work (all or any combination of Activities) will be fully completed and ready for final payment within **60 calendar days** after the effective date of the Notice to Proceed.
 - 6. Bidder accepts the provisions of the Contract as to liquidated damages of **\$250 per day** for each consecutive calendar day in the event of failure to complete the work (all or any combination of Activities) within the times specified in the Contract.
 - 7. The following documents are attached to and made a condition of this bid:
 - a. Required bid Security in the form of _____
 - b. Contractor Qualification Statement and supporting data
 - c. Subcontractor and Material Suppliers List
 - d. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 - e. Certifications

8. Communications concerning this bid shall be addressed to:

Name _____

Address _____

Phone _____

Submitted on _____, 2012.
(Insert date)

State Contractor License No.: _____

If bidder is:

An Individual

By (Signature of Individual):
Typed or Printed Name of Individual:
doing business as:
Business Address:
Phone Number:

A Partnership

By (Firm's Name):
Signature of General Partner:
Typed or Printed Name of General Partner:
Business Address:
Phone Number:

A Corporation

By (Corporation's Name):	(Affix Seal)
State of Incorporation:	
Signature of Authorized Signer:	
Typed or Printed Name of Authorized Signer:	
Business Address:	
Phone Number:	

Grantee: Town of Camp Verde CDBG Contract No: 100-11
Activity No: Activity Name: Hollamon Street Improvements

LS-2 CDBG CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

1. I, the undersigned, am submitting a bid to (**name of grantee**): _____

for the construction of the (**name of project**): _____

and hereby acknowledge that the following items are included in the bid and will also be incorporated by reference into the contract, should I be selected as the contractor for the project.

- a. Labor Standards Provisions (HUD 4010)
- b. Wage Decision # _____ Modification # _____ Bid Open Date _____ and that
- c. the correction of any infractions of the aforesaid conditions, including infractions by any of my subcontractors and any lower tier subcontractors, is my responsibility.

2. I hereby certify that:

- a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
- b. No part of the aforementioned contract is or will be subcontracted to any subcontractor, if such subcontractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. I agree to obtain and forward to the aforementioned grantee, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every subcontractor, preferably prior to or where circumstances do not allow within ten days after the execution of any subcontract, including those executed by his/her subcontractors and any lower tier subcontractors.

4. I hereby acknowledge that I am aware that should I sign a subcontract with a subcontractor or should that subcontractor sign a contract with a lower tiered subcontractor who is found to be ineligible to receive federal funds, I shall subtract such costs from the amount I will bill the grantee.

Grantee: Town of Camp Verde CDBG Contract No: 100-11
Activity No: Activity Name: Hollamon Street Improvements

LS-3. CDBG SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

1. I, the undersigned, having submitted a bid to or having executed a contract with
(contractor or
subcontractor): _____
for (name of
project): _____
for (nature of
work): _____

in the amount of \$ _____ certify that:

- a. The Labor Standards Provisions, (HUD 4010), are included in the aforementioned contract or bid;
 - b. Wage Decision # _____ Modifications # _____ are included in the aforementioned contract or bid;
2. I hereby certify that:
- a. To the best of my knowledge, neither I nor any firm, corporation, partnership or association in which I have a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5, (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor, if such subcontractor or firm, corporation, partnership or association in which such subcontractor has a substantial interest is, to the best of my knowledge, been designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
3. I agree to obtain and forward to the contractor, for transmittal to the grantee prior to or within ten days after the execution of any lower subcontract, a Subcontractor's Certification concerning Labor Standards and Prevailing Wage Requirements, LS 3, executed by the lower tiered subcontractor.
4. I hereby acknowledge that I am aware that should I sign a subcontract with a subcontractor or should that subcontractor sign a contract with a lower tiered subcontractor who is found to be ineligible to receive federal funds, I shall subtract such costs from the amount I will bill the grantee.

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (IF NONE, SO STATE):

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
-------------	----------------	-----------------------------

6. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

- a. Name of Contractor: _____
- b. Signature (in ink): _____
- c. Type or Printed Name: _____
- d. Title: _____
- e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

Approval Use Only	
Subcontractor is eligible to participate in the CDBG funded construction project:	Yes <input type="checkbox"/>
No <input type="checkbox"/>	
Comments: _____	
Person making this determination: (typed or printed name): _____	
Signature _____	
Date _____	
Date grantee or CDBG program notified of determination: _____	
Grantee or CDBG Program notified by: Mail <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	

LS-3.3, 3/2006

CERTIFICATIONS

CIVIL RIGHTS CERTIFICATION

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex, or National Origin.

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.

2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.
3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the CONTRACTOR's non-compliance with any provision of this Contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
SECTION 503

(if contract \$25,000 or over)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**ACCESS TO RECORDS AND RECORDS RETENTION CERTIFICATION
CERTIFICATION FOR CONTRACT, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

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

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit the Town of Camp Verde, NACOG, Arizona Department of Housing (ADOH), U.S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the "official Arizona Department of Housing "Closeout" date of the grant or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST CERTIFICATION

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission, or committee, with the Town of Camp Verde or NACOG.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the Town of Camp Verde or NACOG, that develops at any time during this contract, will be immediately be disclosed to the Town of Camp Verde and NACOG.

**LOBBYING CERTIFICATION
CERTIFICATION FOR CONTRACT, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

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

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

Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

(typed name of official)

(signature of official)

(typed name of firm)

(date)

FLY ASH/CONCRETE CERTIFICATION

The bidder/supplier certifies that the percentage of fly ash in the concrete or cement to be: _____% and is or will be consistent with the amounts required by the EPA Guidelines for Federal Procurement of Cement and Concrete Containing Fly Ash.

(See attached Guideline)

Signature of Contractor

PROPOSAL COVER SHEET

CONTRACTOR: _____

THE FOLLOWING ITEMS MUST BE RETURNED WITH THE BID FOR A COMPLETE BID PACKAGE:

- BID SCHEDULE (2 PAGES) – FROM VOLUME II
- PROPOSAL FORM (4 PAGES)
- BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK
- CONTRACTOR'S QUALIFICATION STATEMENT (3 PAGES) WITH SUPPORTING DATA (NO MORE THAN 10 PAGES)
 - LIST OF MOST REPRESENTATIVE PROJECTS/DAVIS BACON IDENTIFIED
 - IDENTIFICATION OF PROJECT TEAM AND CREW MAKE-UP
 - RESUMES OF KEY PERSONNEL
 - LIST OF CURRENT MAJOR PROJECT COMMITMENTS
- PROJECT SCHEDULE – USE YOUR OWN FORMAT
- SUBCONTRACTOR AND MATERIAL SUPPLIERS LIST (1 PAGE)
- LS-2 CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (3 PAGES)
- ~~LS-3 SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (3 PAGES)~~
(WILL BE DUE WITHIN 10 DAYS OF INTENT TO AWARD)
- CERTIFICATIONS SIGNATURE FORM (1 PAGE)
- FLY ASH / CONCRETE CERTIFICATION SIGNATURE FORM (1 PAGE)

PROVIDE ONE ORIGINAL AND TWO COPIES IN A SEALED ENVELOPE LABELED "HOLLAMON STREET IMPROVEMENTS" NO LATER THAN JUNE 26, 2012 TO:

CAMP VERDE PUBLIC WORKS, 395 S. MAIN STREET, CAMP VERDE, AZ 86322,
(928) 567-0534.

**TOWN OF CAMP VERDE
CDBG GRANT #100-11**

**PROJECT MANUAL
VOLUME II**

**SPECIAL PROVISIONS
For
Town of Camp Verde
Hollamon Street Improvement Project**



May 2012
**TOWN OF CAMP VERDE
CAMP VERDE, ARIZONA**

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SECTION 000 INTRODUCTION

The work embraced herein shall be done in accordance with the requirements of the following:

Maricopa Association of Governments, *Uniform Standard Specifications for Public Works Construction*, most recent edition (MAG Specifications);

Maricopa Association of Governments, *Standard Details for Public Works Construction*, most recent edition (MAG Details);

Town of Camp Verde Engineering Standards, most recent edition;

Arizona Department of Environmental Quality Engineering Bulletins:

American Water Works Association Standards, most recent edition;

Arizona Department of Transportation (ADOT) Standard Specifications and Details, most recent editions.

U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD).

ADOT Specifications were used when the MAG Specifications did not have an applicable specification or when the ADOT Specification was preferable to MAG. The Special Provisions designate when ADOT Specifications shall be substituted for MAG Specifications. Modifications to the MAG Specifications and ADOT Specifications (from here on referred to as the Specifications) are made in the Special Provisions and take precedence over the Specifications as follows: where there is no conflict between the Specifications and the Special Provisions, the Special Provisions are to be construed as being additions to the Specifications. In cases of conflict between the Specifications and the Special Provisions, the Special Provisions are to be construed as supplanting only the conflicting portions of the Specifications.

In the case of conflict, the following order of precedence shall govern:

1. Construction Plans
2. Special Provisions
3. Town of Camp Verde Engineering Standards and Specifications
4. MAG Standards and Specifications
5. ADOT Standards and Specifications
6. Manual of Uniform Traffic Control Devices (MUTCD)

**SPECIAL PROVISIONS
MODIFICATIONS TO THE MAG AND ADOT SPECIFICATIONS**

SECTION 101 ABBREVIATIONS AND DEFINITIONS

101.2 DEFINITIONS AND TERMS:

The work is to be performed for the Town of Camp Verde, located in Yavapai County, Arizona. All references in the specifications to public agencies and officials shall be interpreted as if suitably modified so as to be appropriate to a Town of Camp Verde project.

ENGINEER: Arizona Engineering Company, Flagstaff, Arizona, acting through its duly authorized representative.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:

If requested by the Town, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the Town of Camp Verde with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statement or report shall be certified by a public accountant. At the time of submitting such financial statement or report, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the Town of Camp Verde.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the Town of Camp Verde no later than five (5) days after receipt of a written request by the Town of Camp Verde.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

Unless specified otherwise in the Special Provisions for this contract, all bidders and prime contractors for public works construction shall hold and maintain the license appropriate for the work that each is proposed to provide under the terms of this contract.

102.2 CONTENTS OF PROPOSAL PAMPHLET:

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered material parts of the Contract, whether attached to the Contractor's bid or not.

The Town of Camp Verde reserves the right to refuse to issue to or accept a proposal form from a prospective Bidder for any of the following reasons:

- (A) Failure to comply with any pre-qualification regulations of the Town of Camp Verde, if such regulations are cited, or otherwise included, in the Proposal as requirement for bidding.
- (B) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Town of Camp Verde) at the time the Town of Camp Verde issues the Proposal to a prospective Bidder.
- (C) Contractor has defaulted under previous contract(s) with the Town of Camp Verde.
- (D) Record of unsatisfactory work on previous contract(s) with the Town of Camp Verde.

The prospective bidders may obtain and examine plans, special provisions, and proposal pamphlets at Central Arizona Plan Exchange (CAPE), 905 Cove Parkway, Ste. 103, Cottonwood, AZ 86326, 928-646-9070, (fax) 928-639-2726; OR (CAPE), 345 North Arizona Avenue, Prescott, AZ 86301, 928-445-7101, (fax) 928-445-4744.

Copies of the Project Manual, including plans and specifications, can be obtained upon payment of \$32.00 per set. Plans can also be viewed on the Camp Verde website at www.cvaz.org. (See Public Works page). See Instructions to Bidders for additional information.

102.3 INTERPRETATION OF QUANTITIES IN PROPOSAL:

See Section 109 for additional information concerning interpretation of quantities, measurement of quantities, and payment for work complete.

102.6 SUBCONTRACTORS LIST:

The List of Subcontractors form must be submitted with the Bid and include all subcontractors to be used as well as work noted as being performed by the bidder. Identification of subcontractors after the bids are opened will not be permitted.

102.7 IRREGULAR PROPOSALS:

Proposals shall be considered irregular for the following additional reasons:

- (A) If the Proposal contains unit prices that are obviously unbalanced.
- (B) If the Proposal is not accompanied by the proposal guaranty specified by the Town of Camp Verde.

The Town of Camp Verde reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the Town

of Camp Verde and conforms to local laws and ordinances pertaining to the letting of construction contracts.

102.12 DISQUALIFICATION OF BIDDERS:

A Bidder shall also be considered disqualified if the Bidder is considered to be in "default" for any reason specified in Subsection 102.2.

102.13 SUCCESSFUL BIDDERS:

The Town of Camp Verde shall provide six (6) sets of Plans and Contract Documents at no additional cost to the successful Bidder.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103.5 REQUIREMENT OF CONTRACT BONDS:

Performance and payment bonds shall conform to all statutory requirements of A.R.S. 34-222 and A.R.S. 34-223, as applicable.

SECTION 104 SCOPE OF WORK

104.1.1 GENERAL:

The Contractor shall furnish all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of the project within the time specified.

The Hollamon Street Improvement Project includes two alternates, a Base Bid and Alternate 1.

The Base Bid includes roll curb and sidewalk along the north side of Hollamon Street, ribbon curb on the south side of the street and removal and replacement of existing streetlights (approximately 4 lights) from Main Street to the end of the sidewalk in front of the Mormon Church.

Alternate1 includes a widening the existing roadway section 5-feet, 3-inch overlay and Maricopa edge treatment on both sides.

Requests for Information: All requests for information shall be submitted in writing (e-mail is acceptable), verbal requests will not be considered an action. Request for information shall be submitted to Deborah Ranney: deb.ranney@campverde.az.gov

Traffic Control: The Contractor is required to prepare and submit a traffic control plan. The contractor shall maintain one open lane of traffic at all times. The contractor shall provide signs and marker delineation to direct traffic. The traffic control plan must be approved in writing by the Town Engineer before construction operations begin. The traffic control plan must be revised and resubmitted to the extent necessary to obtain Town approval.

Erosion Protection and Site Restoration: The Contractor is responsible for complying with the requirements of the Arizona Pollutant Discharge Elimination System Permit Program. This generally includes submittal of a Notice of Intent to ADEQ, preparation of a Stormwater

Pollution Prevention Plan for the site and submittal of a Notice of Termination to ADEQ for the project. Erosion control devices are typically installed at the tops and toes of all fill slopes, in graded earthen channels, and at the outlets of all drainage culverts. Devices generally include straw bales, straw wattles, or silt fences as appropriate and must be approved in writing by the Town Engineer prior to placement. The cost for complying with the AZPDES permit process shall be included in the Administration portion of the Contractors bid.

Housekeeping: Daily cleanup of the construction site (sweeping the streets, providing proper traffic control devices, etc.) will be required; no separate payment will be made for daily clean up.

Hours of Construction: The construction hours of operation shall be 7:00 AM to 6:00 PM. Hours may be modified by the Town of Camp Verde if complaints are received from nearby property owners or occupants. If modified hours substantially reduce the time each day for construction, the Contractor may request a time extension or cost increase. Any such request will be reviewed on its merits.

Storage of Materials: The Contractor shall store all construction materials within his construction yard or on Town or private off-street locations for which arrangements have been made by the Contractor. The Contractor will be required to furnish evidence of permission to use any site proposed as a staging or storage area for this project and will be required to obtain any permits normally required by the Town of Camp Verde for such use. Only a one-day supply of construction materials will be allowed to be stored in roadways or alleys at the construction location unless extended storage is specifically authorized by the Town.

Town Authority to Shut Down/Clean the Work Area: The Town retains the right to shut down the construction activities of the Contractor if, in the Town's opinion, the work site is unsafe, unsightly, or not maintained in a workmanlike condition for the public convenience, and the Contractor has not responded to requests by the Town to improve the site conditions. The right of the Town to order such a shutdown does not relieve the Contractor of any obligation to provide and maintain a safe worksite and to conform to all requirements of the Contract Documents.

If the Town requires a shutdown for reasons stated above, the shutdown will be in effect until such time as the Contractor has provided the necessary corrective action. The Contractor, by submitting its bid, affirmatively agrees that it will not make a claim against the Town for any loss of work or contract time associated with a Town demand for corrective action.

If, in the opinion of the duly authorized representatives of the Town, an emergency condition or public nuisance exists, the Town also retains the right to correct unsafe, unsightly, or ill-maintained site conditions and recover any costs incurred by the Town for those corrections against the Contractor, if again, the Contractor has not responded to the Town's requests for corrective action. The Contractor will be allowed not more than 48 hours in which to make corrections as requested by the Town prior to the Town commencing any work.

104.2.2 ALTERATION OF WORK DUE TO PHYSICAL CONDITIONS:

The provisions of this section are subordinate to the provisions and requirements of Section 102 and Section 109. The referenced sections may substantially limit the Contractor's ability to request additional payment for changes in the work due to unforeseen physical conditions.

SECTION 105 CONTROL OF WORK

105.2 PLANS AND SHOP DRAWINGS:

Shop drawings and manufacturer's specification sheets are required for all components. The Contractor shall submit all data at one time, bound and indexed in an orderly manner, including manufacturer's specifications, literature, performance data and dimensions, making all markings with ink in color other than red. The Contractor shall verify that equipment submitted will fit equipment spaces before submitting. The Contractor shall procure shop drawings (e.g. wiring diagrams, etc.) from other trades involved and comply as required for complete installation. The Contractor shall maintain a complete set of all approved shop drawings and an accurate as-built set of plans on site for reference at all times. The as-built plans will be furnished by the Contractor to the Owner at the completion of the project for record.

105.6 COOPERATION WITH UTILITIES:

It is distinctly understood and agreed that the Contractor has considered in his proposal all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the Plans or as determined by him during the bidding period, in accordance with the requirements of Section 102.4, and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenance or the operation of moving them.

The Contractor shall notify all utility companies and the Town of Camp Verde of his intent to begin work. In particular, the Contractor shall make contact Blue Stake service by calling 1-800-STAKE-IT at least 2 working days before beginning work. The Contractor shall exercise all care to avoid damaging utilities whether shown on the Plans, staked in the field, or not.

105.8 CONSTRUCTION STAKES, LINES AND GRADES:

The Contractor shall be responsible for retaining a Registered Land Surveyor, licensed to practice in Arizona, who shall be responsible for providing all stakes necessary to establish construction lines and grades. Stakes provided shall be of sufficient number to satisfy the Engineer that the work may be constructed in accordance with the Plans.

105.12 MAINTENANCE DURING CONSTRUCTION:

Adequate drainage of the construction area shall be provided at all times. The channel will need to be drained prior to construction and remain free of water during construction. The proposal shall include the phone number(s) for an emergency contact(s) available 24 hours during construction. To further promote good drainage of the site, drainage channels, culverts, and structures, shall be constructed from downstream to upstream in such a way that, during construction, they do not impede the flow of water from the construction area.

Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area, or to order the work so as to minimize the possible extent of such damage, shall be repaired at the Contractor's expense. No extension of time shall be granted on account of the time required to make such repairs.

SECTION 106 CONTROL OF MATERIALS

106.2 SAMPLES AND TESTING OF MATERIALS:

The Contractor shall employ and pay for an independent testing laboratory to provide all materials testing for the Project. The Contractor shall supply the City with samples of materials and test results at the regularly scheduled project meeting (meeting to be scheduled at the pre-construction meeting). Note that the following is a generic testing specification and not all tests may be required for this project. In addition testing subcontractor shall keep records of test locations on as-built plans showing test numbers.

TABLE 106.2
QUALITY ASSURANCE TESTING

<u>Density:</u>	Standard Proctor @ 1 each for each material to be tested. Pavement sub-grade @ 1 per 1,000 S.Y. (1 minimum). Pavement ABC @ 1 per 1,000 S.Y. (1 minimum). Pavement (nuclear correlated to cores) @ 1 per 1000 S.Y. (1 minimum). Curb sub-grade @ 1 per 250 L.F. (1 minimum). Sidewalk sub-grade @ 1 per 1500 S.F. (1 minimum). Trench bedding, shading, and backfill for CMP trench under paving @ 1 set each per CMP. Trench bedding, shading, and backfill for water/sewer line trenches @ 1 set each between each pair of manholes for sewer and 1 each for every 200 LF of waterline (minimum of 1 set). Sewer manhole bases @ 1 each per manhole base. Catch basin sub-grade @ 1 each per basin.
<u>Concrete:</u>	Air test and four cylinders (7,14,28, hold) for: Curb @ 1 per 250 L.F. (minimum of 1 set). Sidewalk @ 1 per 1500 S.F. (minimum of 1 set). Structures (catch basins, etc.) @ 1 per three structures (minimum of 1 set). Structures (box culverts, wing walls, bridge barriers, etc.) @ 1 per truck (minimum of 1 set). Valley Gutter @ 1 per Valley Gutter
<u>Paving:</u>	Extraction/gradation @ 1 per day's production.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.1 LAWS TO BE OBSERVED

The Contractor and all subcontractors shall observe the Davis Bacon Act for determining the minimum wages to be paid to various classes of laborers employed under the contract. The wage determination (including any additional classifications and wage rates conformed) and a [Davis-Bacon poster \(WH-1321\)](#) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen. The WH-1321 poster may be obtained at no charge from offices of the Wage and Hour Division.

107.2 PERMITS:

The Contractor shall, at his own expense, obtain all required permits for the work. The Contractor is responsible for all taxes, including sales tax, required by all laws and ordinances having jurisdiction.

107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:

The Contractor is responsible for disposal of waste materials. All disposal costs, regardless of disposal site, shall be included in the bid unit price for the appurtenant or related item of work and no direct payment will be made for disposal of waste or surplus materials.

The Contractor is responsible for providing proper dump sites for all material removed as part of the contracted work including concrete, asphalt, fence, trees, surplus earthwork material and other items.

107.7 BARRICADES AND WARNING SIGNS:

The Traffic Barricade Manual referred to under this section and thereafter in the Standard Specifications shall be the MUTCD. Contractor shall obtain copies.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

The Contractor shall file with the Engineer, at the Pre-Construction Conference, the written consent of the Owner of the property upon which he intends to dispose of surplus material.

The Contractor shall protect and/or restore all existing improvements including, but not limited to, concrete, asphalt, drainage structures, culverts, fencing, landscaping (living or non-living), and irrigation systems to original condition upon completion of the work. The Contractor will be required to replace all trees, shrubs, flowers, ground cover and sod to their original conditions prior to construction. All landscaping material shall be transplanted or replaced with comparable materials, species and specimens to ensure that the site is restored to its original condition. The one-year warranty for the work will also include all live landscaping as mentioned herein. The Contractor will also be required to maintain watering operations for landscaping during repair and/or replacement of irrigation systems throughout the course of the work. Except as specified otherwise in the Special Provisions, all costs associated with the restoration of landscaping shall be included in the amount bid for items of work to which it is incidental or appurtenant.

The contractor shall video tape the site prior to commencing construction and provide the Town with 2 copies. The Town shall specify the preferred medium for video.

107.10 CONTRACTOR'S RESPONSIBILITY FOR WORK:

The Owner will not protect or be responsible for protection of equipment, tools, materials, or work in progress in the construction area during construction.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The Contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule.

All utilities shall be Blue Staked prior to construction. The Contractor shall pothole all potential utility conflicts prior to construction to verify that proper clearance is provided between the new improvements and the existing utilities. The Contractor shall notify the appropriate franchise utility immediately if any conflicts are encountered.

SECTION 108 COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED:

All work under the contract shall be completed within the number of calendar days stated in the proposal, plus extensions, beginning with the day following the date of the Notice to Proceed. The contract time includes any time required for final cleanup of the premises.

108.2 SUBLETTING OF CONTRACT:

F) Coordination of subcontractors' work with the Contractor's work shall be the responsibility of the Contractor.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:

The Contractor shall be required to prepare and furnish a Critical Path Method construction schedule to the Town's representative and/or the Engineer at the pre-construction conference. An update to the schedule, showing actual progress and any claimed delays, shall be prepared and submitted to the Engineer every seven (7) days during the course of construction, until the project is completed.

Contractor is required to attend weekly progress meeting, time and place to be announced. Contractor is to provide updated schedules, SWPPP and traffic impact plans at weekly progress meetings.

108.5 LIMITATION OF OPERATIONS:

Except in emergencies endangering life or property, written permission shall be obtained from the Town Engineer prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 AM to 6:00 PM - Monday through Friday). Inspection and testing will not be provided on Sundays or Town legal holidays without prior approval from the Engineer (72 hour advance notice), and compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for personnel shall be one and one half times the normal billing rate for those under contract to the Town of Camp Verde and one and one half times the hourly burdened rate for Town of Camp Verde employees.

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:

The contract time shall be **sixty (60) calendar days**. The contract time, including final clean up of the project site and storage areas, may be extended as a result of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is actually impacted by adverse weather shall be recorded weekly during the construction period and included in the Contractors weekly schedule submittal. The effect of the delay must be shown on the Critical Path Schedule for the project. The Contractor shall submit claims for the delay of critical path work within two (2) working days of experiencing adverse weather and associated project delays. Only delays affecting the Critical Path for the project will be considered for a time extension. If the Contractor has not prepared and submitted an approved Critical Path Schedule for the project, the Contractor will be deemed to have failed in its obligation to demonstrate that adverse weather or other conditions have actually delayed to project completion date. Under these circumstances, a request for a time extension will not be entertained.

SECTION 109 MEASUREMENTS OF QUANTITIES

109.1 MEASUREMENT OF QUANTITIES:

Quantities shown on the Plans or the Bid Schedule are approximate only. The Contractor is responsible for independently estimating the contract quantities.

109.2 SCOPE OF PAYMENT:

By submitting his bid, the Contractor represents that his bid price for each item is adequate compensation for completing the item as shown on the Plans and described in the Specifications, and that the total Contract Sum is adequate compensation for completing the entire project as shown on the Plans and described in the Specifications.

Progress payments may be estimated on the basis of measurements of work complete times the Bid Schedule unit prices. If no change order or field order changing the quantity, materials or other details of an item has been issued, total payment for that item will be the total lump sum price bid for the item as shown on the Bid Schedule accompanying the Contractor's bid proposal. All payment provisions in the contract documents, including the M.A.G. Specifications, are to be considered as modified to conform to this section, and to the terms in the Form of Proposal relating to payment.

109.4.1 COMPENSATION FOR ALTERATION OF WORK BY THE CONTRACTING AGENCY:

At the sole discretion of the contracting agency, the payment for a work item increased or decreased by more than twenty percent (20%) may be calculated as the actual quantity of work performed times the unit price bid for the item.

109.4.3.2 MEASUREMENTS AND PAYMENTS - CONTRACT ALLOWANCE:

A Contract Allowance Item is provided for the purpose of encumbering funds to cover the costs to complete items of work not included in the Contract Documents. "Contingency" Items are provided for the purpose of encumbering funds to cover the costs of anticipated work that may or may not be required to complete the project. The amount of the Allowance Item is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for the project. The Contract Allowance Item provides for estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the Contract. Extra work, if any, which is to be paid out of this allowance shall be authorized in writing by the Town Engineer prior to proceeding with the work. The extra work shall be paid for by extension of unit bid prices, negotiated price, or on a time and materials basis in accordance with Section 109.5 of the general MAG Specifications.

It shall be understood that the amount of the contingency in the BID schedule is an estimate only and no guarantee is given that the full amount or any portion of it will actually be utilized. The final contract amount will be adjusted by an approved Field Order, signed by the Contractor, the Town, and the Engineer, that will reflect the actual amount of the Contract Allowance used for the project and the final contract price, as adjusted. A Field Order is required to obligate funds from "Contingency" items or the Contract Allowance. A copy of the Field Order form will be provided at the pre-construction meeting.

SECTION 310 UNTREATED BASE

321.1 DESCRIPTION:

The work under this section shall be in accordance with Section 310 of the MAG Standard Specifications, and as modified herein.

Contractor has the option of crushing and reusing existing asphalt concrete pavement for aggregate base course under new paving. Crushed asphalt concrete shall be ½” minus.

321.9 PAYMENT:

No separate payment shall be made for base material. Base material payment shall be incidental to pavement construction.

SECTION 321 ASPHALT CONCRETE PAVEMENT

321.1 DESCRIPTION:

The work under this section shall be in accordance with Section 321 of the MAG Standard Specifications, and as modified herein.

Contractor may reuse asphalt millings as aggregate base course. Milled asphalt concrete shall be ½” minus.

321.8 MEASUREMENT:

Asphalt concrete will be measured by the square yard of material complete in place.

321.9 PAYMENT:

Payment for asphalt construction will be paid for at the contract price per square yard of asphalt concrete pavement. Payment for asphalt overlay includes milling. Payment for tack coat is incidental to the cost of the asphalt construction. No separate payment shall be made for additive alternate striping, it shall be considered incidental to the pavement construction.

Pay Item:

3”AC/6”ABC Pavement Section

3” AC Overlay

Pay Unit:

Square Yard

Square Yard

**SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS,
DRIVEWAY AND ALLEY ENTRANCE**

340.1 DESCRIPTION:

The work under this section shall be in accordance with Section 340 of the MAG Standard Specifications, and as modified herein.

340.2 MATERIALS

Driveways and sidewalks with fiber shall include 1 bag of fiber reinforcing per yard in the mix.

Colored sidewalk shall be colored "San Diego Buff" (Rinker); treated with litho chrome "Antiquing Release" color "La Cresenta Brown" Y471A, Part # 126141-052516, then sealed with "Scofield Cureseal" both manufactured by the LM Scofield Company. (Available from White Cap Supply Co Phoenix, 602-256-6900)

The Town of Camp Verde will supply the contractor with the stamp for stamping the colored concrete to match the existing concrete.

Tactile warning surfaces shall be Tekway Domes or approved equal. (Available from Tekway Dome Tiles - 3296 E. Hemisphere Loop - Tucson, Arizona - 85706-5013 - TEL (520) 547-3510)

340.5 MEASUREMENT:

Measurement for work under this section shall be in accordance with Section 340 of the MAG Standard Specifications, and as modified herein. Sidewalk ramps shall be measured per each ramp constructed which is full compensation for furnishing all labor, materials, tools and equipment and accomplishing all work necessary for complete installation. Tactile warning surfaces are included in the measurement of each sidewalk ramp.

340.6 PAYMENT:

Payment for work under this section will be made at the contract unit prices complete and in place, which price shall be full compensation for the work as described and specified herein and on the project plans. Payment for sidewalk ramp construction includes tactile warning surfaces incidental to the sidewalk ramp installation, which is full compensation for furnishing all labor, materials, tools and equipment and accomplishing all work necessary for complete installation. Payment for sidewalk construction includes fiber reinforcing incidental to the sidewalk installation, which is full compensation for furnishing all labor, materials, tools and equipment and accomplishing all work necessary for complete installation. Payment for colored sidewalk construction includes coloring, treating sealing and stamping to match the existing concrete incidental to the sidewalk installation, which is full compensation for furnishing all labor, materials, tools and equipment and accomplishing all work necessary for complete installation.

Pay Item:

Pay Unit:

Vertical Curb to Roll Curb Transition/Termination

Each

Vertical Curb to Ribbon Curb Transition/Termination

Each

Roll Curb to Ribbon Curb Transition/Termination	Each
5' Wide 6" Thick Sidewalk with Fiber	Square Feet
6' Wide 6" Thick Colored Sidewalk	Square Feet
MAG Type 'A' Vertical Curb and Gutter	Linear Feet
MAG Type 'B' Ribbon Curb	Linear Feet
MAG Type 'C' Roll Curb	Linear Feet
Straight Type Sidewalk Ramp	Each
ADOT Type 'C' Sidewalk Ramp	Each
Sidewalk Ramp with Narrow ROW	Each
Driveway with fiber	Square Feet

**SECTION 345 ADJUSTING FRAMES, COVERS, VALVE BOXES AND WATER
METER BOXES**

345.1 DESCRIPTION:

The work under this section shall be in accordance with Section 345 of the MAG Standard Specifications, and as modified herein.

345.5 MEASUREMENT:

Measurement for work under this section shall be in accordance with Section 345 of the MAG Standard Specifications.

345.6 PAYMENT:

Payment for work under this section will be made at the contract unit prices complete and in place, which price shall be full compensation for the work as described and specified herein and on the project plans.

Pay Item:	Pay Unit:
Adjust existing Water Valve to finished grade	Each
Adjust existing Manhole to finished grade	Each

SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS

350.1 DESCRIPTION:

The work under this section shall be in accordance with Section 350 of the MAG Standard Specifications, and as modified herein.

This work includes removal of specified existing improvements.

350.2 CONSTRUCTION METHODS:

The work under this section shall be in accordance with Section 350 of the MAG Standard Specifications, and as modified herein.

All excess materials removed shall become the property of the Contractor, and shall be disposed off the project site at a suitable location at no additional cost to the Owner.

Franchise utility relocations, including telephone boxes/risers, incidental to the construction shall be performed by the franchise utility and coordinated by the Contractor.

350.4 PAYMENT:

Payment for removals will be made at the unit prices bid for each pay item, which price shall be full compensation for the items complete as described herein and on the Plans. Removals necessitated by the work as it progresses and not specifically called out on the Plans will be considered incidental to the construction. Replacement of existing streetlights includes removal and disposal of existing streetlight and installation of new streetlight which is full compensation for furnishing all labor, materials, tools and equipment and accomplishing all work necessary for complete installation. No separate payment shall be made for franchise utility relocations.

Pay Item:	Pay Unit:
Remove and Dispose of CMP Culvert	Linear Feet
Remove and Dispose of PCC curb and gutter	Linear Feet
Remove and Dispose of PCC Valley Gutter	Linear Feet
Saw-cut, Remove and Dispose of existing AC	Square Yard
Relocate existing sign	Each
Replace existing street light	Each

SECTION 372 PAVEMENT MARKINGS

372.1 DESCRIPTION:

The work under this section shall be in accordance with Section 705 of the ADOT Standard Specifications for Road and Bridge Construction, and as modified herein. New Text and Symbol Pavement Markings includes arrows, text and bicycle markings. Preformed Pavement Markings shall be Type 1.

372.7 PAYMENT:

Payment for New Text and Symbol Pavement Markings will be made on a Lump Sum basis, which shall include sweeping and cleaning of striping area, reflective beads, application of pavement markings, all labor, materials, tools and equipment, and all other work and materials necessary or incidental for a complete installation and shall be full compensation for the item complete.

SECTION 373 PERMANENT PAVEMENT STRIPING

373.1 DESCRIPTION:

The work under this section shall be in accordance with Section 708 of the ADOT Standard Specifications for Road and Bridge Construction, and as modified herein. New Lane Striping includes all painted striping shown on the plans including solid yellow pavement striping, dashed yellow pavement striping, solid white pavement striping, dashed white pavement striping, centerline striping and bike lane striping. Striping shall be applied in two coats.

373.5 PAYMENT:

Payment for New Lane Striping will be at the contract unit price on a Lump Sum basis and shall include sweeping and cleaning of striping area, applying white or yellow, water-borne, lead-free, rapid-dry traffic paint and reflective glass beads, furnishing all labor, materials, tools and equipment, and all other work and materials necessary or incidental for a complete installation.

SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS

631.1 DESCRIPTION:

The work under this section shall be in accordance with Section 345 of the MAG Standard Specifications.

631.9 MEASUREMENT:

The quantities measured will be the actual number of water meters adjusted and accepted.

345.6 PAYMENT:

Payment for work under this section will be made at the contract unit prices complete and in place, which price shall be full compensation for the work as described and specified herein and on the project plans.

Pay Item:	Pay Unit:
Relocate existing Water Meter to finished grade	Each

**Town of Camp Verde
Hollamon Street Improvements
Probable Cost Estimate**

Item #	Const. Note	Description	Detail	Qty	Units	Unit Cost	Total
1	001	Remove and Dispose of Existing AC		1,150	SY	\$8.50	\$9,775.00
2		Remove and Dispose of Existing Culverts		60	LF	\$17.50	\$1,050.00
3	002	Remove and Dispose of Existing Curb & Gutter		65	LF	\$15.00	\$975.00
4		Remove and Dispose of Existing Valley Gutter		160	SF	\$6.50	\$1,040.00
5		Remove and Dispose of Existing Sidewalk Ramps		2	EA	\$150.00	\$300.00
6	218	Remove and Replace Existing Street Light		1	EA	\$1,500.00	\$1,500.00
7	219, 101	Adjust Water Valve to Finish Grade (Contingency)		4	EA	\$450.00	\$1,800.00
8	219, 102	Relocate existing Water Meter (Contingency)		1	EA	\$2,000.00	\$2,000.00
9	219, 103	Adjust existing Manhole to Finish Grade (Contingency)		2	EA	\$650.00	\$1,300.00
10	201	3" AC/6" AB Match-up Pavement Section	A4 on C3	3,750	SY	\$35.00	\$131,250.00
11	202	5' Colored and Stamped Sidewalk	MAG 230	5,750	SF	\$8.50	\$48,875.00
12	203	Roll Curb & Gutter (Type C)	MAG 220	1,625	LF	\$18.00	\$29,250.00
13	204	Ribbon Curb (Type B)	MAG 220	825	LF	\$18.00	\$14,850.00
14	217	Vertical Curb & Gutter (Type A)	MAG 220	375	LF	\$24.00	\$9,000.00
15	205	Sidewalk Ramp (Straight Type)	A2 on C3	10	EA	\$2,500.00	\$25,000.00
16	210	Sidewalk Ramp (Type D)	MAG 234	2	EA	\$3,250.00	\$6,500.00
17		Valley Gutter	MAG 240	390	LF	\$65.00	\$25,350.00
18	213	6" Concrete Driveway		680	SF	\$8.50	\$5,780.00
19	215, 216	Install 12" Culverts		380	LF	\$35.00	\$13,300.00
20	214	Curb Transition (Vertical to Roll)	MAG 221	1	EA	\$250.00	\$250.00
21		Bollards	MAG 140	2	EA	\$150.00	\$300.00
22		Contract Allowance		1	EA	\$25,000.00	\$25,000.00
						Sub Total	\$343,620.00

24		Mobilization	3%	1	LS	\$10,308.60	\$10,308.60
25		Construction Administration	3%	1	LS	\$9,989.55	\$9,989.55
26		Construction Survey, Layout, & Staking	2%	1	LS	\$6,872.40	\$6,872.40
27		Quality Control/Material Testing	1%	1	LS	\$3,436.20	\$3,436.20
28		Traffic Control		1	LS	\$3,500.00	\$3,500.00
						Sub Total	\$34,106.75

TOTAL COST \$377,726.75



Town of Camp Verde
Hollamon Street Improvement Project
Bid Schedule
Date: 05/31/2012

Item No.	Description	Qty	Units	Unit Price		Amount Bid In Figures
				In Words	In Figures	
1	Remove and Dispose of Existing AC	1,150	SY			
2	Remove and Dispose of Existing Culverts	60	LF			
3	Remove and Dispose of Existing Curb & Gutter	65	LF			
4	Remove and Dispose of Existing Valley Gutter	160	SF			
5	Remove and Dispose of Existing Sidewalk Ramps	2	EA			
6	Remove and Replace Existing Street Light	1	EA			
7	Adjust Water Valve to Finish Grade (Contingency)	4	EA			
8	Relocate existing Water Meter (Contingency)	1	EA			
9	Adjust existing Manhole to Finish Grade (Contingency)	2	EA			
10	3" AC/6" AB Match-up Pavement Section	3,750	SY			
11	5' Colored and Stamped Sidewalk	5,750	SF			
12	Roll Curb & Gutter (Type C)	1,625	LF			
13	Ribbon Curb (Type B)	825	LF			
14	Vertical Curb & Gutter (Type A)	375	LF			
15	Sidewalk Ramp (Straight Type)	10	EA			
16	Sidewalk Ramp (Type D)	2	EA			
17	Valley Gutter	390	LF			
18	6" Concrete Driveway	680	SF			
19	Install 12" Culverts	380	LF			
20	Curb Transition (Vertical to Roll)	1	EA			
21	Bollards	2	EA			
22	Contract Allowance	1	EA	Twenty Five Thousand Dollars	\$ 25,000.00	\$ 25,000.00

Sub Total 1 _____

(in words)

(in figures)

23	Mobilization	1	LS			
24	Construction Administration	1	LS			
25	Construction Survey, Layout, & Staking	1	LS			

Town of Camp Verde
 Hollamon Street Improvement Project
 Bid Schedule
 Date: 05/31/2012

Item No.	Description	Qty	Units	Unit Price		Amount Bid In Figures
				In Words	In Figures	
26	Quality Control/Material Testing	1	LS			
27	Traffic Control	1	LS			

Sub Total 2 _____
 (in words) (in figures)

Total Bid Amount _____
 (in words) (in figures)

(in words) (in figures)

Town of Camp Verde
Hollamon Street Improvement Project
Bid Schedule
Date: 06/07/2012

Item No.	Description	Qty	Units	Unit Price		Amount Bid In Figures
				In Words	In Figures	
1	Remove and Dispose of Existing AC	1,150	SY			
2	Remove and Dispose of Existing Culverts	60	LF			
3	Remove and Dispose of Existing Curb & Gutter	65	LF			
4	Remove and Dispose of Existing Valley Gutter	160	SF			
5	Remove and Dispose of Existing Sidewalk Ramps	2	EA			
6	Remove and Replace Existing Street Light	1	EA			
7	Adjust Water Valve to Finish Grade (Contingency)	4	EA			
8	Relocate existing Water Meter (Contingency)	1	EA			
9	Adjust existing Manhole to Finish Grade (Contingency)	2	EA			
10	3" AC/6" AB Match-up Pavement Section	3,750	SY			
11	5' Colored and Stamped Sidewalk	5,750	SF			
12	Roll Curb & Gutter (Type C)	1,625	LF			
13	Ribbon Curb (Type B)	825	LF			
14	Vertical Curb & Gutter (Type A)	375	LF			
15	Sidewalk Ramp (Straight Type)	10	EA			
16	Sidewalk Ramp (Type D)	2	EA			
17	Valley Gutter	390	LF			
18	6" Concrete Driveway	680	SF			
19	Install 12" Culverts	380	LF			
20	Curb Transition (Vertical to Roll)	1	EA			
21	Bollards	2	EA			
22	Contract Allowance	1	EA	Twenty Five Thousand Dollars	\$ 25,000.00	\$ 25,000.00

Sub Total 1 _____

(in words)

(in figures)

23	Mobilization	1	LS			
24	Construction Administration	1	LS			
25	Construction Survey, Layout, & Staking	1	LS			

Town of Camp Verde
 Hollamon Street Improvement Project
 Bid Schedule
 Date: 06/07/2012

Item No.	Description	Qty	Units	Unit Price		Amount Bid In Figures
				In Words	In Figures	
26	Quality Control/Material Testing	1	LS			
27	Traffic Control	1	LS			

Sub Total 2 _____
 (in words) (in figures)

Total Bid Amount _____
 (in words) (in figures)

(in words) (in figures)

AGENDA
COUNCIL HEARS PLANNING & ZONING MATTERS
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, JUNE 27, 2012
6:30 P.M.

ADDITIONAL INFORMATION

ITEM #7
HOLLAMON STREET IMPROVEMENT PROJECT



Agenda Item Submission Form – Section I

Meeting Date: June 27, 2012

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation

Requesting Department: Public Works

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): Discussion, consideration and possible award of bid and authorization to execute contract documents for the Hollamon Street Improvement Project, Community Development Block Grant #100-11 (CDBG) in the amount of \$296,308.00 between the Town of Camp Verde and R. K. Sanders Inc, the lowest responsive bidder.

List Attached Documents: Vol I Project Manual 62 (Pages) Vol II Project Manual (22 Pages) Bid Opening (1 Page)

Estimated Presentation Time: N/A – Consent Agenda

Estimated Discussion Time: N/A Consent Agenda

Reviews Completed by:

Department Head: Ron Long **Town Attorney Comments:**

Finance Department

Fiscal Impact: The Hollamon Street Project is funded through CDBG #100-11

Budget Code: Amount Remaining: 09-481-46-433515: \$319,448 (20-000-20-871000: \$66,934 available if required)

Comments: The project will be covered with funding from the CDBG; any funds required in excess of the Grant have been set aside for in the HURF Street Construction account specifically for the completion of this project.

Background Information:

- December 16, 2009: Council directed staff to notify NACOG to proceed with the SSP application for the Hollamon Street project.
- February 3, 2010: Second Public Hearing for selecting projects to submit to the FY 2009 State Special Projects Funds and FY 2010 Regional Account for Community Development Block Grant Funds. Proposed projects 1) Hollamon Street Improvement Project, 2) Senior Center Renovations Project, and 3) Head Start Playground Improvement Project.
- May 19, 2010: Staff was directed to amend the Community Development Block Grant application to include the Hollamon Street project only.

- November 17, 2010: Approved technical assistance contract with NACOG for administration services relative to CDBG – Hollamon Street project
- May 18, 2011 Work Session: Discussion regarding the proposed parking lot located at 44 W Hollamon Street
- July 20, 2011: Directed staff to prepare documentation relative to an exchange of land between the Town and owner of parcel 404-22-007B (Kyllingstad) at the northwest corner of Main and Hollamon Streets in order to facilitate the final design of the Hollamon Street sidewalk and bring back to Council for final approval.
- October 5, 2011: Authorized staff to prepare necessary paperwork to complete the exchange of land on Hollamon Street, parcel 404-22-007B (Kyllingstad). Authorized Mayor to execute all necessary paperwork (not included in the packet)

The improvement project will begin on Hollamon at Main Street, going west to 6th Street. An agreement for land exchange between the Town and the Owner of the Verde Café has been reached that will allow the sidewalk, curb/gutter and public parking to be constructed on the North side of Hollamon. Street improvements include a Right turn lane from Hollamon on to Main St., with a roll curb and a bike lane on the South side of Hollamon St. **Update via Green Sheet Regarding Title Documentation**

Recommended Action (Motion): Move to approve and authorize the Mayor to execute the Agreement in the amount of \$296,308.00 for the Hollamon Street Improvement Project CDBG #100-11 between the Town of Camp Verde and R.K. Sanders Inc.

Instructions to the Clerk: Obtain signatures on Hollamon Street Improvements Project 100-11



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaimer.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 242682 (Wednesday, June 27, 2012 12:27:37 PM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
R K Sanders Inc PO Box 6886 Phoenix, AZ 85005-6886 Phone: (602) 233-0808	CURRENT	B-1 COMMERCIAL CORPORATION	First Issued: 03/07/2008 Renewed Thru: 03/31/2014

License Class & Description **B-1 GENERAL COMMERCIAL CONTRACTOR**

Comments

●[SUSPENDED LACK OF BOND 03/30/2011 - 03/31/2011]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Robert Kevin Sanders Sr	Qual. Date 03/07/2008	Name Kevin Robert Sanders Jr	Position OFFICER
Position QP/OFFICER			

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open: 4	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases	
Disciplined: 0	This is the number of complaints against this contractor that resulted in discipline being imposed after an administrative hearing or default because of a violation(s) of state contracting law.
Resolved/Settled/Withdrawn: 4	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access: 0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy: 0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
70447089	03/07/2008	\$40,000.00	\$0.00	\$40,000.00	WESTERN SURETY COMPANY	

BID AWARD RECOMMENDATION FORM

Bid/Quote # CDBG #100-11 Submitting Department Public Works

NAME OF COMPANY R. K. Sanders, Inc

Business License # ROC 242682 Verified Yes No

Contract signed by Contractor/Provider/Vendor – To Follow

www.azroc.gov (Arizona Register of Contractors) N/A

License: # <u>ROC 242682</u>	License Status: <u>Current</u>
Class: <u>B-1</u>	Type: <u>Commercial/Corporation</u>
Complaints Filed: <u>4/open</u>	
<i>Explanation: See Owner, Robert Sanders, explanation. These were filed on one job that was completed by their company, the complaints were filed by subcontractors who were not performing and dismissed by RK Sanders. Called ADOT and City of Peoria who reported good working relations and work completed as contracted, contractor is on time and responsive to needs or issues as they arose. Contractor will sub only the concrete materials for this job, all work to be in-house. Based on the number of years this contractor has been in business, ROC 242683 Residential License & # ROC 242681 – General Engineering have no complaints filed, staff recommends to execute the Agreement with the low bidder, R.K. Sanders</i>	

AND/OR

www.central-northern-western-arizona.bbb.org Better Business Bureau Not listed

Rating:	<input type="checkbox"/> Not Listed
Complaints Filed in last 12 months:	
Report Date:	



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaimer.html

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Details for License Number 242681 (Wednesday, June 27, 2012 12:27:56 PM)

Contractor		License		
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal	
R K Sanders Inc PO Box 6686 Phoenix, AZ 85005-6686 Phone: (602) 233-0808	CURRENT	A COMMERCIAL CORPORATION	First issued: 03/07/2008 Renewed Thru: 03/31/2014	

License Class & Description **A GENERAL ENGINEERING**

Comments

●[SUSPENDED LACK OF BOND 03/30/2011 - 03/31/2011]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Robert Kevin Sanders Sr	Qual. Date 03/07/2008	Name Kevin Robert Sanders Jr
Position QP/OFFICER		Position OFFICER

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open: 0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases	
Disciplined: 0	This is the number of complaints against this contractor that resulted in discipline being imposed after an administrative hearing or default because of a violation(s) of state contracting law.
Resolved/Settled/Withdrawn: 0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access: 0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy: 0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
70447103	03/07/2008	\$40,000.00	\$0.00	\$40,000.00	WESTERN SURETY COMPANY	



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Details for License Number 242683 (Wednesday, June 27, 2012 12:28:21 PM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
R K Sanders Inc PO Box 6686 Phoenix, AZ 85005-6686 Phone: (602) 233-0808	CURRENT	B RESIDENTIAL CORPORATION Recovery Fund Participant	First Issued: 03/15/2008 Renewed Thru: 03/31/2014
		Yes	

License Class & Description **B GENERAL RESIDENTIAL CONTRACTOR**

Comments

●[SUSPENDED LACK OF BOND 03/30/2011 – 03/31/2011]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Robert Kevin Sanders Sr	Name Kevin Robert Sanders Jr
Position QP/OFFICER	Position OFFICER
	Qual. Date 03/15/2008

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open: 0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases	
Disciplined: 0	This is the number of complaints against this contractor that resulted in discipline being imposed after an administrative hearing or default because of a violation(s) of state contracting law.
Resolved/Settled/Withdrawn: 0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access: 0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy: 0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
70447095	03/15/2008	\$5,000.00	\$0.00	\$5,000.00	WESTERN SURETY COMPANY	

Deb Ranney

Subject: FW: Request for information
Attachments: AMD-RK Sanders ROC complaints.pdf; RK Sanders-NV & Sons ROC complaints.pdf; Registrar of contractors reports 6-27-2012.pdf; Updated Client List 6-27-2012.docx

From: Bob Sanders [mailto:bobs@rksandersinc.com]
Sent: Wednesday, June 27, 2012 11:03 AM
To: Deb Ranney
Subject: Request for information

Ms. Ranney,

The four ROC complaints showing on RK Sanders Inc. B-1 license emanate from subcontractors that RK Sanders Inc. either terminated or had to complete the subcontractors work. In two of the complaints we counter filed our own complaints. The other two complaints have been settled due to the cost of litigation with no determination of liability to either party. These two will be removed once the final settlement payments are made. RK Sanders Inc. has never had a complaint on its A Engineering License.

R. K. Sanders Inc.
PO Box 6686
Phoenix, AZ 85005
Roc 242681 A-
Roc 242681 B
Roc 242683 B-01

Effective January 10, 2010, Town offices are closed on Friday. Hours of operations are Monday - Thursday 7 am to 6 pm.

All messages created in this system belong to the Town of Camp Verde and should be considered a public record subject to disclosure under the Arizona Public Records Law (A.R.S. 39-121). Town employees, Town public officials, and those who generate email to them, should have no expectation of privacy related to the use of this technology.

In addition, to ensure compliance with the Open Meeting Law, Council or Board/Commission members who are recipients of this message should not forward it to other members of the Council or Board/Commission of the Town of Camp Verde. Council Members or Board/Commission members may reply to a staff member regarding this message, but they should not send a copy of a reply to other Council or Board/Commission members.

Please consider our environment before printing this email. 

Town of Camp Verde



Bid Opening **(06-26-12)** Request for Proposal **PROJECT CDBG #100-11**

<u>Bidder</u>	<u>Bid Schedule</u> <u>Total Bid Amount</u>
1.) Eagle Mountain Const. _____	\$ 361,079.34 _____
2. C.T. Price Contracting	\$ 349,935.00
3. Rocky Construction _____	\$ 329,402.00 _____
4. McDonald Bros. _____	\$ 299,184.24 _____
5. R.K. Sanders _____	\$ 296,308.00 _____
6. Asphalt Paving & Supply	\$324,822.50
7. N.L. Booth & Son	\$364,572.67 _____
8. Ganem Companies _____	\$ 318,942.00 _____
9. _____	_____
10. _____	_____

Present: Steve Burroughs, Public Works Project Mgr.
Deborah Ranney, Public Works Admin. Assistant



Town of Camp Verde

Exhibit A - Agenda Item Submission Form – Section I

Meeting Date: 06-27-2012

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation

Requesting Department: Community Development

Staff Resource/Contact Person: Michael Jenkins, Community Development Director

Agenda Title (be exact): Public Hearing, Discussion and Possible approval or denial of Ordinance 2012-A384 a text amendment to the Town of Camp Verde Planning & Zoning Ordinance Part 2, Section 203 (Use Districts) 203.G (C2), 203.H (C3), 203.J (M1) and 203.K (M2). This amendment will add language under "Permitted Uses and Structures" to include Microbreweries and Wineries.

List Attached Documents: Draft Ordinance 2012-A384 and Planning & Zoning Commission Draft minutes from June 7, 2012.

Estimated Presentation Time: 20 minutes

Estimated Discussion Time: 30 minutes

Reviews Completed by:

Department Head: Michael Jenkins **Town Attorney Comments:**

Finance Department

Fiscal Impact:

Budget Code: _____ **Amount Remaining:** _____

Comments:

Background Information: Planning & Zoning Commission meeting June 7, 2012

On a motion by Norton, seconded by Hough, the Commission unanimously recommended approval of the text amendments to the Planning and Zoning Ordinance to include as a Permitted Use Microbreweries and Wineries in the C2, C3, M1 and M2 Zoning Districts with the restrictions that are noted.

C2 District:

1. All such manufacturing and processing activity shall be conducted within a completely enclosed building along with all materials used for manufacture – processing. Products ready for shipping must be stored within a closed building.
2. A Microbrewery in the C2 District may process and produce up to 150,000 U.S. Gallons of beer per year.

3. A winery in the C2 District may process and produce up to 18,000 U.S. Gallons of wine per year.

C3 District

1. All such manufacturing and processing activity shall be conducted within a completely enclosed building along with all materials used for the manufacture-processing. Products ready for shipping must be stored within a closed building.

2. A Microbrewery in the C3 District may process and produce up to 300,000 U.S. Gallons of beer per year.

3. A Winery in C3 District may process and produce up to 36,000 U.S. Gallons of wine per year.

M1 District

1. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for wholesale distribution.

M2 District

1. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for wholesale distribution.

Recommended Action (Motion): A motion to approve or deny the text amendments to the Planning and Zoning Ordinance to include as a Permitted Use Microbreweries and Wineries in the C2, C3, M1 and M2 Zoning Districts with the following restrictions:

C2 District:

1. All such manufacturing and processing activity shall be conducted within a completely enclosed building along with all materials used for manufacture – processing. Products ready for shipping must be stored within a closed building.

2. A Microbrewery in the C2 District may process and produce up to 150,000 U.S. Gallons of beer per year.

3. A winery in the C2 District may process and produce up to 18,000 U.S. Gallons of wine per year.

C3 District

1. All such manufacturing and processing activity shall be conducted within a completely enclosed building along with all materials used for the manufacture-processing. Products ready for shipping must be stored within a closed building.

2. A Microbrewery in the C3 District may process and produce up to 300,000 U.S. Gallons of beer per year.

3. A Winery in C3 District may process and produce up to 36,000 U.S. Gallons of wine per year.

M1 District

1. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for wholesale distribution.

M2 District

1. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for wholesale distribution.

Instructions to the Clerk: N/A

Exhibit B – Agenda Item Submission Form – Section II (Staff Report)

Town of Camp Verde

Agenda Item Submission Form – Section II (Staff Report)

Public Hearing, Discussion and Possible approval or denial of Ordinance 2012-A384 a text amendment to the Town of Camp Verde Planning & Zoning Ordinance Part 2, Section 203 (Use Districts) 203.G (C2), 203.H (C3), 203.J (M1) and 203.K (M2). This amendment will add language under "Permitted Uses and Structures" to include Microbreweries and Wineries.

Under Part Two, Zoning Classifications, Section 203 Use Districts, item G, C2 District, (Commercial : General sales and services), item 1, Permitted Uses and Structures; add the following Permitted Use:

ss. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for onsite consumption or wholesale distribution with the following limitations:

1. All such manufacturing and processing activity shall be conducted within a completely enclosed building along with all materials used for manufacture – processing. Products ready for shipping must be stored within a closed building.

2. A Microbrewery in the C2 District may process and produce up to 150,000 U.S. Gallons of beer per year.

3. A Winery in the C2 District may process and produce up to 18,000 U.S. Gallons of wine per year.

Under Part Two, Zoning Classifications, Section 203, Use Districts, item H, C3 District (Commercial; heavy commercial), item 2, Permitted Uses and Structures; add the following Permitted Use:

zz. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for onsite consumption or wholesale distribution with the following limitations:

1. All such manufacturing and processing activity shall be conducted within a completely enclosed building along with all materials used for the manufacture – processing. Products ready for shipping must be stored within a closed building.

2. A Microbrewery in the C3 District may process and produce up to 300,000 U.S. Gallons of beer per year.

3. A Winery in the C3 District may process and produce up to 36,000 U.S. gallons of wine per year.

Under part Two, Zoning Classifications, Section 203, Use Districts, item J, M1 District (Industrial: General), item 1 Permitted Uses and Structures; add the following Permitted Use:

cc: Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for wholesale distribution.

Under Part Two, Zoning Classifications, Section 203, Use Districts, item K, M2 District (Industrial; Heavy), item 2 Permitted Uses and Structures; add the following Permitted Use:

bb. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for wholesale distribution.

Department: Community Development

Staff Resource/Contact Person: Michael Jenkins – Community Development Director

Contact Information: 567-8513 ext. 118

Statement of the Problem or Opportunity: The opportunity would provide for a local growing interest in the Microbrewery and Winery industry. This industry would be virtually a non-invasive manufacturing process, with the benefit of economic stimulus and job creation to the Town.

Alternatives/Options/Solutions: The alternative would be to leave this portion of the P & Z Ordinance as is thus; requiring a case by case determination each time an application is received. The problem with this approach could impact the applicant with long delays in waiting for administrative determinations based on equivalent and/or uses by precedence.

Comparative Analysis: N/A

Fiscal Impact to the Town: With the possible inclusion of the Microbrewery and Winery, businesses as a permitted use in the C2, C3, M1 & M2 districts, a positive fiscal impact to the Town could be realized.

Other Impacts: N/A

Conclusion: In the C2 (General sales and services) district, allowing for Microbreweries and Wineries as a permitted use would provide for a use that would be compatible to adjacent residential districts. These types of businesses would be no more invasive than the already allowed use of water distillation and bottling plants.

Recommendation: Approval



ORDINANCE 2012-A384 DRAFT

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA:

A Text Amendment to the Town of Camp Verde Planning & Zoning Ordinance Part 2, Section 203 (Use Districts) 203.G (C2), 203.H (C3), 203.J (M1) and 203.K (M2). This amendment will add language under “Permitted Uses and Structures” to include Microbreweries and Wineries.

WHEREAS, the Town of Camp Verde adopted the Planning and Zoning Ordinance 2011-A374, approved May 25, 2011, and

WHEREAS, Part 6, Section 601 of the Planning and Zoning Ordinance allows for the amendment, supplement or change of zoning text regulation of the Planning & Zoning Ordinance by the Town Council, and

WHEREAS, the Town Council has an abiding interest in protecting the public health safety and welfare by establishing requirements for provisions of the Planning & Zoning Ordinance by including permitted uses and structures.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE AS FOLLOWS:

Section 1.

Under Part Two, Zoning Classifications, Section 203 Use Districts, item G, C2 District, (Commercial : General sales and services), item 1, Permitted Uses and Structures; add the following Permitted Use:

ss. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for onsite consumption or wholesale distribution with the following limitations:

1. All such manufacturing and processing activity shall be conducted within a completely enclosed building along with all materials used for manufacture – processing. Products ready for shipping must be stored within a closed building.

2. A Microbrewery in the C2 District may process and produce up to 150,000 U.S. Gallons of beer per year.

3. A Winery in the C2 District may process and produce up to 18,000 U.S. Gallons of wine per year.

Under Part Two, Zoning Classifications, Section 203, Use Districts, item H, C3 District (Commercial; heavy commercial), item 2, Permitted Uses and Structures; add the following Permitted Use:

zz. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for onsite consumption or wholesale distribution with the following limitations:

1. All such manufacturing and processing activity shall be conducted within a completely enclosed building along with all materials used for the manufacture – processing. Products ready for shipping must be stored within a closed building.

2. A Microbrewery in the C3 District may process and produce up to 300,000 U.S. Gallons of beer per year.

3. A Winery in the C3 District may process and produce up to 36,000 U.S. gallons of wine per year.

Under part Two, Zoning Classifications, Section 203, Use Districts, item J, M1 District (Industrial: General), item 1 Permitted Uses and Structures; add the following Permitted Use:

cc: Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for wholesale distribution.

Under Part Two, Zoning Classifications, Section 203, Use Districts, item K, M2 District (Industrial; Heavy), item 2 Permitted Uses and Structures; add the following Permitted Use:

bb. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for wholesale distribution.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, effective as of the effective date of this ordinance.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4. This ordinance is effective upon completion of publication and any posting as required by law.

PASSED AND APPROVED by a majority vote of the Town Council of the Town of Camp Verde, Arizona on this 27th day of June 2012.

Bob Burnside, Mayor

Date: _____

Approved as to form:

Attest: _____

Deborah Barber, Town Clerk

Town Attorney

MINUTES DRAFT
Regular Session
THE PLANNING AND ZONING COMMISSION
TOWN OF CAMP VERDE COUNCIL CHAMBERS
THURSDAY JUNE 7, 2012
6:30 PM

Minutes are a summary of the actions taken. They are not verbatim.
Public input is placed after Commission motions to facilitate future research.
Public input, where appropriate, is heard prior to the motion

1. **Call to Order**
The meeting was called to order at 6:30 p.m.
2. **Roll Call**
Chairperson Butner, Vice Chairperson Blue, Commissioners Hisrich, Norton, Freeman and Hough were present; Parrish was absent.

Also Present: Community Development Director Mike Jenkins, Asst. Planner Jenna Owens, and Recording Secretary Margaret Harper.
3. **Pledge of Allegiance**
The Pledge was led by Hisrich.
4. **Consent Agenda** - All those items listed below may be enacted upon by one motion and approved as Consent Agenda Items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Commission so requests.
 - a. **Approval of Minutes:**
April 5, 2012 Special Session (continued from May 3, 2012 mtg.)
May 3, 2012 Regular Session
 - b. **Set Next Meeting, Date and Time:**
As NeededOn a motion by Norton, seconded by Blue, the Consent Agenda was unanimously approved as presented.
5. **Call to the Public for Items not on the Agenda**
(Comments from the following individual are summarized.)
Sam Reidl said that he had appeared before the Commission previously regarding the issue of the difference between a modular, or manufactured home, and a site-built home. Mr. Reidl wants to know what the zoning is now, why it is, and why it changed. He will go as far as he has to go to get an answer; it is an unresolved item

There was no further public input.
6. **Public Hearing, Discussion and Possible Recommendation to Council for Text Amendments to the Town of Camp Verde Planning & Zoning Ordinance under Part Two, Section 203 (Use Districts), adding an item to Permitted Uses and Structures of Microbreweries and Wineries for the C2, C3, M1 and M2 Districts. Also, under Part Three, Section 306, Item B (Mobile/Manufactured Home and Recreational Vehicle Park Standards), Item B.1.4, B.2.a & B.2.b changing the Agency responsible for issuing a Mobil Home Rehabilitation permit from the Town of Camp Verde to the Arizona Department of Fire, Building and Life Safety, Office of Manufactured Housing and removing the allowance to move a Mobil Home that was previously outside the Town limits into the Town. Staff: Mike Jenkins**
On a motion by Norton, seconded by Hough, the Commission unanimously recommended approval of the text amendments to the Planning and Zoning Ordinance to

include as a Permitted Use Microbreweries and Wineries in the C2, C3, M1 and M2 Zoning Districts with the restrictions that are noted.

On a motion by Freeman, seconded by Norton, the Commission unanimously voted to continue consideration of Section 306 – Mobile/Manufactured Home Parks to the next scheduled meeting of the Planning & Zoning Commission.

Community Development Director Jenkins explained that staff has determined that certain permitted uses need to be updated in order to meet the needs of the growing microbrewery and winery industry in the Town of Camp Verde. Research into venues throughout the state and other communities has found that microbreweries and wineries are being created within the C-2 Districts. The brewing is a quiet process behind closed doors, no outside storage, and has no adverse impact on the residential community. Jenkins said that the Commission is being asked to consider the changes indicated in the packet material, which he briefly reviewed. There was also a brief discussion regarding a possible noise issue from patrons enjoying the on-site consumption of beverages.

Steve Goetting, from The Horn, spoke on behalf of the local microbreweries and wineries. During his presentation he displayed an example of one of the local products that are being sold throughout 35 states and pointed out the label stating that the product is manufactured in the Town of Camp Verde. Mr. Goetting also explained the quiet brewing process, noting that it is not really a day-to-day process.

Commission Discussion

After a brief discussion regarding the two separate issues on the agenda, the zoning text changes and the revisions regarding mobile/manufactured homes, the Commission decided to first consider the subject of the zoning text changes as to microbreweries and wineries. Jenkins reviewed the text amendments, explained why they are being recommended, and pointed out the changes made to the C-2, C-3 and M1 and M2 Districts to include, as well as regulate, the addition of microbreweries and wineries and the manufacturing and processing of beer or wine for on-line consumption or wholesale distribution.

Following discussion on the recommended text amendments, the Commission next addressed the proposed revisions to Section 306 regarding mobile/manufactured homes. Jenkins presented an overview of the changes, in particular the transfer of responsibility for issuing rehabilitation permits from the Town of Camp Verde to the Arizona Department of Fire, Building and Life Safety, Office of Manufactured Housing; Jenkins added that a mobile home is defined as any manufactured home constructed prior to June 15, 1976. There was some concern expressed in regard to Item 2.b. that provided that "no mobile home may be moved into the Town of Camp Verde," even though it had been rehabbed and certified by the State of Arizona. The members discussed at length the question of whether the Town would have the right to prevent such a mobile home from being moved into the Town of Camp Verde.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Ed Collins said he is wondering why the Town would give up its power to the State, giving it the right to dictate the rules. *Chairperson Butner briefly addressed the speaker's concerns and explained how such power is created and takes precedence, beginning with the Federal government.*

Sam Riedl stated his belief that the Commission would not listen to him, anyway, since the members all have their minds made up; he thanked the Commission and left the Chambers.

There was no further public input.

Continuing the discussion, there was a suggestion that language be added to Item 2.b., stating, "...unless certified by the Office of Manufactured Housing." The members generally agreed that the intent of Item 2.b. was not necessarily to limit affordable housing, but to prevent any more unsightly older mobile homes from being brought into the Town. Questions were raised as to whether a rehabbed unit could be reclassified as a newer model, upgrading it from the June 15, 1976 definition, whether the rehab included not only safety upgrades, but cosmetic changes as well, and on what legal basis would the Town be able to ban the mobile homes. After further discussion and agreement that more information is needed in order to make any recommendation, it was agreed that staff will research the questions raised, including the question of the legality of the proposed ban. It was decided that consideration of the proposed revisions to Section 306 will be continued to the next scheduled meeting of the Commission; staff will provide the requested further information for review.

7. Call to the Public for Items not on the Agenda

There was no public input.

8. Commission Informational Reports:

Butner reminded everyone of the Frontier Days Rodeo in Prescott on June 28, ending on July 4th; it will be the 125th Frontier Days Rodeo, coinciding with Arizona's Centennial Celebration; everyone was urged to attend the event.

9. Staff

There was no staff report.

10. Adjournment

On a motion by Hough, seconded by Hisrich, the meeting was adjourned at 7:46 p.m.

Joe Butner, Chairman

Planning & Zoning

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Planning & Zoning Commission of the Town of Camp Verde during the Special Session of the Planning & Zoning Commission of the Town of Camp Verde, Arizona, held on the 7th day of June 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2012.

Margaret Harper, Recording Secretary

Jenna Owens

From: Bill Sims [REDACTED]
Sent: Tuesday, June 12, 2012 2:53 PM
To: Jenna Owens
Subject: RE: Ordinance for review for Camp Verde

Jenna:

This looks good; you just need to capitalize the word Microbreweries on page one last para. I assume that Mike has done all the proper physical and newspaper postings.

William J. Sims III
Sims Murray, Ltd.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: Jenna Owens [mailto:[REDACTED]]
Sent: Tuesday, June 12, 2012 12:06 PM
To: Bill Sims
Subject: Ordinance for review for Camp Verde

Mr. Sims,
Please find attached a draft Ordinance 2012-A384 for text amendment changes to the Planning & Zoning Ordinance. This will be for Council Hears Planning & Zoning and needs to be turned in to the Clerk's office by Monday June 18th. So if you would please review this for me I would appreciate it.

Respectfully and have a good rest of the day,

Jenna Owens – Asst. Planner
Town of Camp Verde

Effective January 10, 2010, Town offices are closed on Friday. Hours of operations are Monday - Thursday 7 am to 6 pm.

All messages created in this system belong to the Town of Camp Verde and should be considered a public record subject to disclosure under the Arizona Public Records Law (A.R.S. 39-121). Town employees, Town public officials, and those who generate email to them, should have no expectation of privacy related to the use of this technology.

In addition, to ensure compliance with the Open Meeting Law, Council or Board/Commission members who are recipients of this message should not forward it to other members of the Council or Board/Commission of the Town of Camp Verde. Council Members or Board/Commission members may reply to a staff member regarding this message, but they should not send a copy of a reply to other Council or Board/Commission members.

Please consider our environment before printing this email. 

8.0



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: June 27, 2012

Meeting Type: Regular Session

Consent Agenda Regular Business

Agenda Title: Discussion, consideration and possible selection of two candidates who are seeking election to the Arizona Municipal Risk Retention Pool Board of Trustees to fill two, four-year terms that expire in 2016 and authorization for the Manager (Council appointed designated voting representative) to complete the corresponding 2012 Trustee Ballot based on Council’s selection. Candidates in random order include: Karen Daines, City of Sedona, Jesus “Rudy” Rodriguez, City of Cottonwood, Jackie Walker, City of Kingman, Jean Poe, Town of Buckeye, Terry A. McDonald, City of El Mirage, and Allen Muma, Town of Jerome.
(Staff Resource: Russ Martin)

Purpose and Background Information:

The Arizona Municipal Risk Retention Pool (AMRRP) is inviting the Town to exercise their right to vote for two candidates who are seeking election to the AMRRP Board of Trustees to fill two, 4-year terms that expire in 2016.

The League of Arizona Cities and Towns (ballot recipient) must receive the ballots by **July 9, 2012**.

ATTACHMENTS:

1. 2012 Board of Trustees Election Information
2. 2012 Election Ballot
3. Candidate Nominations and their corresponding biographies

Recommendation: Select two candidates who are seeking election to the Arizona Municipal Risk Retention Pool Board of Trustees to fill two, four-year terms that expire in 2016 and authorize the Manager (Council appointed designated voting representative) to complete the corresponding 2012 Trustee Ballot based on Council’s selection. Candidates in random order include: Karen Daines, City of Sedona, Jesus “Rudy” Rodriguez, City of Cottonwood, Jackie Walker, City of Kingman, Jean Poe, Town of Buckeye, Terry A. McDonald, City of El Mirage, and Allen Muma, Town of Jerome.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Administration
Action Report prepared by: C. Brown

Contact Person: Russ Martin



06-26-12A07:21 RCVD

2012 Board of Trustees Election Information

The Annual Members' Meeting of the Arizona Municipal Risk Retention Pool (AMRRP) is **Friday, July 13, 2012, 10:00 AM** at the League of Arizona Cities and Towns, 1820 W. Washington St., Phoenix, Arizona 85007. At the meeting, Members will vote for Trustees to fill **two** expiring Board of Trustees positions.

During the meeting, Members may exercise their right to vote in person. **However, if Members are unable to attend, pursuant to A.R.S. §10-3708, they may submit their vote on the enclosed ballot and return it (in the enclosed return envelope) to the League of Arizona Cities and Towns, 1820 W. Washington St., Phoenix, Arizona 85007, no later than 5:00 PM, Monday, July 9, 2012.** Currently, the quorum requirement (either in person or by ballot) for the Annual AMRRP Member Meeting is one-third of AMRRP's total membership of 75, or 25 Members.

Each Member is entitled to vote for **two** Trustees, including any candidates whose names you may choose to write in.

- ★ A ballot marked with more than **two** choices will not be counted.
- ★ Ballots must be signed, dated and received by **5:00 PM on Monday, July 9, 2012.**
- ★ The two nominees receiving the highest number of votes will be elected to the Board of Trustees, each for a four-year term.
- ★ In the event of a tie, AMRRP Members present and voting on July 13, 2012 will vote and break the tie.

The newly elected Trustees will join the Trustees whose (terms) are listed below:

Scott Barber, (2009–2013)
Administrative Services Director
City of Casa Grande

Bob Easton, (2009–2013)
Safety & Risk Manager
Town of Oro Valley

Jackie Baker, (2010–2014)
Councilmember
Town of Camp Verde

David Kincaid, (2011–2014)
City Manager
City of Safford

Deane Blumberg, (2011–2015)
Mayor
Town of Sahuarita

Dean Coughenour, (2011–2015)
Risk Manager
City of Goodyear

Kelly Udall, (2011–2015)
Town Manager
Town of Pinetop-Lakeside

Ken Strobeck, (ex-officio)
Executive Director
League of Arizona Cities & Towns

Biographical information as submitted by the candidate or their city/town is enclosed.

Arizona Municipal Risk Retention Pool
14902 North 73rd Street ★ Scottsdale, Arizona 85260
(602) 996-8810 ★ (888) 309-4339 ★ Fax (602) 996-9045



2012 Election Ballot

Agenda #4

Pursuant to A.R.S. § 10-3708, the undersigned Member of the Arizona Municipal Risk Retention Pool (AMRRP) hereby casts the votes as designated below, which the undersigned is entitled to cast, as a Member at the Annual Meeting of the Members to be held on Friday, July 13, 2012.

Names were drawn in random order. That order is reflected herein.

(Vote for not more than 2)

- ★ **Karen Daines**, Assistant City Manager
City of Sedona
- ★ **Jesus "Rudy" Rodriguez**, Administrative Services General Manager
City of Cottonwood
- ★ **Jackie Walker**, Human Resources/Risk Management Director
City of Kingman
- ★ **Jean Poe**, Risk Management
Town of Buckeye
- ★ **Terry A. McDonald**, Assistant Police Chief
City of El Mirage
- ★ **Allen Muma**, Chief of Police
Town of Jerome
- ★ **Write In Candidate**
- ★ **Write In Candidate**

X

Voting Designee Signature

City/Town

Date

This form must be received by the League of Arizona Cities & Towns
1820 West Washington, Phoenix, Arizona 85007
By 5:00 PM Monday, July 9, 2012
kstrobeck@azleague.org/Fax: 602-253-3874

Sandy Morari

From: Ken Strobeck
Sent: Monday, June 04, 2012 10:58 AM
To: Sandy Morari
Subject: FW: Nomination of Karen Daines for membership on AMRRP Board of Directors
Attachments: Daines Resume.docx

-----Original Message-----

From: Tim Ernster [mailto:TErnster@sedonaaz.gov]
Sent: Monday, June 04, 2012 9:57 AM
To: Ken Strobeck
Subject: Nomination of Karen Daines for membership on AMRRP Board of Directors

Mr. Strobeck,

I am nominating **Karen Daines** to fill an opening on the AMRRP Board. Karen was hired as the Assistant City Manager of the City of Sedona in March 2012. Among other work assignments, she is currently responsible for Finance, Information Technology, Transit, Intergovernmental Relations, Recreation, and the ten Year capital Improvements Plan.

Karen has almost sixteen years of service to municipalities and fire districts and has a very strong background in municipal finance and over eighteen years of experience in the public sector. Prior to being hired as the Assistant City Manager, Karen served as the Chief Financial Officer of the Sedona Fire District from June 2008 until March 2012. Prior to her employment with the Sedona Fire District, she worked for the City of Peoria, Arizona for seven years, serving as the Administrative Services Manager for the fire department. Karen also worked for the City of Phoenix in the Budget and Management Office for almost four years and also worked for the City of Avondale prior to her employment with the City of Phoenix.

Karen has a very strong background in municipal finance and budgeting, public safety union negotiations, human resources management, and policy development. Her background in municipal government, and her expertise in public safety operations will serve her well in the role of a member of the AMRRP Board.

I strongly recommend Karen for membership on the Board. I have attached a copy of Karen's resume. It does not include her current employment with the City of Sedona, since she was just hired by the City in March. If you need any additional information, please feel free to contact me.

Tim Ernster

Tim Ernster, City Manager
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
Office (928) 204-7127
Fax (928) 282-5671
TErnster@SedonaAZ.gov

Karen A. Daines, MPA, CPFO

30 Klondike Drive
Sedona, AZ 86351
928 451 6390 • karendaines@gmail.com

PROFILE

Proven leader with extensive public policy and governmental finance experience. Exceptional track record of budgetary and fiscal successes in a variety of public sector agencies. Demonstrated ability to evaluate complex information, develop innovative solutions to organizational issues, and build consensus amongst varying interest groups. Consistent record of innovation, achievement and progressive advancement in an array of dynamic and rapidly changing public service environments, all with their own unique and varied challenges. Well-rounded generalist with a strong desire to build relationships and serve the public. One of less than 500 Certified Public Finance Officers (CPFO) throughout the United States and Canada.

EMPLOYMENT

6/08 - Present **Sedona Fire District, Sedona, AZ – Business Director**

- Serves as the Chief Financial Officer (CFO) and key Senior Administrative Officer for the Sedona Fire District; a special purpose government/local taxing authority with a \$16 million annual budget and 110 employees
- Provides leadership, vision and advocacy in the oversight of daily activities and operations of the Finance and Budget Department, Human Resource Department, Regional 9-1-1 Dispatch Center, Telecommunications and Information Technology Department, and General Administration Division
- In conjunction with four direct management reports and 33 staff members, analyzes, develops, implements and evaluates policies, programs and procedures for assigned areas of responsibility including determining appropriate service and staffing levels, establishing goals and objectives, and allocating resources to gain maximum efficacy
- Provides overall organizational direction as it pertains to all business related activities; focusing on fiscal responsibility, managing performance, evaluating the big picture, and achieving tangible results for the District and the community
- Responsible for implementing financial policy and overall financial management strategies which have resulted in a strong and stable fiscal condition, an exceptional achievement in light of the local and national economic challenges and a heavy reliance on local property tax in an environment where assessed valuations are declining
- Advises staff on major projects and in resolving conflicts and problems; then empowers employees to act
- Builds and facilitates relationships with and between elected officials, internal staff, citizens of the District and a variety of public and private sector stakeholders, working towards gaining consensus whenever possible
- Receives policy direction from the SFD Governing Board, routinely provides highly responsible and complex administrative support to the elected body and the Fire Chief
- Demonstrates the highest personal and professional ethics in all actions; models the way for subordinates
- Employs common sense, good judgment, analytical skills, and thoughtful deliberation in all decision making
- Represents and supports the policies of the District to members of the public, press, and other stakeholders
- Facilitates all organizational strategic planning activities: including operationalization of long range vision

1/01 - 6/08 **City of Peoria, AZ - Fire Department - Administrative Services Manager**

Progressive advancement: Management Analyst to Administrative Services Manager

- Oversaw operating & capital budget administration and revenue estimating & tracking, \$25 million annually
- Responsible for contract admin: intergovernmental agreements (IGAs), development agreements, vendor contracts
- Conducted policy, program, and budget analyses, management studies, user-fee & development impact fee analyses, developed and implemented organizational policy as a result of thoughtful deliberation
- Oversaw all human resource functions for 173 member dept, including administration of firefighters' MOU
- Managed division of eight: recruitment, training, teambuilding & performance assessment of assigned staff
- Oversaw dept administrative functions including procurement, payroll, grants, and info technology/GIS
- Managed projects including software implementations, labor/management program development and implementation, and various special City Council and/or management initiatives
- Served on project team to design and build four fire stations and a joint public safety administration building
- Served on three Fire Dept labor negotiation teams effectively resulting in new MOU agreements

10/97 - 1/01 **City of Phoenix, AZ - Budget and Research Department - Management Assistant II**

Progressive advancement: Management Assistant I to Budget Analyst II to Management Assistant II

- Conduct management studies: work with operating departments to analyze requests for programmatic or policy changes, develop strategies, collect data, analyze information, develop options, present findings and recommendations to City Council and/or City Management
- Coordinate preparation of detailed annual operating budgets for Police, Fire, Neighborhood Services and Public Works Departments; collective budgets in excess of \$585 million annually

City of Phoenix, AZ (continued)

- Provided staff support to the City Council Ethics and Public Safety Subcommittee, Criminal Justice Coordinating Committee, and the multi-jurisdictional Domestic Violence Ad Hoc Committee
- Prepared expenditure, revenue, and performance measure status reports on assigned departments
- Coordinated Local Law Enforcement Block Grant Program: liaison between City departments, Department of Justice, Maricopa County, and the Governor's Office

9/96 - 10/97 City of Avondale, AZ - City Manager's Office - Management Assistant

- Provided professional level staff support to the City Manager and Assistant City Manager
- Routinely prepared and presented a variety of reports to City Management & City Council
- Prepared operating budgets for City Manager's Office, Economic Development & non-departmental areas
- Worked with Economic Development Department: facilitated client meetings, performed economic impact analyses, developed site profiles, formulated development agreements for new commercial development
- Served as Community Development Block Grant (CDBG) Program Coordinator: administered and executed capital projects, advised City staff & City Council on CDBG utilization; coordinated grant application preparation and reporting; liaison with Maricopa County, Advisory Council (CDAC) & citizens; conducted public hearings
- Served as the City's Risk Pool Administrator and Risk Manager; liaison with insurance carrier; advised on risk management and liability issues; developed policies & procedures for dealing with risk management issues

7/95 - 9/96 Clerk of the Superior Court - Maricopa County (contract position)

- Administered two research projects to identify & implement cost-saving alternatives to public service delivery
- Developed operations manual for implementation of new computer accounting system
- Trained Clerk of the Court staff on use of new accounting system

Summer '95 Governor's Office - State of Arizona - Division of Children and Family

- Researched & compiled a comprehensive report to the Governor and the Arizona Legislature detailing Juvenile Justice Advisory Council (JJAC) activities between 1992-1994
- Reviewed & assessed Requests for Proposals (RFPs) and sub-grantees quarterly reports
- Provided staff support to Juvenile Justice Advisory Council

EDUCATION/CERTIFICATION

- Aug 1996 **Arizona State University, School of Public Affairs - Tempe, AZ**
Master of Public Administration; Sub-specialization in Government Budget & Finance
- Aug 1994 **Binghamton University, State University of New York - Binghamton, NY**
Bachelor of Science in Applied Social Science & Counseling
- Jun 2009 **Certified Public Finance Officer (CPFO)**
Government Finance Officers Association (GFOA); one of less than 500 recipients in the US and Canada

SPECIAL ASSIGNMENTS/ACCOMPLISHMENTS

- 2010 **Spearheaded Development of New Finance Related Legislation for Fire Districts in Arizona**
• Worked with AZ Fire District Association to rewrite state statutes (ARS Title 48) to align with public sector finance related best practices, including the allowance to designate operational fund balance and reserve requirements. SB1218 Fire Districts/Accounts; Finance – signed into law April 28, 2011.
- 2010 **SFD Firefighters Meet and Confer Process and SFD Admin Association Meet and Confer Process**
• Served as lead negotiator for two employee groups; established updated terms for wages, hours, and working conditions with an emphasis on normalizing wages and benefits amongst industry comparables
- 2009 **Distinguished Budget Presentation Award**
• Developed new budget and capital improvement process and associated budget documents for the Sedona Fire District. As a result SFD became the first and only fire district in the State of Arizona to earn the GFOA's Distinguished Budget Presentation Award
- 2009 **Sedona Fire District Benefits Plan Development**
• Revamped medical, dental, vision, & long term disability plans within a partially self-funded environment with an internal wellness component; preserving maximum employee benefit and reducing employer costs by \$200,000 in the first year

SPECIAL ASSIGNMENTS/ACCOMPLISHMENTS (continued)

- 2006-2008 **Peoria Fire Department Accreditation**
- Led department through candidate agency status. Project includes self assessment of all department activities; development of Standards of Coverage for operational response, and development of a comprehensive Strategic Plan to guide department activities for the future
- 2005 **Katrina Disaster Recovery**
- Selected to work w/city's Mayor to lead a community project to assist Long Beach, MS with its rebuilding
- 2005 **Internal & External Customer Service**
- Chair: Internal & External Customer Service Workgroup
 - Developed and implemented a customer service program which won a "Best of the West" innovation award
- 2004-2008 **Co-chair Peoria Fire Department Member Services Committee**
- Labor/management cooperative – personnel services
 - Chair: Lake Pleasant Fire and EMS Response Plan Workgroup
- 2005-2008 **Co-chair Peoria Fire Department Strategic Planning Committee**
- Labor/management cooperative – growth management & long-range planning
 - Chair: Training Overtime and Opportunities Workgroup
 - Project lead – Fire Department FireView Geographic Information Systems (GIS) implementation
 - Chair: 800Mhz Radio Communications Transition Team
- 2003-2005 **Skunkworks (City of Peoria Think Tank)**
- Hand-picked by City manager to serve on interdepartmental team of proven organizational leaders to address community identity & service delivery in high growth areas
 - Selected to facilitate Marketplace of Ideas Session on municipal growth and community identity issues at the 2004 ICMA Best Practices Symposium
 - Conducted citizen focus groups to solicit input on community identity and growth related issues
- 2003 **Telestaff Automated Staffing Software Implementation**
- Project Manager: led implementation team to fully automate staffing processes and minimize overtime
 - Co-authored feature article in Fire Chief Magazine on how to conduct a successful implementation, *Stepped Up Staffing*, January 2006

ACTIVITIES/ACHIEVEMENTS

Graduate of the University of Colorado Rocky Mountain Leadership Institute.

Graduate of the National Fire Academy Executive Planning Program.

Peoria Fire Department Civilian Employee of the Year 2003

City of Peoria "Walk on Water" manager designation 2006

Peoria Rotary Club Member 2003-2008

Verde Valley Firefighters' Charities Member

GFOA Certificate of Recognition for Budget Preparation (Distinguished Budget Presentation Award) 2009, 2010



MAY 31 2012

May 30, 2012

AMRRP Nominating Committee
1820 W. Washington Street
Phoenix, AZ 85007-3294

RE: Call for Nominations – AMRRP Board of Trustees

I am once again tendering my nomination to the AMRRP Board. Below is a brief biography:

Please allow me a brief moment to re-introduce myself. I am Jesus "Rudy" Rodriguez, Administrative Services General Manager for the City of Cottonwood. I have been in Cottonwood at my current position for nearly thirteen years. I moved to Cottonwood from Eagle Pass, Texas, where I was the Assistant Finance Director in charge of the daily operations of the Finance Department.

Currently I am fortunate to serve as the Secretary of the Cottonwood Fire Department's Alternative Pension Benefits Board (APB) for the City's volunteer firefighters. In this position, I prepare agendas and minutes for each meeting as well as coordinate meetings between their investment consultant and the APB Board. Inclusive I keep their financial records and ensure that all the necessary reports are submitted on a timely basis to the State Fire Marshall's Office and the State Library Archives.

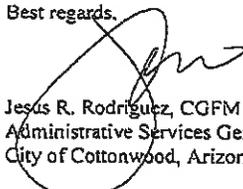
At the regional level, I serve as the current President of the Arizona Public Employers Health Pool (APEHP). This Pool provides health insurance benefits to most of the Schools, Cities, and Towns in the Verde Valley. The APEHP has also recently expanded its services to serve communities, educational institution, and districts throughout the state.

At the state level, I am privileged to serve as the President of the Arizona Municipal Risk Retention Pool (AMRRP), and it's Executive Committee. I also serve the Board as a co-chair of their finance committee. Also at the state level, I serve on the Governor's Latino Advisory Council.

I have a Bachelors of Science in Accounting Control Systems from the University of North Texas. I am a member of the Phoenix Chapter as well as the National Association of Government Accountants (AGA), and a Certified Government Financial Manager (CGFM) in current and good standing. I am also a member of the Government Finance Officers Association, at both the state and national level.

I want to thank you for allowing me to serve you as an AMRRP Board member and for your continued support and consideration as a nominee to the AMRRP Board.

Best regards,


Jesus R. Rodriguez, CGFM
Administrative Services General Manager,
City of Cottonwood, Arizona



Dear Nominating Committee:

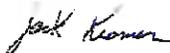
I would like to nominate City of Kingman's Human Resources/Risk Management Director Jackie Walker to the Arizona Municipal Risk Retention Pool Board of Trustees. Mrs. Walker joined the City of Kingman over seventeen years ago and has served as the Human Resources/Risk Management Director for the past ten years. In the last five years, Mrs. Walker has also served in the Intergovernmental Relations role in addition to her responsibilities in Human Resources and Risk Management.

Mrs. Walker currently serves on various commissions: Chairperson for the Mohave County Merit Commission, board member and past-Chairperson of the Mohave County Judicial Merit Commission, member of the Arizona Municipal Risk Retention Pool's Loss Control committee, charter member of the North West Arizona SHRM Council, and a member of the League Legislative Strategy Task Force. She is certified as a Competent Professional through the International Public Management Association and has held a certification as a Professional in Human Resources through SHRM. She is a cum magna laude graduate of Northern Arizona University and earned her Bachelor's degree in Public Agency Administration.

Under Mrs. Walker's leadership, the City of Kingman successfully transitioned from a fully insured group health benefits plan for approximately 700 members to self insured in July 2003 saving the City of Kingman thousands of dollars. In 2004, along with Southwest Risk staff, Mrs. Walker developed and successfully implemented a worker's compensation deductible program and self insuring compensatory claims reducing Kingman's worker's comp liability by over 67%; and among several other accomplishments, Mrs. Walker implemented a City wide safety committee who have been very active with policy development, work site inspections, and involving employees at all levels to promote a safety culture. As the City of Kingman's Intergovernmental Relations Officer, Mrs. Walker provides legislative advocacy on behalf of the City by communicating and coordinating legislative activities and getting involved with the state legislative process.

I recommend Jackie Walker as a candidate to the AMRRP Board of Trustees. Mrs. Walker enjoys challenging issues and is passionate about identifying solutions and building consensus to complex issues of public policy. I believe Mrs. Walker's broad leadership, skills and background would be an asset to the Board and the members it serves.

Sincerely,



Jack Kramer
City Manager
City of Kingman, Arizona



TOWN OF BUCKEYE

June 7, 2012

AMRRP Nominating Committee
League of Arizona Cities & Towns
1820 W. Washington Street
Phoenix, AZ 85007

Dear AMRRP Nominating Committee Members:

Please consider my nomination as Board Member to the AMRRP Board of Trustees. I have previously served on the Board from 2002-2004 and then again from 2006-2010. I accepted a position with Maricopa County in August of 2010 and have just recently been employed with the Town of Buckeye, a long time member of AMRRP.

In addition to the Board of Trustees, I have also served on the Loss Control Committee of the AMRRP Board from 2001 through 2010 and served as the Co-Chair from 2008 – 2010.

I am a Certified Risk Manager (CRM) as well as Certified Safety Professional (CSP). I am currently the Vice-President of the Arizona Chapter of Public Risk Management Association (PRIMA) and an active member of the American Society of Safety Engineers (ASSE).

I received a Bachelor of Science Degree in Industrial Safety from Central Missouri State University. I was transferred to Arizona in March of 1986 and worked in the insurance industry for the 15 plus years. In September 2001, I became the City of Surprise's first Risk Coordinator and have been working for public entities in the Risk Management field ever since.

I want to thank you for allowing me to serve you as an AMRRP Board Member in the past and for your consideration as a nominee to this Board.

Best Regards,

A handwritten signature in black ink that reads "Jean M. Poe".

Jean M. Poe, CSP, CRM
Risk Management
Town of Buckeye

Human Resources Department
530 E. Monroe Avenue • Buckeye, Arizona 85326 • (623) 349-6250 • FAX (623) 349-6270

Sandy Morari

From: Ken Strobeck
Sent: Thursday, May 31, 2012 9:33 AM
To: Sandy Morari
Subject: FW: AMRRP Nomination

From: Steve Campbell [mailto:scampbell@cityofelmirage.org]
Sent: Thursday, May 31, 2012 9:31 AM
To: Ken Strobeck
Subject: AMRRP Nomination

AMRRP Nominating Committee:

This correspondence is in response to the Arizona Municipal Risk Retention Pool, Board of Trustees 2012 Call for Nominations. I would like to personally nominate **Mr. Terry A. McDonald**, Assistant Police Chief, City of El Mirage, AZ, to serve as a Trustee to the Board.

Mr. McDonald is currently serving as an employee with the City of El Mirage as an Assistant Police Chief. He has served in the government/public sector for nearly 40 years, in a variety of leadership positions. They include:

1. Assistant Police Chief- City of El Mirage Police Department
2. Police Chief- City of Youngtown Police Department
3. Special Agent- Arizona Department of Gaming
4. Interim Police Chief- City of Apache Junction Police Department
5. Police Lieutenant- City of Phoenix Police Department

Education: Bachelor of Arts Degree in Human Resource Administration

Mr. McDonald is a true professional with a diverse and seasoned work experience. His experiences, coupled with his fair and objective decision making process would complement the Board well in fulfilling its mission and goals. He has accepted this nomination and is willing to serve if elected.

If I can be of further assistance, please feel free to contact me during normal business hours at (623) 433-9510 or by email.

Thank you.

Steven W. Campbell
Police Chief
El Mirage Police Department
14405 N. Palm Street
Mailing Address: 12145 NW Grand Avenue
El Mirage, AZ 85335

Office: (623) 433-9510
Fax: (623) 815-5322

LEW CURRIER
MEMBER OF COUNCIL



Post Office Box 848 Jerome, AZ 86331-0848
Phone 928.634.8963 Fax 928.634.8963 EMAIL currier@sedona.net

May 31, 2012

AMRRP Nominating Committee
League of Cities and Towns
1820 West Washington Street
Phoenix, AZ 85007

Good Morning:

As Vice-Mayor of the Common Council of the Town of Jerome I would like to nominate our Chief of Police, **Allen Muma**, for the first available seat on AMRRP Board of Trustees.

Allen has been with the Town for the last thirteen years. We have found him to be sharp, highly competent, and very comfortable to work with. His resumé, attached, will show that he is well qualified—note that he sat on a very similar board in Michigan in 1993. He is a dedicated and proven public servant, but is also well versed in other areas. As President of the Jerome Historical Society he has for several years energetically overseen a well respected and well endowed non-profit institution. In the private sector he and his wife own and operate a highly successful bed and breakfast. He is deeply involved in county and regional emergency services. All this gives him an unusually well-rounded view of the rural Arizona culture and economy.

The Jerome Town Council strongly recommends Allen for this position. We feel it is valuable for the Board to hear the thinking of the smaller towns and municipalities in our state. We know those communities don't get much smaller than Jerome.

Allen Muma is a good example of non-metropolitan Arizona, a reasonable and balanced individual, and a good fit for the Board. Please consider him carefully.

Cordially,

Lew Currier
Vice-Mayor, Jerome Common Council

encl.

Allen L. Muma
621 Main Street
PO Box 1113
Jerome, AZ 86331
(928) 300-1234

WORK HISTORY

Chief of Police, Jerome Police Department, Jerome, AZ
06/99 to Present

I was hired in June of 1999 as the Chief of Police for the Town of Jerome. The Town of Jerome was going through a struggle which included manpower shortages, employee disciplinary concerns, poor relationships with other departments and lack of equipment. I established policies and procedures, computerized department records and operations, investigated several internal affairs issues, organized the department and brought the Jerome Police Department to the level of professionalism desired by residents of the Town of Jerome.

I am the Emergency Services Manager for the Town of Jerome and have served in that capacity for ten years. I have attained all levels of FEMA certification required under the ICS Program guidelines and I have established and worked within the incident command system on incidents including bomb threats, escaped prisoners, barricade gunmen, landslides, flooding and large forest fires. I am certified to instruct in areas of critical incident response to terrorist bombings and active shooters as well.

As an AZPOST certified general instructor and specialized instructor, I provide law enforcement and emergency management instruction for my department as well as surrounding agencies. I also provide instruction for active shooter, firearms, and tactical firearms, and instruct numerous topics at the academy level as well.

I received the Award of Valor for lifesaving for actions during a traffic crash on Mingus Mountain, a Meritorious Service Award for the apprehension of a murder suspect, a Meritorious Service Award for a critical incident involving a mental health escapee, and I have received a number of letters of appreciation.

Civilian Police Officer, United Nations, East Timor
05/00 to 11/00

While working as the Chief of Police in Jerome, I applied for and was selected to participate in the United Nations mission in East Timor. My reason for seeking this work was my desire to broaden my experience as a police officer. While in East Timor, I functioned as an armed police officer enforcing the laws in the border region of that country. I performed duties as a patrol team leader, responsible for the direction of 20 multi-national police officers. I was the regional intelligence officer and a field-training officer for newly graduated East Timorese police officers. I investigated the massacre at Atermbua, performed militia detection and apprehension duties, worked contraband interdiction and border patrols.

Deputy Sheriff, Clare County Sheriff's Department, Harrison, MI
04/98 to 06/99

I applied for and was number one candidate for a part-time position as deputy sheriff with the Clare County Sheriff's Department. My reason for seeking this employment was a desire to continue work in law enforcement while I was employed in the construction field. While a part-time deputy, I was assigned as the range officer responsible for firearms training for the

department, additionally, I taught defensive tactics. I did specialty assignments and filled in as the PA416 traffic enforcement unit when needed. I left when I accepted the job with the Town of Jerome.

Police Chief, City of Manton, Manton, MI

04/89 to 09/97

I was hired in 1989 as the Chief of Police for the Manton Police Department. The police department was newly formed and there had been problems with the former staff. I was tossed a set of keys and given a list of goals that the City of Manton wanted to see. I accomplished those and many more. I worked with the community to develop a functional police department capable of handling the needs of the community. I developed policies and procedures, implemented community based policing operations, increased the departments staffing through grants and infrastructure changes and made the Manton Police Department one of the most progressive departments in Northern Michigan at the time. I was a member of the Wexford County Special Weapons Team, and trained with units from all areas of the USA. We routinely integrated with the Saginaw Michigan SWAT for missions. Additionally, I developed programs that won several state and federal awards and gained much recognition. During my tenure as Chief, I received the Governor's Distinguished Service Medal, many letters of commendation and appreciation, five state awards for traffic safety programs as well as two national awards. I left the Manton Police Department in 1997 to pursue a possible change of career.

In February of 1991, I was asked to assume the additional duties (while still the Chief of Police) of City Administrator / Manager on a temporary basis due to the unexpected retirement of the current City Superintendent. In that position I was responsible for securing many much needed grants, implementing policies and procedures that included budget development, infrastructure planning and implementation, employee job duties, risk management, and many others that resulting in reduced employee injuries and absenteeism, decreased cost of services, increased public confidence and significantly improved the financial status of the city. I also acted as the Public Works Director and found myself waist deep in the mud many times in emergencies requiring prompt action in order to maintain city services.

In September of 1993, I was nominated to the Board of Directors of the State Pool of the Michigan Municipal Risk Management Association (MMRMA) and was appointed to fill the position. In this position we were responsible for overseeing the risk management of over 170 municipalities. This included police, fire, public works and general government operations. We reviewed cases, recommended settlements, provided training, and generally conducted operations that were meant to reduce the potential for liability among our members.

Deputy Sheriff, Charlevoix County Sheriff's Department, Charlevoix, MI

02/85 to 10/88

In 1985, I applied for and was appointed to the Sheriff's auxiliary. In that position I was responsible for assisting the regular deputies in duties that ranged from dispatch, prisoner security to regular patrol. During that time I received many letter of commendation and appreciation for my performance.

In 1986, I was hired as a Marine Officer with the department. During that time I was responsible for routine operations involved in marine patrol and rescue work. I was awarded the "Medal of Valor" for lifesaving action in the rescue of four people from a sinking fishing trawler in a severe northeastern storm, as well as becoming the Walloon Lake Association's "Deputy of the Year" in 1986.

In August of 1986, I was selected to attend the police academy. I graduated #1 overall, #2

academically. I was assigned as a patrol officer and took the task of Officer in Charge of the Beaver Island Sub-Station. This was a remote position with only one deputy to patrol over 80 land miles and thousands of miles of water. The community of Beaver Island was populated by less than 300 residents in the winter to over 3,000 in the summer. Compounding the problem was the fact that there was no immediate assistance in times of need. You were on your own with back-up more than 2 hours away. During my stay, I started the Beaver Island Marine Rescue program, acted as Captain of the Marine Rescue program and assisted in implementing an ambulance service on the island.

United State Air Force Reserves

05/82 to 06/88

I joined the Air Force Reserves for the experience, training and educational assistance. I attended basic training and went on to technical school at the Air Force Security Police Academy at Lackland AFB, TX. I was assigned to the 927th Weapons Systems Security Flight where I performed as a unit armorer. I attained the rank of Staff Sergeant in 3 years. I received an Honorable Discharge in 1988. During my time with the unit we deployed to many overseas missions, conducted training and generally prepared for emergencies.

Charlevoix Productions, Inc., Lansing, MI

06/78 to 05/86

In 1978 I was hired as a part-time guard at a large outdoor music theater. In 1980 I was promoted to a supervisor.

In 1982 I was promoted to the position of Security Director for the company. In this position, I was responsible for the planning, implementation operation and supervision of security services at concert facilities throughout Michigan. I supervised up to 200 security personnel that were responsible for the safety of up to 20,000 people at a single event.

In 1983, I was offered and accepted the position of Assistant Facilities Manager for the company. In this capacity I was responsible for the supervision of all operations in all departments with the exception of the stage personnel. I personally designed and built a 4,700 seat amphitheater and built two earthen amphitheaters at two separate outdoor concert facilities. I was also responsible for all risk management operations for the company including personnel, insurance, loss prevention, worker's compensation and exposure reduction.

I left for a more stable job with the Charlevoix County Sheriff's Department.

EDUCATION

Graduate of Charlevoix Public Schools, Charlevoix, MI

Delta Community College, University Center, MI

Community College of the Air Force

Northern Michigan Community College, Petoskey, MI

Lansing Community College, Lansing, MI

I am a certified police officer in Michigan as well as Arizona. I carry an advanced police officer's status in Michigan. I have instructor's ratings in firearms, defensive tactics, active shooter, and traffic safety. I have attended the FBI Violent Crimes School, FBI Executive Development School, the Smith & Wesson Academy, DEA Narcotics Investigation School and the Gunsite Academy. I have amassed over 2,000 hours of continued education in the fields of hazardous materials, critical incident management, FEMA Incident Command System (all levels), SWAT, Glock, Mossberg and Bushmaster armorer, labor relations, emergency response training, counter terrorism, supervision and management, crisis intervention, hostage negotiations, water rescue, rope rescue, employment law, risk management, loss control, workers compensation and much

more

PROFESSIONAL MEMBERSHIPS

Arizona Association of Chiefs of Police
FBI Law Enforcement Executive Development Association
International Law Enforcement Educators and Trainers Association
International Law Enforcement Firearms Instructors Association
National Rifle Association / Law Enforcement Instructors

AWARDS

1982 USAFR Presidential Unit Citation
1985 Various letters of commendation from Charlevoix Sheriff
1986 Air Force Commendation Medal
1986 Medal of Valor, Charlevoix County Sheriff's Department
1991 Traffic Safety Award, Michigan Assoc of Chief's of Police
1992 Outstanding Contributions Award, Michigan Office of Highway Safety Planning
1994 Meritorious Service Medal, Michigan Assoc of Chief's of Police
1994 Seatbelt Challenge Award, 1st, Office of Highway Safety Planning
1995 Seatbelt Challenge Award, 1st, Office of Highway Safety Planning
1995 Honorable Mention, National Highway Safety Institute
1995 Traffic Safety Award, International Assoc of Chief's of Police
2002 Distinguished Service Medal, Town of Jerome
2004 Medal of Valor for Lifesaving, Town of Jerome
2005 Positive Force Award in Law Enforcement
2009 American Legion Law Enforcement Officer of the Year – Verde Valley
2011 Distinguished Service Award, Town of Jerome

COMMUNITY INVOLVEMENT

2002 to Present. Jerome Historical Society. President from 2005 to Current. Oversaw successful application of several large grants including JHS Museum renovations, New State Motor Building Project, Historic overlook Project, Audrey Head Frame Project.

2003 to Present. Verde Valley Ambulance Company, Inc. I was appointed to the Board of Directors of the Verde Valley Ambulance Company in 2003. The board was responsible for oversight of an ambulance company operating seven ambulances within the Verde Valley, servicing the communities of Cottonwood, Clarkdale, Jerome and some unincorporated areas. In 2009 I was appointed President, and in that capacity I oversaw the purchase, remodeling and completion of new operational complex for the company, the hiring of a new EMS Chief, and review and adoption of all new policies and procedures. The company is currently in the best fiscal shape in it's history. In 2011 we started a grant program that gave almost \$50,000 to the local communities and charities.

REFERENCES

Personal and Professional references available upon request.



Meeting Notice

Arizona Municipal Risk Retention Pool Annual Members' Meeting & Board of Trustees Election

**Friday, July 13, 2012
10:00 AM**

League of Arizona Cities & Towns
1820 W Washington St
Phoenix, Arizona, 85007
(602) 258-5786

Members & Nominees are encouraged to attend
