GRAHAM COUNTY BOARD OF SUPERVISORS

PUBLIC NOTICE / AGENDA

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Graham County Board of Supervisors and to the general public that the Board of Supervisors will hold a meeting open to the public on the following date, at the following time and at the following location:

DATE: February 7, 2022
TIME: 8:00 A.M.
PLACE: General Services Building
921 Thatcher Blvd.
Safford AZ 85546

The agenda for the meeting is as follows:

8:00 CALL TO ORDER AND PLEDGE OF ALLEGIANCE

BOARD
Approval of minutes of the regular meeting and work sessions held on January 18, 2022

ELECTED OFFICIALS/DEPARTMENT HEADS
Open Forum-General Discussion
Operational Activities

MICHAEL BRYCE
D/A Approval to accept Quit Claim Deed from Nathan T. Buhr for a portion of Parcel #105-01-031 for the right of way on Morris Lane

D/A Approval to accept Quit Claim Deed from Nathan T. Buhr for a portion of Parcel #105-01-028 for the right of way on Morris Lane

BOARD
D/A Approval to ratify appointment of Trey Andrews as Parks & Fairgrounds Director, salary set at Unclassified Range G, Step 2

D/A Approval of Resolution 2022-01, Drug-Free Work Place

D/A Approval of Resolution 2022-02, Equal Opportunity in the Workplace

D/A Consider Approval of Resolution 2022-03, A Resolution of the Graham County, Arizona, Board of Supervisors abolishing the Graham County Justice of the Peace, Precinct #2, and redrawing the Graham County Justice of the Peace, Precinct #1, Precinct Boundaries
Pursuant to A.R.S. §38-431.02(K) members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on items presented

D/A Approval of demands and hand written warrants

PUBLIC HEARING

D/A Road Name Request. Applicant is Robert Barney. Request is to name a private easement. Proposed road name is “Shepherd Lane”. Situs address is along Central Road.

BIDS

D/A Open the following bids:

Field 1 Lighting Replacement Project  #21/22-14
Health Department 60KW Industrial Generator  #21/22-16

CALL TO THE PUBLIC

ADJOURNMENT

WORK SESSION 1

Health, Highways, Parks, Engineering, and Planning & Zoning. Discuss roadways, signage, zoning, construction, maintenance, projects, personnel, etc. Following the Work Session, the Board will convene for lunch at Gila Hank Cafe, 615 N. Stadium Ave., Thatcher, AZ 85552

WORK SESSION 2 @1:30  BLM Discussion

NOTE: In accordance with A.R.S. §38-431.03(A), an Executive Session for legal advice may be held concerning any of the agenda items.

Detailed information on agenda items can be obtained at the Board of Supervisors office located in the Graham County General Services Building, 921 Thatcher Blvd., Safford, Arizona.

Persons with a disability may request a reasonable accommodation for special assistance by contacting Dustin Welker at telephone number 928-428-3250. Requests should be made as early as possible to allow time to arrange the accommodations.

NOTICE

Due to precautions related to Corona virus (COVID-19) and recommended social distancing, the Graham County Board of Supervisors has provided the following YouTube channel:

https://www.youtube.com/channel/UCnr0vckycgu_Z6DuHXfAKEg

If you feel it is necessary to participate in person please understand the risks of close contact with others during this time of uncertainty. The Board asks that you observe social
distancing of at least six-feet and be mindful of what objects and surfaces you or others touch.
The Graham County Board of Supervisors met in a regular session this date with the following present:

Danny Smith                  Chairman
Paul R. David                Vice-Chairman
John Howard                  Member
Dustin Welker                County Manager / Clerk
Hannah Duderstadt            Deputy Clerk

Chairman Smith called the meeting to order at 8:01 a.m. and led the Pledge of Allegiance. Upon motion of Supervisor David, seconded by Supervisor Howard, the minutes of the regular board meeting and work sessions held on January 3, 2022, were approved.

Health Director Brian Douglas requested approval to ratify a Consulting Agreement with Juli Weatherhead for COVID-19 services. Upon motion of Supervisor David, seconded by Supervisor Howard, the request was unanimously approved.

Planning & Zoning Director Steve McGaughey requested approval of a Special Event Liquor License for the South Eastern Arizona Sportsman Club at the fairgrounds on February 26, 2022. Upon motion of Supervisor Howard, seconded by Supervisor David, the request was unanimously approved.

County Manager Dustin Welker requested approval to appoint Darlene Alder to serve a two-year term on the Personnel Committee. Upon motion of Supervisor David, seconded by Supervisor Howard, the request was unanimously approved.

Under current events report, Supervisor Howard had nothing to report at this time.

Supervisor David reported on the following: 1/05 Effective Engagement with State Lawmakers webinar; 1/06 ADOT zoom conference; Luggie Baca’s retirement; 1/10 Legislature Opening Session; Safford City Council mtg.; 1/11 Historical Society mtg.; 1/12 Desert Cat Rescue mtg.; 1/13 AZ/NM Coalition Board mtg.; 1/14 CSA LPC conference;

County Manager Welker reported on the following: Buford Wash project update; Field 1 project update; Little League agreement, Transfer Site offices update; CSA legislation bills;

Demands and hand written warrants were unanimously approved upon motion of Supervisor Howard, seconded by Supervisor David. Pursuant to the provisions of A.R.S. §11-217, as amended in 1996, those demands/warrants for any supplier which total more than $1,000.00 are as follows:

<table>
<thead>
<tr>
<th>SUPPLIER / PURPOSE</th>
<th>AMOUNT OF WARRANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3G PLUMBING &amp; SERVICES, LLC</td>
<td>$1,622.95</td>
</tr>
<tr>
<td>ADVANCED AIR/ ALTECH REFRIGERATION</td>
<td>$6,582.71</td>
</tr>
<tr>
<td>AMAZON</td>
<td>$3,821.83</td>
</tr>
<tr>
<td>ARIZONA ASSOCIATION OF COUNTIES -</td>
<td>$2,397.49</td>
</tr>
</tbody>
</table>
Chairman Smith announced it was the time and date to hold a public hearing on the following, Planning & Zoning Director Steve McLaughney gave background on the request.

Road Name Request. Applicant is Planning & Zoning. Request is to name a private easement. Proposed name is “Drew Drive”. Situs address is north of Quail Trail.

No one spoke in favor or against the request. Upon motion of Supervisor David, seconded by Supervisor Howard, the request was unanimously approved.

Chairman Smith announced it was the time and date to hold a public hearing on the following, Planning & Zoning Director Steve McLaughney gave background on the request.
Road Name Request. Applicant is Planning & Zoning. Request is to name a private easement. Proposed name is “Payton’s Way”. Situs address is west of Pommel Street, Safford.

No one spoke in favor or against the request. Upon motion of Supervisor David, seconded by Supervisor Howard, the request was unanimously approved.

Chairman Smith announced it was the time and date to hold a public hearing on the following, Planning & Zoning Director Steve McGaughey gave background on the request.

Road Name Request. Applicant is Planning & Zoning. Request is to name a private easement. Proposed name is “Thomas Place”. Situs address is north of Quail Trail.

No one spoke in favor or against the request. Upon motion of Supervisor Howard, seconded by Supervisor David, the request was unanimously approved.

At 8:17 a.m. and upon motion of Supervisor Howard, seconded by Supervisor David, the Board unanimously voted to enter an executive session to consider retaining Carden Livesay, Ltd., to be retained to defend 2022 tax valuation lawsuits filed by NatureSweet and Mt. View Terrace Apartments. Those in attendance in addition to the Board were:

Darlene Alder  Assessor
Brett Bluth  Property Appraiser I
Valerie Cooke  Chief Deputy Assessor
Scott Bennett  County Attorney
Jean Roof  Civil County Attorney
Hannah Duderstadt  Elections Director
Joshua Carden (telephonic)  Carden Livesay
Dustin Welker  County Manager

Recommendations on the tax valuation lawsuits were discussed.

Chairman Smith adjourned the session at 9:01 a.m.

At 9:01 a.m. the Board entered into an executive session to discuss updates on lawsuit regarding the referendum petitions. Those in attendance in addition to the Board were:

Scott Bennett  County Attorney
Jean Roof  Civil County Attorney
Hannah Duderstadt  Elections Director
Dustin Welker  County Manager

An update of the election lawsuit was discussed. At this time Supervisor David took his leave for the day.

The executive session adjourned at 9:19 a.m.

Chairman Smith reconvened the regular meeting at 9:21 a.m.
Upon motion of Supervisor Howard, seconded by Supervisor Smith, it was unanimously approved to retain Carden Livesay, Ltd., to be retained to defend lawsuit filed by NatureSweet, USA, against Graham County challenging their 2022 tax valuation.

Chairman Smith adjourned the meeting at 9:22 a.m. At this time Supervisor Smith took his leave for the day, and Supervisor Howard presided over the following work sessions.

Supervisor Howard called the first work session to order at 9:25 a.m. Those in attendance in addition to Supervisor Howard were:

Eric Angle  
Collin Fanning  
Brian Douglas  
Steve Puzas  
Steve McGaughey  
Dustin Welker  

Deputy County Engineer  
Emergency Management Deputy Director  
Health Department Director  
Highway Superintendent  
P & Z Director  
County Manager

Various Health, Highway, and Planning & Zoning issues were discussed.

Supervisor Howard adjourned the work session at 10:30 a.m.

Supervisor Howard called the second work session to order at 9:25 a.m. Those in attendance in addition to Supervisor Howard were:

Julie Rodriguez  
Josh Halversen  
Anne Elder  
Gary Griffith  
Wyatt Palmer  
Dustin Welker  

Chief Financial Officer  
Chief Probation Officer  
Judicial Assistant  
JP#1 Judge  
JP#2 Judge  
County Manager

The Justice of Peace courts were discussed.

Supervisor Howard adjourned the work session at 11:35 a.m.

Supervisor Howard called the first work session to order at 9:25 a.m. Those in attendance in addition to Supervisor Howard were:

George Garcia  
Dustin Welker  

Forest Service  
County Manager

The US Forest Service gave a quarterly report.

Supervisor Howard adjourned the work session at 1:40 p.m.
GRAHAM COUNTY BOARD OF SUPERVISORS

Danny Smith, Chairman

ATTEST:

Dustin Welker, Board Clerk
Board Meeting Date
February 7, 2022

Description of Request: One (1) form is required per agenda item.
Acceptance of Right of Way on Morris Lane from Nathan T. Buhr, a part of parcel 105-01-031, Section 6, Township 6 South, Range 25 East of the Gila and Salt River Meridian, Graham County, Arizona.

History/Background:
Morris Lane Right of Way Adjacent to Tinsley Place Lots.

Submitted by (Department):
Engineering

Reviewed & Approved by (Elected Official/Department Head):
Michael Bryce

Date:
January 24, 2022

Contact Number:
928-428-0410

Source of Funds:

Certification of available funds, if applicable:

Approved (C.F.O.):

Reviewed by County Attorney, if applicable (All Contracts, IGA's, Claims, etc.):

Approved (County Attorney):

1) Agenda request form with one (1) copy of supporting documentation for County Manager's approval.
2) Any contracts, IGA's, etc., should include one (1) original and (1) copy.
3) Original documents that require signature with signature pages clearly marked with "SIGN HERE" tabs.
4) Must be received by Clerk of the Board no later than Tuesday, 12:00 p.m. prior to the Board Meeting.

Date approved for agenda: 2-7-22

Approved (Board Clerk):
QUIT CLAIM
(Morris Lane Right of Way)

For the consideration of Certain Mutual Benefits, Nathan T. Buhr (“GRANTOR”), hereby quitclaims to Graham County, a political subdivision of the State of Arizona (“GRANTEE”), all right, title and interest in and to the West 25 feet of the Real Property located at 7975 W. Tinsley, Pima, Arizona and described as follows:

See Exhibit A (Right of Way Morris Lane) HERETO AND BY REFERENCE MADE A PART HEREOF
(Owned/Affected Property – APN 105-01-031) T6S R25E Sec 6, Graham County, Arizona

Nathan T. Buhr, LLC , Grantor

STATE of ARIZONA )

) SS.

County of Graham )

This instrument was acknowledged before me this 26th Day of January, 2022 by Nathan T. Buhr, LLC

My Commission expires 12-21-2024

Notary Public

APPROVED AND ACCEPTED:
County of Graham, State of Arizona

By: ________________________________ By: ________________________________
Danny Smith, Chairman
Board of Supervisors
Dustin Welker, Clerk of the Board
50' Ingress/Egress & Utility Esmt
2020-01496

Line Table

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<tr>
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<th>Length</th>
<th>Direction</th>
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<tbody>
<tr>
<td>L1</td>
<td>25.00</td>
<td>N89° 38' 03&quot;W</td>
</tr>
<tr>
<td>L2</td>
<td>25.01</td>
<td>N89° 25' 02&quot;E</td>
</tr>
</tbody>
</table>

MPR L1

N89° 38' 03"W 220.00'

195.08'

MORRIS LANE

TINSLEY PLACE

POB

195.00'

L1

105-01-028

25' R/W

0° 03' 32"E 375.00'

N0° 03' 32"E 375.85'

20° 03' 32"W 375.85'

30° 03' 32"W 382.48'

N89° 25' 02"E 220.09'

195.08'

N89° 38' 03"W 2,493.74

105-01-031

105-01-032

SouthWest Cor Sect 6
Fnd BLM Brass Cap

South 1/4 Cor Sect 6
Fnd Gin Spike

N89° 38' 03"W 2,495.47 (Basis of Bearing)

REFERENCE: RECEPTION NO. 2020-1496
PROPERTY ADDRESS: 7975 WEST TINSLEY PLACE, PIMA AZ 85543

SCALE:
1" = 100'

PT S 1/2 OF SW 1/4
S6-T6S, R25E
EXHIBIT A
MORRIS LANE RIGHT OF WAY
(7975 W Tinsley, Pima, Arizona)

That part of the South Half of the Southwest Quarter of Section 6, Township 6 South, Range 25 East, Gila and Salt River Meridian, Graham County, Arizona, described as follows:

COMMENCING at the South Quarter corner of said Section 6, monumented by a cotton gin spindle, from which a B.L.M. Brass Cap at the Southwest corner thereof bears North 89 degrees 38 minutes 03 seconds West, a distance of 2495.47 feet, the basis of bearing;

THENCE North 00 degrees 10 minutes 25 seconds West along the mid-section line of said Section 6 a distance of 426.14 feet;

THENCE North 89 degrees 38 minutes 03 seconds West a distance of 2493.74 feet to the TRUE POINT OF BEGINNING;

THENCE CONTINUING North 00 degrees 03 minutes 32 seconds East a distance of 375 feet;
THENCE South 88 degrees 25 minutes 02 seconds East a distance of 25.01 feet;
THENCE South 00 degrees 03 minutes 32 seconds West a distance of 375.85 feet;
THENCE South 89 degrees 38 minutes 03 seconds West a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

0.22 ACRES ±
# BOARD OF SUPERVISORS

## AGENDA REQUEST FORM

<table>
<thead>
<tr>
<th>Board Meeting Date</th>
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**Description of Request:** One (1) form is required per agenda item.

Acceptance of Right of Way on Morris Lane from Nathan T. Buhr, a part of parcel 105-01-028, Section 6, Township 6 South, Range 25 East of the Gila and Salt River Meridian, Graham County, Arizona.

<table>
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<th>History/Background:</th>
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<tbody>
<tr>
<td>Morris Lane Right of Way Adjacent to Tinsley Place Lots</td>
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<tr>
<th>Submitted by (Department):</th>
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<tbody>
<tr>
<td>Engineering</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Date:</th>
</tr>
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<tbody>
<tr>
<td>January 24, 2022</td>
</tr>
</tbody>
</table>

**Reviewed & Approved by (Elected Official/Department Head):**

Michael Bryce

**Contact Number:**

228-428-0410

**Source of Funds:**

<table>
<thead>
<tr>
<th>Certification of available funds, if applicable:</th>
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<tbody>
<tr>
<td>Approved (C.F.O):</td>
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**Reviewed by County Attorney, if applicable (All Contracts, IGA's, Claims, etc.):**

Approved (County Attorney):

---

1) Agenda request form with one (1) copy of supporting documentation for County Manager's approval.

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**Approved (Board Clerk):**

[Signature]
QUIT CLAIM  
(Morris Lane Right of Way)

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See Exhibit A (Right of Way Morris Lane) HERETO AND BY REFERENCE MADE A PART HEREOF  
(Owned/affected Property – APN 105-01-028) T6S R25E Sec 6, Graham County, Arizona

Nathan T. Buhr, LLC, Grantor

STATE of ARIZONA )
) SS.
County of Graham )

This instrument was acknowledged before me this ____________ 20__
Day of January, 20__ by Nathan T. Buhr, LLC

My Commission expires ____________ 20__

Notary Public

APPROVED AND ACCEPTED:
County of Graham, State of Arizona

By: ________________________________  ________________________________
Danny Smith, Chairman  Dustin Welker, Clerk of the Board
Board of Supervisors
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<td>L1</td>
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<td>N00° 10' 25&quot;W</td>
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<tr>
<td>L2</td>
<td>375.00</td>
<td>N00° 03' 32&quot;E</td>
</tr>
<tr>
<td>L3</td>
<td>25.01</td>
<td>S88° 25' 02&quot;W</td>
</tr>
<tr>
<td>L4</td>
<td>25.00</td>
<td>S89° 31' 34&quot;E</td>
</tr>
</tbody>
</table>

POB

25' R/W

MORRIS LANE NO. 03' 32"E 514.51'
NO. 03' 32"E 513.61'

L3 122.05'

TINSLEY PLACE

50' Ingress/Egress & Utility Esmt
2020-01496

L2

105-01-031

L1

N89° 38' 03"W 2,493.74

SouthWest Cor Sect 6
Fnd BLM Brass Cap

PT S 1/2 OF SW 1/4
S6-T6S, R25E

SCALE: 1" = 100'

REFERENCE: RECEPTION NO. 2020-1496

PROPERTY ADDRESS: 7984 WEST TINSLEY PLACE, PIMA AZ 85543
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(7984 W Tinsley, Pima, Arizona)

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THENCE CONTINUING North 00 degrees 03 minutes 32 seconds East a distance of 514.51 feet;
THENCE South 89 degrees 31 minutes 34 seconds East a distance of 25 feet;
THENCE South 00 degrees 03 minutes 32 seconds West a distance of 513.61 feet;
THENCE South 88 degrees 25 minutes 02 seconds West a distance of 25.01 feet to the TRUE POINT OF BEGINNING.

0.30 Acres ±
Description of Request: One (1) form is required per agenda item.

D/A Approval to ratify appointment of Trey Andrews as the Parks & Fairgrounds Director, salary set at an Unclassified Range G Step 2. Mr. Andrews began employment on January 31, 2022.

History/Background:

Mr. Andrews has a Bachelors Degree in Human Services. He most recently has been employed with Greenlee County Probation since 2018. During college Mr. Andrews was employed with the Boys & Girls club of Metro Denver, where he was responsible for overseeing and organizing field trips for youth ages 5-17 which included hiking, fishing, camping, mountain biking trails, and ropes courses.

Submitted by (Department):

BOS

Date: January 19, 2022

Reviewed & Approved by (Elected Official/Department Head):

Contact Number:

Source of Funds:

Certification of available funds, if applicable:

Approved (C.F.O):

Reviewed by County Attorney, if applicable (All Contracts, IGA's, Claims, etc.):

Approved (County Attorney):

1) Agenda request form with one (1) copy of supporting documentation for County Manager's approval.

2) Any contracts, IGA's, etc., should include one (1) original and (1) copy.

3) Original documents that require signature with signature pages clearly marked with "SIGN HERE" tabs.

4) Must be received by Clerk of the Board no later than Tuesday, 12:00 p.m. prior to the Board Meeting.

Date approved for agenda: 2-1-22

Approved (Board Clerk): [Signature]
REQUEST FOR RECRUITMENT AND APPOINTMENT

I. ESTABLISHING THE VACANCY

POSITION: PARKS & FAIRGROUNDS DIRECTOR
DEPARTMENT: PARKS/FAIR
PAY RATE: UNCLASSIFIED RANGE G STEP 2
JOB STATUS: FULL-TIME, UNCLASSIFIED

Due to the termination of Melissa Matlock, the position is available. Upon initiating this recruitment, I understand that it is my responsibility to assure that all of the appointment processing steps are completed, including sign up for payroll, before an applicant can begin work:

APPOINTING AUTHORITY: [Signature] DATE: 11-16-21

This position is budgeted for the current fiscal year or it has been specifically authorized by the Board of Supervisors, and the Personnel Committee may proceed with the recruitment process:

COUNTY MANAGER: [Signature] DATE: 11-16-21

II. RECRUITMENT PROCESS

☑ UNCLASSIFIED APPOINTMENT
☑ RULE 201.A, OPEN COMPETITIVE ANNOUNCEMENT
☐ RULE 206.B, PROMOTION
☐ RULE 201A.2, INTRADEPARTMENTAL ANNOUNCEMENT
☐ RULE 206E, RE-ASSIGNMENT TO FULL-TIME POSITION
☐ RULE 403.F.2, REINSTATEMENT
☐ RULE 303G, DETAIL TO SPECIAL DUTY-EXPIRES 12/7/2021
☐ RULE 205D, TEMPORARY APPOINTMENT
☐ RULE 205H, UNDERFILL/TRAINING APPOINTMENT

The individual recommended for appointment was selected from among the qualified applicants referred from a certification list (see attachment), or the individual was specifically recommended for approval by the Personnel Committee:

PERSONNEL COMMITTEE SIGNATURE: N/A DATE: 

III. APPOINTMENT

APPLICANT SELECTED: Trey Andrews STARTING DATE: 1-31-2022
APPOINTING AUTHORITY: [Signature] DATE: 1-18-22
COUNTY MANAGER: [Signature] DATE: 1-16-22
Graham County Employment Application - Submission #4739

Date Submitted: 11/24/2021

Graham County Employment Application
921 Thatcher Blvd. Safford, AZ 85546 * Phone (928) 428-3250 * Fax (928) 428-5951

Received by: 

Date & Time Received: 11/25/2021 9:17

Graham County is an Equal Opportunity Employer and adheres to the principles and practices outlined in applicable federal, state and local laws and regulations that prohibit discrimination in employment and hiring. It is the policy and practice of the County to recruit, select, hire, train, promote, demote, terminate, compensate and administer all employment practices without regard to race, color, national origin, religion, age, sex, sexual orientation or any other legally protected status, unrelated to the ability to perform job functions with or without reasonable accommodations (except where a bona fide occupational qualification exists). Furthermore, the County is committed to complying with the Americans with Disabilities Act. If applicant requests a reasonable accommodation for purposes of completing the job application process, the County reserves the right to require professional documentation to confirm the need for accommodation.

Instructions: Please read the job announcement carefully before completing the application. Applications are only accepted for positions currently open for recruitment. Complete each item accurately and specifically. If you are unable to recall specifically any item of information requested, so indicate. All information you provide is subject to verification. Resumes may be submitted but will NOT be accepted in lieu of a completed application. A separate application is required for each position that you are applying for. A completed application must be received by the Board of Supervisors office on or before 6:00 p.m. on the stated closing date in order to receive consideration. Applications will not be accepted after this time and date. If this is an open continuous position, applications will continue to be accepted. When a position needs to be filled, applications will be pulled and reviewed. Applicants will be notified.

First Name*
Trey

Last Name*
Andrews

M.I.
D

Address*
3935 W Lee St

City*
Thatcher

State*
AZ

Zip Code*
85552
Phone Number* 9283220068

Date Available:* 11/27/2021

Social Security Number* 049014764

☐ I will provide my Social Security Number after submitting my application.
Please read the text in the yellow box below.

IMPORTANT! Social Security Number
You will need to provide a valid Social Security Number to our Human Resources Department as we are unable to collect this information over the Internet. Please contact HR at 928-428-3250 after submitting your online application. Thank you.

Email Address
andr8778@gmail.com

Position applying for:* PARK AND FAIRGROUNDS DIRECTOR

Are you a citizen of the U.S.?*
☐ Yes
☐ No

If no, are you authorized to work in the U.S.?
☐ Yes
☐ No

If you are applying for a Deputy Sheriff position, are you at least 21 years of age?
☐ Yes
☐ No

Have you ever worked for Graham County?*
☐ Yes
☐ No

If so, when?

Do you have any relatives who are currently employed in the department for which you are applying for?*
☐ Yes
☐ No

If yes, please list name/Department:

Providing a yes response and comment on the traffic violations, criminal record or dishonorable discharge does not eliminate you from consideration.
Have you been convicted of a misdemeanor or felony within the last 10 years?*

☐ Yes
☐ No

Have you been cited for any moving traffic violations within the last three (3) years?*

☐ Yes
☐ No

IMPORTANT! Drivers License

If you are applying for a position within our Graham County Highway Department you will need to provide a valid Drivers License Number, the date expired, date issued and state issued to our Human Resources Department as we are unable to collect this information over the Internet. Please contact HR at 928-428-3250 after submitting your online application. Thank you.

Do you have a current valid Driver’s License?* A2OL # 0056257858

☐ Yes, I will provide my Driver’s License number after submitting my application (Please read text in yellow box above).
☐ No

Do you have a Commercial Driver’s License (CDL)?*

☐ Yes, I will provide my Driver’s License number after submitting my application (Please read text in yellow box above).
☐ No

EMPLOYMENT HISTORY

This section must be filled out completely; DO NOT INDICATE "SEE RESUME". Begin with your present or last job and work back. Account for all time during the past ten (10) years, including self-employment and U.S. Military service. Incomplete descriptions may result in an automatic disqualification. Attach additional pages if necessary. MUST BE COMPLETED IN FULL.

May we contact your current employer?*

☐ Yes
☐ No

May we contact your previous employer?*

☐ Yes
☐ No

Employer*

Greenlee County Probation Department

Phone Number*

(928)865-4184
Supervisor*
John Armstrong

Address*
223 5th Street

City*                      State*                      Zip Code*
Clifton                      AZ                      85533

Job Title*                  Dates of Employment*
Adult Probation Officer     09/2018-present

Salary Starting*            Salary Ending*
19.50                          20.56

Job Responsibilities*
- Directly supervise over 60 Probationers
- Collaborate with other Counties and States over probationer supervision
- Do field visits twice a month
- Write reports that are reviewed by the Superior Courts
- Ensure the safety of my community by enforcing the orders of the Superior Court
- Collaborate with local Law Enforcement

Number of Staff Supervised*
60+ (probationers)

Reason for Leaving*
Probation officer is a great job, but I believe this to be a better opportunity for myself and I sense that it would be a great experience to get into the parks and recreation department. I look forward to addressing new challenges every day and using critical thinking and problem solving more than I have been in my current position.

Employer*                   Phone Number*
Boys & Girls Clubs of Metro Denver  (303)520-5997
Supervisor*  
Jason Torres  

Address*  
2017 W 9th Ave  

City*  
Denver  
State*  
Colorado  
Zip Code*  
80204  

Job Title*  
Outdoor Recreational/Health Specialist  
Dates of Employment*  
8/2017-8/2018  

Salary Starting*  
16.50  
Salary Ending*  
15.50  

Job Responsibilities*  
Organized/executed numerous field trips taking kids ages 5-17 to experience wildlife, enjoy the outdoors and stay active/healthy. Examples of field trips:  
   Mountain biking trails  
   Fishing  
   Trail hiking  
   Camping trip  
   Ropes Courses  
Participated in a program dedicated to getting kids out hiking and cleaning up local trails once a month  

Number of Staff Supervised*  
0  

Reason for Leaving*  
They cut our hours and pay as a whole and I couldn't afford to live in Colorado any longer.  

Employer  
Boys & Girls Clubs of Weld County  
Phone Number  
(409)550-2467
Supervisor
Christopher Woodward

Address
2400 1st Ave

City
Greeley

State
Colorado

Zip Code
80631

Job Title
Sports & Outdoor Specialist/ProgramManager Intern

Dates of Employment
5/2017-8/2017

Salary Starting
10.50

Salary Ending
10.50

Job Responsibilities
- Organized/executed a baseball league for three different age groups between six different club locations
- Maintained the various baseball fields
- Coached three different age groups
- Organized/executed a bike program for four different clubs for all ages 6-17
- Organized/executed a fishing program for two different clubs for all ages 6-17

Number of Staff Supervised
0

Reason for Leaving
My internship ended and I got offered a job closer to where I lived from Metro Denver B&G Club.

REFERENCES FOR EMPLOYMENT
Please list three (3) references, not related to you, that are familiar with your work history and experience. MUST BE COMPLETED IN FULL.

Full Name of Reference*
Jason Torres

Phone Number of Reference*
(303)520-5997

Please list someone NOT related to you.
Relationship/Years Known*  Email Address of Reference*
Previous Boss. 4 years.  jrez99@yahoo.com

Mailing Address of Reference*
7112 Kalamath Street

City*  State*  Zip Code*
Denver  Colorado  80221

Full Name of Reference*  Phone Number of Reference*
Donovan Maes  (303)916-4446

Please list someone NOT related to you.

Relationship/Years Known*  Email Address of Reference*
Teammate/Supervisor 9 years  donovan.maes@yahoo.com

Mailing Address of Reference*
11349 East 115th Ave

City*  State*  Zip Code*
Henderson  Colorado  80640

Full Name of Reference*  Phone Number of Reference*
Cassey Corbell  (928)322-6588

Please list someone NOT related to you.

Relationship/Years Known*  Email Address of Reference*
Current Co-worker 3 years  lanora.cass@yahoo.com
Mailing Address of Reference*

123 Chaparral rd.

City*  State*  Zip Code*

Morenci  Arizona  85540

EDUCATION

Please list required High School information. If you have a college degree, please include that information also. "Other" is open for any vocational or trade schools, certificate programs, online education, etc.

High School*

Safford High School

Address*

1400 W Bulldog Blvd

City*  State*  Zip Code*

Safford  Arizona  85546

- Did you graduate?*
  - Yes
  - No

- If not, do you have a GED?
  - Yes
  - No

Issued By:

Safford High School

College

University of Northern Colorado

Address

501 20th St

City  State  Zip Code

Greeley  Colorado  80639
Did you graduate?
☐ Yes
☐ No

Degree
Bachelor of Science | Human Services

Other

Address

City
State
Zip Code

Did you graduate?
☐ Yes
☐ No

Degree

Please list any license, registration, certificate, et., which you have obtained, and currently hold, that is required for the job you are applying for:

Please list any foreign languages you can speak, read and/or write:

MILITARY SERVICE

Graham County provides employment preference points (A.R.S. § 38-492) for Veterans when a point system is used by the hiring department to evaluate the applicants. If a point system is used, employment preference points shall be added to the total interview score earned by the applicant, but only when a passing score is earned without the preference points. Please note a maximum of 10 preference points is available. In order to be given any preference points, you must provide the Human Resources Department with a copy of the documentation that supports the below information, before the closing date of the Job Announcement. This form itself is not considered documentation. Preference points are only applicable to initial employment and not to promotions, voluntary demotions or transfers.

Branch
Rank at Discharge
Type of Discharge
If other than honorable, explain:

Are you currently a member of the National Guard or Reserves?

☐ Yes
☐ No

Attach Resume (Optional)
Andrews, Trey Fairgrounds Resume.pdf

PLEASE READ THE FOLLOWING BEFORE SIGNING:

DISCLAIMER
I hereby certify that all statements in this application are true, and I understand that any misstatements or omissions of facts may cause forfeiture of any employment that may be offered.

Electronic Signature*

Trey D. Andrews

Electronic Signature Agreement*

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I agree.

If the Submit Button goes grey after you click on it and you don't see a Confirmation page, it's possible you skipped a required field on the application. If you don't see a Pop Up message giving you directions on what is missing, make sure the Pop Up Blocker in your Internet settings is disabled. Creating an Account before you begin filling out the application will allow you to save your work.
Trey Andrews

Personal Information
02/15/1994  
(928)322-0068  andr8778@gmail.com

Profile
Effective problem solver with an eagerness to learn and a hardworking mentality. Seeking to gain expertise in the field to build a career and become an exceptional member of the team.

Education
Bachelor of Science | Human Services  
University of Northern Colorado  
12/2012 – 08/2017  
GREELEY, CO, UNITED STATES OF AMERICA  
- Student Athlete all Five years

Work experience
Adult Probation Officer  
Greenlee County Probation Department  
09/2018 – present  
CLIFTON, AZ, UNITED STATES OF AMERICA  
40 hours a week at $20.56 per hour
- Directly supervise over 60 Probationers
- Collaborate with other Counties and States over probationer supervision
- Do field visits twice a month
- Write reports that are reviewed by the Superior Courts
- Ensure the safety of my community by enforcing the orders of the Superior Court
- Collaborate with local Law Enforcement

Outdoor Recreational/Health Specialist  
Boys & Girls Clubs of Metro Denver  
08/2017 – 08/2018  
DENVER, CO, UNITED STATES OF AMERICA  
40 hours a week at $15.50 per hour
- Organized/executed numerous field trips taking kids ages 5-17 to experience wildlife, enjoy the outdoors and stay active/healthy. Examples of field trips:
  - Mountain biking trails
  - Fishing
  - Trail hiking
  - Camping trip
  - Ropes Courses
- Participated in a program dedicated to getting kids out hiking and cleaning up local trails once a month

Sports & Outdoor Specialist/Program Manager Intern  
Boys & Girls Clubs of Weld County  
05/2017 – 08/2017  
GREELEY, UNITED STATES  
40 hours a week at $10.50 per hour
- Organized/executed a baseball league for three different age groups between six different club locations
- Maintained the various baseball fields
- Coached three different age groups
- Organized/executed a bike program for four different clubs for all ages 6-17
- Organized/executed a fishing program for two different clubs for all ages 6-17

Landscaper  
Eaton Grove Nursery  
04/2014 – 09/2014  
EATON, UNITED STATES  
40 hours a week at $18.00
Work experience
- Maintained plants at the nursery
- Delivered and planted trees, shrubs, flowers etc.
- Laid drip systems
- Worked with a small team on multiple jobs a day and would work with multiple teams on bigger jobs
- Monitored and maintained plant health when at nursery
- Read and executed blueprints

Volunteering
**Assistant Wrestling Coach**  
Safford High Schoo
📅 08/2018 – present 📍 SAFFORD, AZ, UNITED STATES OF AMERICA

*Four hours a week in the off season and around 15 hours a week mid-season.*
- Provided training, encouragement, and dietary advice to prepare students for competition
- Provide personal experiences, guidance, as well as personal connections to give students the best opportunities to pursue a secondary education

Strengths
- accountability
- Team Player
- Critical Thinking
- Strong Work Ethic
- Quick Learner
- Communication Skills
- Self-Motivated
- Adaptable
- Collaboration Skills
- Teamplayer
- Detail Oriented

References
**Thomas Chisom**
Eaton Grove Nursery
📞 (719)217-5068
Supervisor

**Christopher Woodward**
Boys & Girls Clubs of Weld County
📞 (709)550-2467
Supervisor

**Jason Torres**
Boys & Girls Clubs of Metro Denver
📞 (303)520-5997
Club Director

**Cassey Corbell**
Greenlee County Probation
📞 (928)322-6588
Secretary
# BOARD OF SUPERVISORS
## AGENDA REQUEST FORM

<table>
<thead>
<tr>
<th>Board Meeting Date</th>
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<tbody>
<tr>
<td>February 7, 2022</td>
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</tbody>
</table>

**Description of Request:** One (1) form is required per agenda item.

D/IA Approval of Resolution 2022-01, Drug-Free Work Place

**History/Background:**
Traditionally, this resolution has been annually approved by the Board since 2004

<table>
<thead>
<tr>
<th>Submitted by (Department):</th>
<th>Date:</th>
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<tbody>
<tr>
<td>BOS</td>
<td>1/31/2022</td>
</tr>
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</table>

**Reviewed & Approved by (Elected Official/Department Head):**

**Contact Number:**

**Source of Funds:**

**Certification of available funds, if applicable:**

**Approved (C.F.O):**

**Reviewed by County Attorney, if applicable (All Contracts, IGA's, Claims, etc.):**

**Approved (County Attorney):**

---

1) Agenda request form with one (1) copy of supporting documentation for County Manager's approval.
2) Any contracts, IGA's, etc., should include one (1) original and (1) copy.
3) Original documents that require signature with signature pages clearly marked with "SIGN HERE" tabs.
4) Must be received by Clerk of the Board no later than Tuesday, 12:00 p.m. prior to the Board Meeting.

<table>
<thead>
<tr>
<th>Date approved for agenda:</th>
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<tbody>
<tr>
<td>2-1-23</td>
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</table>

**Approved (Board Clerk):**
RESOLUTION 1991-02

A RESOLUTION OF
THE BOARD OF SUPERVISORS OF GRAHAM COUNTY
RELATING TO A DRUG FREE WORK PLACE

REAFFIRMED: 2022-01

WHEREAS, the possession, use, manufacture, or distribution of a controlled substance is prohibited by law, and

WHEREAS, it is incumbent upon the County of Graham to comply with the law, and

WHEREAS, the County of Graham is required to insure a drug free work place in accordance with the Drug Free Work Place Act of 1988, and

WHEREAS, the Act requires employee notification, drug free work place awareness and employee notification to the employer of conviction.

THEREFORE BE IT RESOLVED, that the Graham County Board of Supervisors hereby declare their intent to insure a drug free work place at all locations where work is accomplished by and for the County.

BE IT FURTHER RESOLVED, that as a condition of employment all employees of the County must comply with provisions of the Resolution, including notification in writing to the County Manager of convictions for violation of drug laws no later than five (5) calendar days after such conviction.

Any violation of the criminal drug statutes will cause employees to be subject to disciplinary action up to and including termination.

PASSED AND ADOPTED this 7th day of February, 2022.

GRAHAM COUNTY BOARD OF SUPERVISORS

________________________________________
Danny Smith, Chairman

________________________________________
Paul R David, Vice-Chairman

________________________________________
John Howard, Member

ATTEST:

________________________________________
Dustin Welker, Board Clerk
BOARD OF SUPERVISORS
AGENDA REQUEST FORM

Board Meeting Date
February 7, 2022

Description of Request: One (1) form is required per agenda item.
D/A Approval of Resolution 2022-02, Equal Opportunity in the Workplace

History/Background:
Traditionally, this resolution has been annually approved by the Board since 2004

Submitted by (Department):
BOS

Reviewed & Approved by (Elected Official/Department Head):

Contact Number:

Date:
1/31/2022

Source of Funds:

Certification of available funds, if applicable:
Approved (C.F.O):

Reviewed by County Attorney, if applicable (All Contracts, IGA's, Claims, etc.):
Approved (County Attorney):

1) Agenda request form with one (1) copy of supporting documentation for County Manager's approval.
2) Any contracts, IGA's, etc., should include one (1) original and (1) copy.
3) Original documents that require signature with signature pages clearly marked with "SIGN HERE" tabs.
4) Must be received by Clerk of the Board no later than Tuesday, 12:00 p.m. prior to the Board Meeting.

Date approved for agenda:
2-7-22

Approved (Board Clerk):
RESOLUTION
1977-22

REAFFIRMED: 2022-02

BE IT RESOLVED by the Board of Supervisors of Graham County, Arizona, that

WHEREAS, the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution provides a legal basis for requiring state and local governments to practice non-discrimination in employment; and

WHEREAS, The County of Graham does not exclude in employment practices, from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex. Graham County does not discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Rehabilitation Act of 1973, or religion except that any exemption for such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VII of the Act of April 11, 1968, shall also apply; and

WHEREAS, the County of Graham believes that additional steps are desirable to strengthen and assure equal employment in every aspect of County personnel practices; and

WHEREAS, the County of Graham believes that this goal can best be realized through affirmative action that insures the principles of equal opportunity for all persons in the employment practices of the County.

NOW, THEREFORE BE IT RESOLVED, that the County of Graham does reaffirm its policy to insure equal opportunity in employment and benefit of services under any program or activity for all persons and to prohibit discrimination in employment and services because of color, race, religion, sex, national origin, age or disability and to promote the full realization of equal opportunity through a continuing policy of equal opportunity practices in each department of the County and to be an integral part of every aspect of policy and practice in the recruitment, employment, advancement and treatment of employees and prospective employees, and benefit of services under any program of the County of Graham to the maximum extent possible.

BE IT FURTHER RESOLVED, that the County of Graham will endeavor to assure the full participation in such policies by all persons contracting with or providing services to the County of Graham.
BE IT FURTHER RESOLVED, that the County of Graham has implemented an affirmative action program and established necessary rules and regulations in support and execution thereof.

BE IT FURTHER RESOLVED, that the Affirmative Action Officer and ADA Compliance Officer for the County of Graham will be the County Manager in coordination with the Personnel committee.

BE IT FURTHER RESOLVED, that the County of Graham, as evidence of its intent to fulfill the principles and procedures necessary for the realization of the objectives herein stated, does hereby adopt this resolution of the Board of Supervisors

APPROVED AND REAFFIRMED this 7th day of February, 2022.

Graham County Board of Supervisors

Danny Smith, Chairman

Paul R. David, Vice-Chairman

John Howard, Member

ATTEST:

Dustin Welker, Board Clerk
RESOLUTION OF THE GRAHAM COUNTY, ARIZONA, BOARD OF SUPERVISORS
ABOLISHING THE GRAHAM COUNTY JUSTICE OF THE PEACE, PRECINCT #2,
AND REDRAWING THE GRAHAM COUNTY JUSTICE OF THE PEACE, PRECINCT
#1, PRECINCT BOUNDARIES

WHEREAS, A.R.S. § 11-251(2) authorizes the Graham County Board of Supervisors (the
"Board") to divide Graham County, Arizona (the "County") into such districts or precincts as
required by law, change them, and create others as convenience requires; and

WHEREAS, A.R.S § 22-101(A) permits the Board to change or abolish any justice precinct or
redistrict the County; and

WHEREAS, the County has identified cost saving measures to balance the annual budget and
maximize County staffing efficiencies through the abolishment of Justice of the Peace, Precinct
#2; and

WHEREAS, the collective caseload for Graham County Justice of the Peace Precincts #1 and #2
has been less than 400 cases per year during the past four years, and consolidating both courts into
a single court would leave the caseload well below the statutory maximum set forth in A.R.S. §
22-125(H); and

WHEREAS, the Board has reviewed the recommendations presented by staff and, in the interest
of annual budget cost savings and maximizing staffing efficiencies, desires to establish a new
precinct boundary, consistent with the map attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GRAHAM COUNTY BOARD OF
SUPERVISORS that the Graham County Justice of the Peace, Precinct #2, is abolished effective
January 1, 2023.

BE IT FURTHER RESOLVED that the Graham County Justice of the Peace, Precinct #1, is
hereby redrawn to include the entire County, as reflected in the map attached to this Resolution.

The effective date of the new boundary shall be January 1, 2023, following the election scheduled
to take place in 2022.

PASSED AND ADOPTED BY THE GRAHAM COUNTY BOARD OF SUPERVISORS THIS
7th DAY OF FEBRUARY, 2022.
GRAHAM COUNTY BOARD OF SUPERVISORS

Danny Smith, Chairman, District Three

Paul David, Vice-Chairman, District One

John Howard, Member, District Two

ATTEST:

Dustin Welker, Clerk of the Board

APPROVED AS TO FORM:

Jean A. Roof, Chief Civil Deputy County Attorney
**BOARD OF SUPERVISORS**

**AGENDA REQUEST FORM**

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**Description of Request:** One (1) form is required per agenda item.

D/A Consider Resolution #2022-03, a Resolution of the Graham County, Arizona, Board of Supervisors abolishing the Graham County Justice of the Peace, Precinct #2, and redrawing the Graham County Justice of the Peace, Precinct #1, Precinct Boundaries.

<table>
<thead>
<tr>
<th>History/Background:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Graham County currently has two Justice of the Peace Courts, Justice of the Peace Precinct #1 and Justice of the Peace Precinct #2. Justice of the Peace Courts are measured in productivity credits, which is a formula based on the amount and type of cases handled by the court. Last year JP1 in Safford had 221 credits and JP2 101 credits. Per State statute a Justice of the Peace can have up to 1,200 credits before the Board of Supervisors is required to split or redraw the district. The consolidation of the two districts would realize an annual savings of approximately $120,000 and would create a number of efficiencies in running the court. The proposed action would consolidate the two courts to one Justice of the Peace Court for the whole county and would be housed in the current location at the Safford Courthouse where JP1 resides and the current employees at JP2 would be retained. The effective date would be January 1, 2023.</td>
</tr>
</tbody>
</table>

**Submitted by (Department):**

<table>
<thead>
<tr>
<th>BOS</th>
</tr>
</thead>
</table>

**Date:**

| February 2, 2022 |

**Reviewed & Approved by (Elected Official/Department Head):**

| Dustin Welker |

**Contact Number:**

| 428-3250 |

**Source of Funds:**

| N/A |

**Certification of available funds, if applicable:**

| Approved (C.F.O): |

**Reviewed by County Attorney, if applicable (All Contracts, IGA's, Claims, etc.):**

| Approved (County Attorney): |

1) Agenda request form with one (1) copy of supporting documentation for County Manager’s approval.

2) Any contracts, IGA’s, etc., should include one (1) original and (1) copy.

3) Original documents that require signature with signature pages clearly marked with "SIGN HERE" tabs.

4) Must be received by Clerk of the Board no later than Tuesday, 12:00 p.m. prior to the Board Meeting.

| Date approved for agenda: |

| 1-7-22 |

| Approved (Board Clerk): |
Description of Request: One (1) form is required per agenda item. Request is to name a new road "SHEPHERD LANE".

History/Background:
Owner Robert Barney would like to name the easement that serves his parcels.

<table>
<thead>
<tr>
<th>Submitted by (Department):</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning &amp; Zoning</td>
<td>January 31, 2022</td>
</tr>
</tbody>
</table>

Reviewed & Approved by (Elected Official/Department Head):

Contact Number: 428-0410

Source of Funds:

Certification of available funds, if applicable:

Approved (C.F.O.):

Reviewed by County Attorney, if applicable (All Contracts, IGA's, Claims, etc.):

Approved (County Attorney):

1) Agenda request form with one (1) copy of supporting documentation for County Manager’s approval.  
2) Any contracts, IGA’s, etc., should include one (1) original and (1) copy.  
3) Original documents that require signature with signature pages clearly marked with "SIGN HERE" tabs.  
4) Must be received by Clerk of the Board no later than Tuesday, 12:00 p.m. prior to the Board Meeting.

Date approved for agenda: 22.7.2

Approved (Board Clerk):
APPLICATION REQUEST FOR A ROAD NAME
(Legal Description Required)

FOR OFFICIAL USE ONLY:
ROAD NAME REQUEST: SHEPHERD LANE
DATE RECEIVED: 1-5-22

DATE APPROVED: ___________ DATE SIGN ORDERED: ___________ DATE SIGN INSTALLED: ___________

FEES REC'D (NON REFUNDABLE) ___________ CK # ___________ CASH ___________

APPROVED NAME: ___________ RECEIVED & REVIEWED BY: ___________
COMMENTS: ___________

Enter proposed road names on “Petition” page. THREE (3) ROAD NAME CHOICES ARE REQUIRED. Each road name listed has a Maximum of 15 characters, including spaces.

OWNER/APPLICANT INFORMATION

Owner/Applicant: Robert Barney

Mailing Address: PO BOX 458
City: Control
State: AZ
Zip: 85531

Physical Address: 5815 W Central Rd
City: 
State: 
Zip: 

Phone #: 928-765-4106
APN #: 105-45-063A
Section: 33
Township: 40S
Range: 25E

My signature indicates that I am a legal representative and further declare that all the information submitted is true and correct to the best of my knowledge and belief. I further acknowledge that approval of road name by the Board of Supervisors is not guaranteed and any fees paid are non-refundable.

Signature: [Signature]
Applicant Signature: [Signature]
Date: 1-5-22
Board Meeting Date
February 7, 2022

Description of Request: One (1) form is required per agenda item.
D/A Approval to open Bid# 21/22-14, Field 1 Lighting Replacement Project

History/Background:

Submitted by (Department): BOS

Date: 2/1/2022

Reviewed & Approved by (Elected Official/Department Head):

Contact Number:

Source of Funds:

Certification of available funds, if applicable:
Approved (C.F.O):

Reviewed by County Attorney, if applicable (All Contracts, IGA's, Claims, etc.) :
Approved (County Attorney):

1) Agenda request form with one (1) copy of supporting documentation for County Manager’s approval.
2) Any contracts, IGA’s, etc., should include one (1) original and (1) copy.
3) Original documents that require signature with signature pages clearly marked with "SIGN HERE" tabs.
4) Must be received by Clerk of the Board no later than Tuesday, 12:00 p.m. prior to the Board Meeting.

Date approved for agenda: 2-1-22
Approved (Board Clerk):
Graham County

Field 1 Lighting Replacement Project
REQUEST FOR BID

Replace lighting on Field 1 at the Graham County Fairgrounds
PROJECT BID #21/22-14

Issued by: Graham County Board of Supervisors

Bids must be submitted no later than 6:00 PM Thursday, February 3, 2022 to:
Graham County 921 West Thatcher Blvd., Safford, AZ 85546

LATE BIDS WILL BE REJECTED
Bids will be opened at a Graham County Board of Supervisors meeting on February 7, 2022

For further information regarding this bid contact Dustin Welker at (928) 428-3250
Email: dwelker@graham.az.gov
1.0 GENERAL INFORMATION AND SCOPE

Graham County requests bids to install #4 wire through underground conduit and 30 LED lights on 6 poles on Field 1 at the Graham County Fairgrounds.

The attached Standard Terms and Conditions shall govern this bid unless specifically modified in these bid documents. Conditions of bid that include the word "must" or "shall," describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification or condition of bid, the County reserves the right to delete that specification or condition of bid. Contractors may not submit their own contract document as a substitute for these terms and conditions. The County reserves the right to reject any or all bids, to waive technicalities or to accept any bid which, in its judgement, will be in the best interest of the public.

Retain a copy of these Bid documents for your files. Should you receive an award, these Bid documents become your contract terms and conditions.

2.0 QUESTIONS

If a contractor discovers any significant ambiguity, error, conflict, discrepancy or omission in this bid, the bidder shall notify the County of such error and request a modification or clarification.

Any communications or questions regarding the specifications, or special conditions of bid should be written and submitted to the County at the earliest convenience. The County will respond to questions if deemed necessary by issuing the information to all potential bidders that have contacted the County.

3.0 BID SUBMISSION

Bidder must submit a total price as designated and Bidder must bid on the enclosed Bid Offer Form. Bidders must submit an original and one copy including all required materials for acceptance of their bid by the date and time listed on the Bid Cover Sheet. Any bids received after that time and date will be rejected. Receipt of a bid by the US mail system does not constitute receipt of a bid by the County.

Faxed and e-mailed bids are not accepted. Bids must be forwarded to:

Graham County 921 West Thatcher Blvd., Safford, AZ 85546.

All bids are to be packaged, sealed, and show the following information on the outside of the package:

- Contractor's Name and Address
- Request for Bid Title
- Request for Bid Number
- Bid Due Date
4.0 BID RESPONSE REQUIREMENTS

In order for your bid to be considered, the following information must be provided by the due date and time listed on the bid cover page. Failure to include any required documents may disqualify your bid. Include an original and a copy:

4.1 Signature and Authority Affidavit Form, Attachment A

4.2 References Sheet, Attachment B

4.3 Bid Offer Form, Attachment C

The Signature and Authority Affidavit submitted in response to this BID must be signed by the person in the Contractor’s organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide these forms/information with your bid submittal may disqualify your bid.

5.0 METHOD OF AWARD

Award(s) shall be made on the basis of the lowest total cost from a responsive, responsible bidder who meets specifications. Timeliness of delivery may be considered when making this award.

6.0 BIDDER/CONTRACTOR QUALIFICATIONS

To be eligible for a contract award, you must be qualified and able to provide the following:

6.1 Bidder must supply references of three firms to which similar services have been provided. If contacted, all of those references must verify that a high level of satisfaction was provided. Use Attachment B to list references.

6.2 Bidder must be in the associated business for the past three years.

7.0 INSURANCE REQUIREMENTS

7.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, and any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

7.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

7.3 If Contractor maintains broader coverage and/or higher limits than the minimums contained herein, Graham County requires and shall be entitled to the broader coverage and/or higher the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage, which are applicable to a given loss, shall be available to Graham County.
7.4 Graham County in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase additional insurance as may be determined necessary.

7.5 Contractor shall provide coverage with limits of liability not less than those stated below:

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

Policy shall include bodily injury, property damage, ongoing and completed operations, and broad form contractual liability.

<table>
<thead>
<tr>
<th>Category</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

2. Commercial General Liability Additional Insured Endorsement shall include Contractor’s ongoing and completed operations.

3. Policy shall contain a waiver of subrogation endorsement, as required by this Agreement, in favor of Graham County and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by, or on behalf of, Contractor.

4. Contractor’s subcontractors shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificate of insurance and endorsements for each subcontractor.

B. **Business Automobile Liability**

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

<table>
<thead>
<tr>
<th>Category</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit (CSL)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

1. The policy shall contain, or be endorsed to contain, the following additional insured language: "The County of Graham as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor."


of, Contractor, including automobiles owned, leased, hired, or borrowed
by Contractor."

2. **Contractor's subcontractors** shall be subject to the same minimum
requirements identified in this section. Contractor shall be responsible for
ensuring and/or verifying that all subcontractors have valid and collectible
insurance as evidenced by the certificates of insurance and endorsements
for each subcontractor.

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

Worker's Compensation Statutory
Employers’ Liability

<table>
<thead>
<tr>
<th>Each Accident</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disease – Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

1. Policy shall contain a **waiver of subrogation endorsement**, as required by
this Agreement, in favor of Graham County and its departments, agencies,
officers, officials, agents, employees, and volunteers for losses arising
from work performed by, or on behalf of, Contractor.

2. This requirement shall not apply to each Contractor or subcontractor that
is exempt under A.R.S. § 23-901, and when such Contractor executes the
appropriate waiver form (Sole Proprietor or Independent Contractor).

3. **Contractor's subcontractors** shall be subject to the same minimum
requirements identified in this section. Contractor shall be responsible for
ensuring and/or verifying that all subcontractors have valid and collectible
insurance as evidenced by the certificates of insurance and endorsements
for each subcontractor.

**D. Professional Liability (Errors and Omissions Liability)**

- **Estimated Project Construction Cost of Less than $500,000 to $9,999,999**

| Each Claim                     | $1,000,000 |
| Annual Aggregate               | $2,000,000 |

1. In the event that any professional liability insurance required by this
Agreement is written on a claims-made basis, Contractor warrants that any
retroactive date under the policy shall precede the effective date of this
Agreement; and that either continuous coverage will be maintained or an
extended discovery period will be exercised for a period of three (3) years
beginning at the time work under this Agreement is completed.
2. The policy shall cover professional misconduct or negligent acts occurring in connection with Contractor's performance of the Services identified above.

3. **Contractor's subcontractors** shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

4. **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, the following provision:

Contractor's insurance coverage shall be primary insurance and include Contractor’s ongoing and completed operations and any insurance carried by Graham County shall be excess and non-contributory with respect to all other available sources.

5. **Notice of Cancellation.** For each insurance policy required by the insurance provisions of this Agreement, Contractor shall provide to Graham County, within two (2) business days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage, or endorsed to lower limits. Such notice shall be mailed or hand-delivered to Dustin Welker, Graham County Manager, 921 W. Thatcher Blvd., Safford, AZ, 85546 or e-mailed to dwelker@graham.az.gov.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an “A.M. Best” rating of not less than A- VIII. Graham County in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

7. **Verification of Coverage.** Contractor shall furnish Graham County with certificates of insurance (ACORD form or equivalent approved by Graham County) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by Graham County before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement shall have "Graham County and its departments, agencies, officers, officials, agents, employees, and
volunteers” as “Certificate Holder” and be sent directly to (Dustin Welker, Graham County Manager, 921 W. Thatcher Blvd., Safford, AZ 85546). The Graham County project/contract number and project description shall be noted on the certificate of insurance. Graham County reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

8. **Subcontractors.** Contractor’s certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Graham County reserves the right to require, at any time throughout the life of this Agreement, proof from Contractor that its subcontractors have the required coverage.

9. **Approval and Modifications.** The Graham County Attorney, in consultation with Graham County Risk Management, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Agreement, as deemed necessary. Any such modification or variation from the insurance requirements in this Agreement will not require a formal contract amendment but may be made by administrative action.

8.0 SPECIFICATIONS

Bid specifications may not be revised without an official written addendum issued by the County. The following specifications are minimum acceptable requirements:

8.1 Contractor will install approximately 900 ft. of #4 wire through the Graham County installed underground conduit and then up six (6) poles on Field 1 as indicated on attachment D. Poles are approximately 35’-40’ in height. Specific quantity of wire is the responsibility of the contractor to field verify.

8.2 Contractor shall remove and dispose of existing lights and any other fixture or material no longer needed.

8.3 Contractor will replace the existing 1500w HID’s with a total of 30 LED lights as indicated in Attachment D.

8.4 The 30 LED lights shall be the lights specified in attachment E or equivalent if approved by the County.

8.5 Contractor shall connect the system into an existing 200-amp panel.

8.6 Contractor will provide all labor, materials, tools, machinery, equipment, appliances, fixtures, devices, and services necessary to complete the specified work.
8.7 Contractor will provide all material including but not limited to wire, connectors, panels, subpanels, ground rods, breakers, lighting fixtures, switches, mounting brackets, outlet boxes and junction boxes.

8.8 Contractor shall replace or add any subpanel or box necessary for the proper installation of the light fixtures, including but not limited to replacing 100-amp breaker panels on top of each light pole.

8.9 Contractor shall include in their bid and be responsible for field verifying any need for additional or replacement of any material and equipment to complete the project.

8.10 Contractor must perform all work in accordance with local codes and regulations.

9.0 SUBCONTRACTING OR THIRD-PARTY PAYMENTS

All subcontracting shall be pre-approved upon award by the County before any work begins. Subcontractors must abide by all terms and conditions of the contract. The prime contractor shall be responsible for all subcontractor(s) work and payment. The County reserves the right to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. In the event the County receives notice from any person, subcontractor, supplier or other third party, that the Contractor has failed to pay such person(s) for work performed in accordance with the project, the Contractor shall, at the request of the County, and in no more than 10 calendar days, provide all documentation the County believes necessary to determine whether such payment is due, or reasons for non-payment of disputed amounts. In the event the County determines the claim to be valid and payment is due, or in the absence of aforementioned documentation, the County may authorize direct payment of any unpaid bills, withholding from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory documentation is furnished that all liabilities have been fully discharged or reasons for non-payment of disputed amounts are provided by the Contractor. In no event shall these provisions be construed to impose any obligations upon the County to either the Contractor or the Contractor's Surety. In paying any unpaid bills of the Contractor relating to the work, the County shall be deemed the agent of the Contractor, and any payment so made by the County, shall be considered as a payment made under the Contract by the County to the Contractor for its account and the County shall not be liable to the Contractor for any such payment made in good faith.

10.0 INVOICING REQUIREMENTS

Contractor shall invoice Graham County monthly for its Services. The collective total of such invoices shall not exceed the amount quoted in the proposal attached as Exhibit “C” and incorporated herein by reference.

All invoices shall be submitted to Graham County Accounts Payable, 921 W. Thatcher Blvd., Safford, Arizona 85546, and shall include the following information:
• Invoice Number
• Service Location
• Contractor Name and Address
• Description of Services Performed
• Description of Expenses Incurred
• Documentation of Expenses Incurred

Graham County shall have the right to inspect the project site to evaluate whether the services Contractor performed and invoiced are satisfactory. If Graham County determines Contractor’s performance is satisfactory, it shall pay the invoice within thirty (30) days of receipt thereof. If it determines Contractor’s performance is not satisfactory, it shall notify Contractor, in writing, of any deficiencies it discovers within ten (10) days of receipt of the invoice, and Contractor shall correct the deficiencies as soon as reasonably practicable. Graham County shall pay Contractor’s invoice within thirty (30) days after it accepts Contractor’s corrected work as satisfactory.

11.0 TERMINATION.

11.1 Termination by Mutual Agreement: This Agreement may be terminated at any time by mutual agreement of the Parties.

11.2 Termination for Convenience/Termination Without Cause: Graham County may terminate this Agreement with fifteen (15) days’ notice specifying the termination date.

11.3 Termination for Breach: In the event of a material breach, default, or violation of any term or condition of this Agreement by any Party, the Party, claiming breach shall provide written notice to the breaching Party and said notice shall set forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within (10) days of the breaching Party’s receipt of notice, this Agreement shall immediately terminate, at the option of the Party alleging such breach.

11.4 Cancellation for Conflict of Interest: This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement.

11.5 Payment Following Termination: Any termination or cancellation of this Agreement shall not relieve Graham County of its obligation to pay Contractor for services it rendered to Graham County before the effective date of termination or cancellation.

12.0 CHANGES IN THE WORK

Contractor must obtain prior written authorization from the Graham County Manager by written change order before altering its scope of services, if the alteration will result in any change to the overall project budget. In no event shall Contractor’s requested changes exceed the proposal attached as Exhibit “C.” Contractor’s failure to obtain prior written authorization, as required in this section, may result in non-payment to Contractor.
13.0 NON-APPROPRIATION OF FUNDS

13.1 Contractor acknowledges that Graham County is a governmental entity, and this Agreement's validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of Graham County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Graham County after written notice to Contractor of the unavailability and non-appropriation of public funds. In such event, Graham County only shall be liable to Contractor for services it rendered and material it provided to Graham County prior to expiration of this Agreement. If Graham County’s allocation of funds is reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation, except that Graham County will be liable to Contractor for services it rendered and material it provided to Graham County prior to expiration of this Agreement.

13.2 It is expressly agreed that Graham County shall only activate this non-appropriation provision as an emergency fiscal measure. Graham County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this Agreement, or to enable the County to contract with another Contractor for the same supplies or services covered under this Agreement.

14.0 WAIVER OF JURY TRIAL

Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory). Each party hereto: (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) acknowledges that it and the other parties hereto have been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this section.

15.0 LIQUIDATED DAMAGES

Contractor and County recognize that time is of the essence Contractor will be charged liquidated damages for failure to achieve substantial completion by the contract time, April 15, 2022. Liquidated damages shall be as follows: $100 per day for the first 30 days after the contract time, and $250 per day for every day thereafter.

STANDARD TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When alternates to specified equipment and/or materials are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The County shall be the sole and final judge of equivalency.
2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held responsible.

3.0 QUALITY: Unless otherwise indicated in the request, all material shall be new and free from defects. Items which are used, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the County.

4.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

5.0 ACCEPTANCE/REJECTION: The County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the County.

6.0 CONTRACT AND EXECUTION OF CONTRACT: Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the Graham County Board of Supervisors. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the County, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.

7.0 ENTIRE AGREEMENT: This Agreement contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes all prior negotiations, representations, or agreements, not otherwise incorporated herein. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.

8.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Arizona. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

9.0 LICENSES AND PERMITS: Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.

10.0 ASSIGNMENT: Contractor may not assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of Graham County. Contractor may not delegate any performance under this Agreement, except with the prior written consent of Graham County. Any purported assignment of rights or delegation of performance in violation of this section is void.
11.0 NONEXCLUSIVE CONTRACT: Unless otherwise stated, the County reserves the right to purchase work or materials outside of this contract.

12.0 NONDISCRIMINATION & AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, gender identity and gender expression, or national origin.

13.0 INDEPENDENT CAPACITY: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the County.

14.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies utilized must comply fully with all safety requirements as set forth by the State of Arizona and all applicable OSHA Standards.

15.0 INSURANCE RESPONSIBILITY: Satisfactory proof of the existence and carriage of insurance is required.

16.0 CANCELLATION: The County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

17.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item.

18.0 ADVERTISING AND NEWS RELEASES: Reference to or use of the County, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the County.

19.0 INDEMNIFICATION: To the fullest extent permitted by law, Contractor (as "Indemnitor") hereby agrees to indemnify, defend, save and hold harmless Graham County and its departments, agencies, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of Contractor or any of its or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal,
state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Contractor shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Contractor agrees to waive all rights of subrogation against Graham County, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by Contractor for Graham County. This indemnification shall survive the termination, cancellation or expiration of this Agreement. Any insurance, its limits, amount and type required herein to be maintained by Contractor shall in no way be construed as limiting the scope of this Indemnity.

20.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

21.0 ENFORCEMENT: Graham County’s failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant, condition, right, or duty, nor is it deemed to be a waiver of Graham County’s rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by Graham County. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waiver by Graham County of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

22.0 SEVERABILITY/UNENFORCEABLE PROVISIONS: If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and the rights and obligations of the Parties shall be construed and enforced to effectuate the essential intent and purposes of this Agreement.

23.0 AUTHORITY: The individual executing this Agreement on behalf of Contractor represents that he or she is authorized to execute this Agreement, and that this Agreement shall be binding upon Contractor upon execution.

24.0 GOVERNING LAW AND VENUE: This Agreement, and any addenda hereto, shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under or pursuant to the Agreement, and any addenda hereto, shall be brought in the courts, state or federal, within the State of Arizona, and the Parties expressly waive the right to bring any legal action or claim in any other court. The Parties

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hereby consent to venue in Graham County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this Agreement. Any changes in the governing laws, rules, and regulations that do not materially affect the Contractor's obligations under this Agreement will apply but will not require an Amendment.

25.0 HEADINGS AND CONSTRUCTION OF AGREEMENT: In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, company, firm, or association.

26.0 FAIR MEANING: This Agreement is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

27.0 COUNTERPARTS AND ELECTRONIC SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Signatures sent by electronic means (facsimile, scanned and sent by e-mail, or signed by electronic signature) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Agreement on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each party may sign any number of copies of this Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

28.0 RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that it has, or it will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. Contractor warrants that it has obtained or will obtain Worker's Compensation Insurance for its employees performing services in connection this Agreement and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees performing services in connection with this Agreement. Neither Contractor, its subcontractors, nor any employee, officer, or agent of Contractor or subcontractors shall be deemed an officer, employee, or agent of Graham County. Graham County shall not be liable for any debts, accounts, obligations, or other liabilities whatsoever of Contractor, including (without limitation)
Contractor’s obligation, if any, to withhold Social Security and income taxes for itself or any of its employees or officers.

29.0 SUCCESSORS AND ASSIGNS: All conditions, covenants, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their approved successors and assigns. Each provision of this Agreement to be performed by Contractor shall be construed as both a covenant and a condition.
SIGNATURE AND AUTHORITY AFFIDAVIT FORM

BIDDING COMPANY NAME: ________________________________________________

FEIN (Federal Employer ID Number)    OR    Social Security # (if Sole Proprietorship)
______________________________________________________________

Address: __________________________________________________________________________

City ___________________ State _______ Zip _______________________

Number of years in Business _______

Name the person to contact for questions concerning this bid.

Name ______________________________ Title ___________________________

Phone ( ) __________________________ Toll Free Phone ( ) ________________

Fax ( ) ___________________________ Email Address ______________________

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

_____________________________    ___________________________
Signature    Title

_____________________________    ___________________________
Name (type or print)    Date
ATTACHMENT B

REFERENCES

Contractor: 

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references.

Company Name: 
Address: 
Contact Person: Phone No. 
E-Mail Address: 
Product(s) Used and/or Service(s) Provided: 

Company Name: 
Address: 
Contact Person: Phone No. 
E-Mail Address: 
Product(s) Used and/or Service(s) Provided: 

Company Name: 
Address: 
Contact Person: Phone No. 
E-Mail Address: 
Product(s) Used and/or Service(s) Provided: 
ATTACHMENT C

BID OFFER FORM

Contractor: ________________________________

Bid
Total Cost: $ ____________________________
Estimated Start Date: ______________________
Estimated Finish Date: _____________________

Finish Date must be no later than April 15, 2022
*Prior to submitting a bid, the contractor is responsible for contacting the County for any addendums that may have been issued. Any addendums must be acknowledged here:

________________________________________

Contractor Signature

________________________________________

Bid Accepted by Graham County:

________________________________________

Danny Smith, Chairman
ATTACHMENT D

Legend

- Conduit
- Light Posts
- Electrical Panel

Field 1 Lighting Replacement Project

Approx. 900 ft. of 1.5 in conduit
6 poles with 30 light fixtures total

Gila County GIS Department
525 Thatcher Ave.
Safford, AZ 85546
Prepared by: Timothy Wells
The Stadium Pro III Series LED sport light takes sport lighting to the next level. Top-Tier Bridgelux 3030 LEDs combined with High-End Sosen VP Drivers for a long life of Ultra-Efficient LED Lighting. Multiple beam angle and mount options, standard and high voltage applications, and a 7 Year Warranty. There is no job the Stadium Pro III Series can't handle!

P/N: RGL-STADIUMPRO-3-500WS1PS2A1-acdeg

"X" in P/N stands for LED manufacturer, B means LUMILEDs 3030, P means Bridgelux 3030;
"Y" can be "S1" to "S9", "S1-20", "S2-30", "S3-40", "S4-60", "S5-80", "S6-120"
"a" can be can be 2 letters represent lamp colors; "BI" = Black, WH=white, BR=bronze or customized
"o" can be "C" for Frontcover provided or blank for no Frontcover provided;
"c" can be "3RP", "SNP", "SNP", "SNF", "SNF", "SNP", "SNF", "SNP", "SNF" or blank for photosensor and short cap or not;
"U" can be "10SP", "220SP" or blank for Surge protector type provided or not;
"%" can be installation parts, AV=Pipe arm

DIMENSIONS

UL/cUL, DLC-4.1(Premium), cETLus
Input voltage: 120-277Vac

ADVANTAGE

- No UV or IR in the beam;
- Easy to install and operate;
- Energy saving, long lifespan;
- Instant start, NO flickering, NO humming;
- Green and eco-friendly without mercury;
- Output constant current level can be

APPLICATION

- Gymnasium, Baseball, Soccer and Football Fields;
- Shipyard, Airport, Dock;
- High mast and Contour lighting, Parking Lots, etc.

Rugged Grade Lighting
Industrial Grade Solutions
888-953-2476
sales@ruggedgrade.com
## Specifications

### Optical

<table>
<thead>
<tr>
<th>Specification</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Input Power (Tolerance ±10%)</td>
<td>500W</td>
</tr>
<tr>
<td>Color Temperature</td>
<td>4000K, 4500K, 5000K, 5700K</td>
</tr>
<tr>
<td>Lumen (Tolerance ±10%)</td>
<td>66000 LM, 66000 LM, 66000 LM</td>
</tr>
<tr>
<td>Efficacy (Tolerance ±3%)</td>
<td>132 LM/W, 133 LM/W, 133 LM/W</td>
</tr>
<tr>
<td>CRI</td>
<td>&gt;70</td>
</tr>
<tr>
<td>Color Consistency</td>
<td>&lt;6 Steps or &lt;6 SDGM</td>
</tr>
<tr>
<td>BUG</td>
<td>EE-U0-G3</td>
</tr>
<tr>
<td>Distribution Pattern</td>
<td>NEAMA4</td>
</tr>
<tr>
<td>Beam Angle (50%) (Tolerance)</td>
<td>30°</td>
</tr>
</tbody>
</table>

### Electrical

<table>
<thead>
<tr>
<th>Specification</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Input Voltage and Frequency</td>
<td>120-277VAC, 50/60Hz</td>
</tr>
<tr>
<td>FF (Tolerance ±3%)</td>
<td>±0.5</td>
</tr>
<tr>
<td>THD (Tolerance ±3%)</td>
<td>±20%</td>
</tr>
<tr>
<td>Flicker Percent</td>
<td>&lt;5%</td>
</tr>
<tr>
<td>Driver Brand</td>
<td>BOSEN</td>
</tr>
<tr>
<td>Driver Model</td>
<td>SS-243WP-E55H</td>
</tr>
<tr>
<td>Driver Surge protection</td>
<td>LN-PE: 10KV, L-N5KV</td>
</tr>
<tr>
<td>Dimming</td>
<td>0-10V dimming standard</td>
</tr>
<tr>
<td>Optional Accessory</td>
<td>Sensor Recpactable+Photo sensor /Sensor Reciprocate+Short Cap /Surge-protective Device</td>
</tr>
</tbody>
</table>

### Material

<table>
<thead>
<tr>
<th>Specification</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>LED Brand</td>
<td>Bridgelux</td>
</tr>
<tr>
<td>LED Type</td>
<td>SMD3330</td>
</tr>
<tr>
<td>LED Qty</td>
<td>504 PCS</td>
</tr>
<tr>
<td>Housing</td>
<td>Die-cast aluminum</td>
</tr>
<tr>
<td>Housing Color</td>
<td>Black, White, Bronze or Customized</td>
</tr>
<tr>
<td>EPA</td>
<td>1.6 ft²</td>
</tr>
<tr>
<td>Waterproof Rating</td>
<td>WET (IP65)</td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>Specification</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Temperature</td>
<td>-40°C to 45°C</td>
</tr>
<tr>
<td>Storage Temperature</td>
<td>-40°C to 60°C</td>
</tr>
<tr>
<td>Operating Humidity</td>
<td>20% - 90% RH</td>
</tr>
<tr>
<td>Storage Humidity</td>
<td>10% - 98% RH</td>
</tr>
<tr>
<td>Warranty</td>
<td>3 years warranty with 24/7 operating hours, lifetime 100,000 hours at 25°C.</td>
</tr>
</tbody>
</table>
PACKAGE

<table>
<thead>
<tr>
<th>Bracket Type</th>
<th>Carton Size</th>
<th>Qty / Carton</th>
<th>Net Weight / Carton</th>
<th>Gross Weight / Carton</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM</td>
<td>525’x490’x485 MM</td>
<td>6 PC</td>
<td>14.62 KG</td>
<td>17.1 KG</td>
</tr>
<tr>
<td>AM</td>
<td>730’x490’x490 MM</td>
<td>3 PC</td>
<td>15.12 KG</td>
<td>17.7 KG</td>
</tr>
</tbody>
</table>

Tolerance of Carton Size: ±15 MM, Tolerance of Weight ±10%.
LIGHT DISTRIBUTION TESTING PARAMETERS

Luminaire Property

Luminaire Manufacturer:
Luminaire Category:
Lamp Catalog:
Number of Lamps:
Luminous Length (mm):
Luminous Height (mm):
Current: 4.240 A
Power Factor: 0.998

Luminaire Description:
Lamp Description:
Lumens per Lamp:
Luminous Width (mm):
Voltage: 120.0 V
Power: 507.81 W

Photometric Results

IES Classification: Type I
Total Rated Lamp Lumens: 67168 lm
Efficiency: 100%
Upward Ratio: 0%
C0-C19 Intensity: 192682.02 cd
Pos of Max. Intensity: H0 V1

Longitudinal Classification: Very Short
Measurement Flux: 67168 lm
Downward Ratio: 100%
Luminaire Efficacy Rating (LER): 132.32
Max. Intensity: 193828.19 cd

Mount Options:

- Slipfit
- Large U-Shaped Flood Bracket

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<table>
<thead>
<tr>
<th>Product Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualified Product Use</td>
<td>Commercial And Residential Exterior Spot Lighting</td>
</tr>
<tr>
<td>Technical Requirements</td>
<td></td>
</tr>
</tbody>
</table>

| Product ID | RGL-STADIUMPRO-3-500WS1PS2A1-ac[10SP;20SP;Blank][AM;FM]50 |
| Manufacturer | RuggedGrade |
| Brand | RuggedGrade |
| Model Number | RGL-STADIUMPRO-3-500WS1PS2A1-ac[10SP;20SP;Blank][AM;FM]50 |
| Parts | No |
| Warranty | 1 Year |

<table>
<thead>
<tr>
<th>Test Results</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Test</td>
<td>Results</td>
</tr>
<tr>
<td>Standard 1</td>
<td>77</td>
</tr>
<tr>
<td>Standard 2</td>
<td>92</td>
</tr>
<tr>
<td>Standard 3</td>
<td>75</td>
</tr>
<tr>
<td>Standard 4</td>
<td>76</td>
</tr>
<tr>
<td>Standard 5</td>
<td>83</td>
</tr>
<tr>
<td>Standard 6</td>
<td>81</td>
</tr>
</tbody>
</table>

Rugged Grade Lighting
Industrial Grade Solutions
NOTICE FOR USER

➢ Please turn off power before install or change assembly parts.
➢ The input voltage and lamps should be matched, after connecting the power line.
   Please make sure the wiring section is insulated.
➢ No professionals, must not install and disassemble the lamps.

TROUBLESHOOTINGS

<table>
<thead>
<tr>
<th>Issue</th>
<th>Check points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light Flickers</td>
<td>Check all wiring for disconnections, shorts and burnt wiring and connections. Confirm steady</td>
</tr>
<tr>
<td></td>
<td>input voltage to the light fixture, fluctuating input voltage will harm the LED driver and can</td>
</tr>
<tr>
<td></td>
<td>lead to premature failure. Lights with photocells can have photocell tag from ambient light or</td>
</tr>
<tr>
<td></td>
<td>light reflecting back at the sensor. Simply cover the photocell completely and see if flickering</td>
</tr>
<tr>
<td></td>
<td>continues while the photocell is covered. Call Tech Support for help if none of the above</td>
</tr>
<tr>
<td></td>
<td>solves the issue.</td>
</tr>
<tr>
<td>Light does not work at all</td>
<td>Check all wiring for disconnections, shorts and burnt wiring and connections. Confirm steady</td>
</tr>
<tr>
<td></td>
<td>input voltage to the light fixture, fluctuating input voltage will harm the LED driver and can</td>
</tr>
<tr>
<td></td>
<td>lead to premature failure. If input voltage is not in the voltage range of the fixture, you will</td>
</tr>
<tr>
<td></td>
<td>need to find the source of your input voltage issue. Call Tech Support for help if none of the</td>
</tr>
<tr>
<td></td>
<td>above solves the issue.</td>
</tr>
</tbody>
</table>

For more technical information, install questions, troubleshooting help or warranty claims, we have a dedicated US Tech and Customer Support Team to help solve any issues you have and can be reached by email or phone. If you need help with any of our products, we are here for you so that you are never in the dark!

BETTER LIGHTS.
BETTER SUPPORT.

DLC CERTIFIED  UL LISTED

US based phone and online customer support

7 YEARS

Rugged Grade Lighting
Industrial Grade Solutions

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<table>
<thead>
<tr>
<th>Board Meeting Date</th>
<th>February 7, 2022</th>
</tr>
</thead>
</table>

**Description of Request:** One (1) form is required per agenda item.
D/A Approval to open Bid# 21/22-16, Health Department 60KW Industrial Generator

**History/Background:**

**Submitted by (Department):**
BOS

**Date:**
2/1/2022

**Reviewed & Approved by (Elected Official/Department Head):**

**Contact Number:**

**Source of Funds:**

**Certification of available funds, if applicable:**

**Approved (C.F.O):**

**Reviewed by County Attorney, if applicable (All Contracts, IGA's, Claims, etc.):**

**Approved (County Attorney):**

1) Agenda request form with one (1) copy of supporting documentation for County Manager's approval.
2) Any contracts, IGA's, etc., should include one (1) original and (1) copy.
3) Original documents that require signature with signature pages clearly marked with "SIGN HERE" tabs.
4) Must be received by Clerk of the Board no later than Tuesday, 12:00 p.m. prior to the Board Meeting.

**Date approved for agenda:**
2-1-22

**Approved (Board Clerk):**

[Signature]
Dear Interested Bidder:

The Board of Supervisors is accepting sealed bids for a 60KW Industrial Generator and complete installation. See attached specification sheet. Respondents to this bid invitation must identify any deviations from the bid specifications.

If you have any questions regarding this bid, please contact Dustin Welker at (928) 428-3250. All bids must be clearly marked Health Department 60KW Industrial Generator, Bid #21/22-16 on the outside of the envelope and returned to the above address.

The bid shall follow the attached specifications as closely as possible and will be rejected if it excludes or omits any portion thereof. The Board of Supervisors reserves the right to reject any or all bids. This proposal must include all taxes, freight, delivery charges and/or other charges as may be applicable. The Board of Supervisors will pay only the amount submitted on the proposal, upon installation of generator. No partial payments will be made. Full payment will be made at the next regular supervisors meeting upon delivery and with a fully completed invoice. The invoice must be received by 12:00 noon Wednesday prior to the board meeting date. The board meets the first and third Mondays of each month.

The bid must be delivered to the Board of Supervisors office by Thursday, February 3, 2022, by 6:00 P.M. The bids will be opened Monday, February 7, 2022 at 8:00 AM.

60KW INDUSTRIAL GENERATOR
BID #21/22-16
SEE ATTACHED SPECIFICATIONS

| BID AMOUNT | $   |
| TAX        | $   |
| DELIVERY/FRT | $   |
| OTHER      | $   |
| TOTAL BID AMT | $   |

DELIVERY DATE: A.S.A.P. – Immediate Delivery

ACCEPTED AND AGREED TO:
GRAHAM COUNTY BOARD OF SUPERVISORS

AUTHORIZED SIGNATURE/DATE

AUTHORIZED SIGNATURE/DATE
Specifications/Bid Requirements

The Graham County Health Department has been approved to purchase one generator for FY 2021/2022. The generator will consist of the following:

60 KW 3 Phase Natural Gas Industrial Generator

Graham County reserves the right to review all bids received, allowing the County to accept the lowest and/or most conforming bid. Each bidder may submit multiple bids. Graham County will also require delivery ASAP from awarded date, or the next most conforming bid will be used.

The following specifications are required:

1. 60KW
2. 3 Phase Natural Gas
3. Installation of generator by manufacturer certified dealer
4. Concrete pad installation
5. Includes freight
6. 400-amp service rated transfer switch
7. Includes labor
8. Includes crane
9. Includes testing
10. Warranty work by manufacturer certified dealer

Bid to be mailed to:
Graham County Board of Supervisors
921 W. Thatcher Blvd.
Safford, AZ 85546

BID Number: 21/22 - 16 (This number must be on the bid proposal and on the outside of the sealed envelope.)
**Description of Request:** One (1) form is required per agenda item.

Work Session: BLM 1:30

**History/Background:**

**Submitted by (Department):**
BOS

**Date:**
February 2, 2022

**Reviewed & Approved by (Elected Official/Department Head):**
Dustin Welker

**Contact Number:**
428-3250

**Source of Funds:**

**Certification of available funds, if applicable:**

**Approved (C.F.O.):**

**Reviewed by County Attorney, if applicable (All Contracts, IGA's, Claims, etc.):**

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4) Must be received by Clerk of the Board no later than Tuesday, 12:00 p.m. prior to the Board Meeting.

**Date approved for agenda:**

**Approved (Board Clerk):**

2-7-22