

PURSUANT TO A.R.S. § 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). THE MEETING IS ALSO TELEVIEWED TO THE GILA COUNTY COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 610 E. HIGHWAY 260, PAYSON, ARIZONA.

NOTE: Per the most recent guidelines from the federal government regarding COVID-19 and to protect citizens, no citizens will be allowed in the Board of Supervisors' hearing room at the Globe Courthouse or at the County Complex, Board of Supervisors' conference room in Payson. The only exception to this statement is for public hearings. Citizens may attend the public hearing in person, one at a time, in Globe or in Payson to provide comments. A face mask must be worn while in the building; however, it may be removed while addressing the Board of Supervisors.

Citizens may watch the Board meeting live-streamed at:

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

Citizens may submit written comments related to the February 16th Regular Meeting agenda by no later than 5 p.m. on Monday, February 15th, by emailing the Clerk of the Board at msheppard@gilacountyaz.gov or calling 928-402-8757. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name, and residence address in the email.

REGULAR MEETING - TUESDAY, FEBRUARY 16, 2021 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE -
INVOCATION**
2. **PRESENTATIONS:**
 - A. Presentation regarding Gila County financial data as of December 31, 2020 as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance. **(Maryn Belling)**
3. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Resolution No. 21-02-02 naming a road in the Tonto Basin area to be called S. Bluebird Road. **(Steve Sanders)**

4. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to approve Amendment No. 3 to Contract No. 07012020-21 whereby APS Crisis Bill Assistance funds will increase by \$13,150 for a total allocation of \$43,200, which will be used to provide utility deposits, and bill assistance to eligible citizens residing in Gila County for the period of July 1, 2020 through June 30, 2021. **(Malissa Buzan)**
- B. Information/Action/Discussion to authorize submission of the Arizona 9-1-1 Program Grant Application for FY2022 in the amount of \$192,654 by the grant closing date of March 5, 2021. **(Debra Williams)**
- C. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 110520-*CRS-2P and MC-800 Chip Seal Oils*; award to the lowest, most responsible, and qualified bidder; and authorize the Chairman's signature on the award contract. **(Steve Sanders)**
- D. Information/Discussion/Action to authorize the advertisement of Statement of Qualifications No. 012021 - *On-Call Design and Architectural Services*. **(Daren Frank)**
- E. Information/Discussion/Action to reinstate all user fees for activities/events at the Gila County Fairgrounds located in Globe, AZ per the Gila County Fairgrounds User Fees Schedule dated February 16, 2021. **(Daren Frank)**
- F. Information/Discussion/Action to approve a letter from the Board of Supervisors to Senator Mark Kelly outlining Gila County's initial concerns and areas for opportunities related to COVID-19 response and potential infrastructure needs. **(Jacque Sanders)**

- G. Information/Discussion/Action to vote to authorize the Arizona Attorney General to represent Gila County in SOUTHWEST GAS CORPORATION, a California corporation, vs. ARIZONA DEPARTMENT OF REVENUE, an agency of the State of Arizona; COUNTIES OF: COCHISE, GILA, GRAHAM, GREENLEE, LA PAZ, MARICOPA, MOHAVE, PIMA, PINAL and YUMA, each of which is a political subdivision of the State of Arizona, TX 2020-001122 **(Jeff Dalton)**

5. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

- A. Approval to reappoint Mr. Clark Richins as a governing board member of the Gila County Cooperative Extension Advisory Board for the term of office which began January 1, 2021 through December 31, 2022.
- B. Approval to appoint Mr. Vern Leis as a governing board member of the Northern Gila County Range Commission through December 31, 2023.
- C. Approval to reappoint Ms. Teresa Williams as a governing board member of the Gila County Personnel Commission for the term of office which began on January 1, 2021 through December 31, 2024.
- D. Approval of the monthly activity reports submitted by the Human Resources Department for January 2021.
- E. Approval of finance reports/demands/transfers for the reporting period of January 1, 2021 through January 31, 2021.

6. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
7. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)(3).

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

Regular BOS Meeting

Meeting Date: 02/16/2021
Submitted For: Mary Springer, Finance Director
Submitted By: Maryn Belling, Budget Manager
Department: Finance

InformationRequest/Subject

Presentation of Gila County financial data as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance.

Background Information

At the request of Gila County Board of Supervisors' Chairman and Members, the Finance Department has analyzed the year-to-date performance of both revenues and expenditures as compared to the 2021 Fiscal Year Budget. This report contains General Fund fiscal data as of December 31, 2020. Throughout the year, the Finance Department prepares reports to compare Gila County's income and expenses to the adopted budget. This information is provided for both the Board of Supervisors and the general public to strengthen our communication and transparency efforts. We welcome feedback to improve the usefulness of the information. As we continue to make improvements in software compatibility, we anticipate being able to provide more timely data comparisons. In addition, at the request of Chairman Humphrey and Member Supervisors Cline and Christensen, we maintain these reports for future inclusion in the FY 2022 Budget Book.

Evaluation

Monthly Review Process- Monthly the Budget Manager reviews the Countywide Budget Performance Report for both revenues and expenses. By systematically evaluating each fund for its progress toward annual revenue and expenditure targets, Finance is able to communicate well with departmental leaders and keep notes for improving the preparation of future years' budgets. When extraordinary items arise, or department leaders have concerns about upcoming expenditures or revenues, Finance works with departments and with the County Manager as appropriate to ameliorate concerns, advocate strategically, and provide insight on past decisions to ensure the vision for the current year's budget remains in focus.

Ongoing Communication- This approach extends beyond monthly Budget Performance Report review and includes: contract request assessments, repair maintenance discussions, and providing full-service communication about where items were budgeted so that we're consistent. In addition, working with departments to understand the timing of reimbursable grant-funded programs allows us to strategically plan for year-end receivables and cash balances.

Conclusion**December 31, 2020 Summary****General Fund Revenue:**

At the end of December 2020, Gila County's General Fund Revenues were at 53% of the annual budget compared to a 6-month target of 50%. In total, Fiscal Year 2021 year-to-date revenues are \$1,843,387.71 more than the same year-to-date revenues for Fiscal Year 2020.

Top 5 Revenue line items experiencing an increase compared to the 2020 fiscal year at 12/31 are:

Property Taxes	\$1,523,118.46
Non-Business Licenses & Permits	\$77,600.95
Auto Lieu Tax	\$192,623.52
State Shared Sales Tax	\$344,254.28
Miscellaneous*	\$144,143.66

Top 5 Revenue line items experiencing a decrease compared to the 2020 fiscal year at 12/31 are:

County Excise Tax	(\$66,206.50)
Federal PILT	(\$91,788.00)
Charges for Services - Public Safety	(\$133,495.45)

Intergovernmental Agreements	(\$158,356.05)
State Grants	(\$66,178.23)

General Fund Expenditure:

General Fund Expenditures at 12/31/2020 are 46% of the budget and \$457,904.27 lower than 12/31/2019. Gila County general fund departments continue to align with the Gila County Strategic Plan priorities including Responsible Resource Management, Robust Communication, and Safety.

Net Impact:

The net impact of increased revenues and decreased expenses result in a year-to-date net increase to the bottom line of \$2,301,291.98 compared to last year.

***Miscellaneous Revenue Detail:**

The total Miscellaneous Revenue for General Fund as of 12/31/2020 is \$435,240.27 compared to \$291,096.61 as of 12/31/2019. Below is a chart listing the extraordinary transactions for 2021 Fiscal year which comprise 99.98% of the year-to-year differences. The majority of the 2020 Fiscal Year amount was \$250,000 for EORP Circuit Breaker from State of Arizona – that same amount has been received in fiscal year 2021.

Department	Date	Treasurer's Receipt #	Description	Miscellaneous Account Code Receipts for 2021 Year to Date
Elections	9/1/2020	129460	Secretary of State payment for 3/17/2020 Presidential Preference Election	22,955.03
Human Resources	10/21/2020	129889	Department of Economic Security - reimbursement of 50% of costs from CARES Act	10,678.63
Finance	9/15/2020	129566	ADEQ Payment for former Hayden Restaurant ADEQ21_BF2104	51,000.00
Finance	9/3/2020	129503	AZ State Treasurer Payment for former Hayden Restaurant ADEQ	14,936.77
GCSO	11/17/2020	130093	State of Arizona Search & Rescue Reimbursement from November 2019 – June 2020	\$28,844.37
Finance	FY2021	Reclassification	Correcting Journal	(\$20,258.26)
Superior Court Reimbursement	FY2021	129198	Reimbursement for ASRS Vacation Payout	\$9,217.16
Elections	12/29/2020	130404	Globe Unified School District Election \$2,865.60 / Town of Payson Election \$5,937.50	\$8,803.00
GCSO	12/15/2020	130322	State of Arizona Search & Rescue Reimbursement from November 2019 – June 2020	\$15,775.95
GCSO	12/15/2020	130310	WETIP reimbursement/support from Freeport McMoRan	\$1,900.00
GCSO	12/2/2020	130233	Reimbursement for Tow Bill	\$263.00
			TOTAL	144,115.65

Recommendation

Presentation regarding Gila County financial data as of December 31, 2020 as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance.

Suggested Motion

Presentation regarding Gila County financial data as of December 31, 2020 as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance. **(Maryn Belling)**

Attachments

6 months ytd narrative 2021

6 months ytd bar graph 2021



Gila County

Finance Department

Mary Jane Springer, Finance Director

mspringer@gilacountyaz.gov

928-402-8516

December 31, 2020 Summary

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Net Impact:

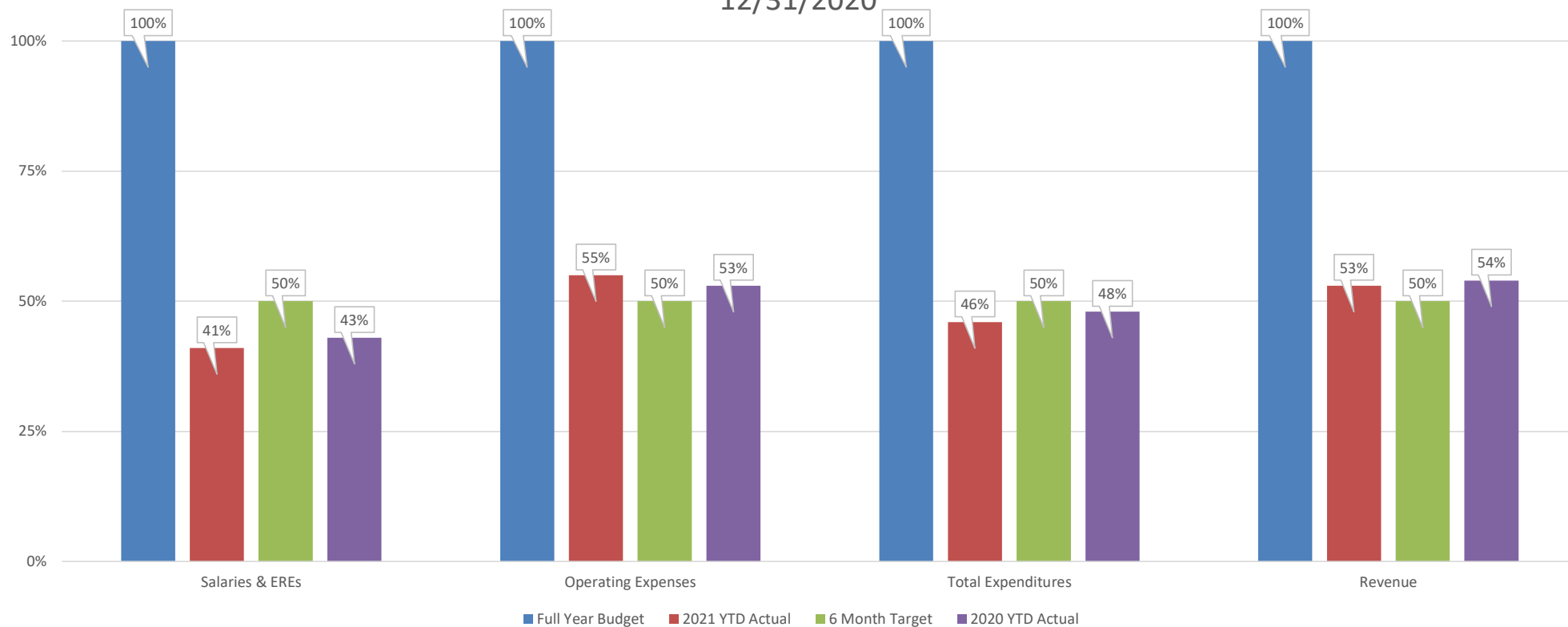
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			TOTAL	144,115.65

2021 Fiscal Year to Date
Expenses & Revenues vs Budget
6 Months Year-to-Date
12/31/2020



ARF-6435

Public Hearing 3. A.

Regular BOS Meeting

Meeting Date: 02/16/2021

Submitted For: Steve Sanders, Director

Submitted By: Tom Homan, GIS Supervisor

Department: Public Works

Division: Rural Addressing

Information

Request/Subject

Resolution No. 21-02-02 to name a section of road in Tonto Basin as S. Bluebird Road

Background Information

Record of Survey 5187 has split a 12+ acre property into multiple lots with a defined access easement. Development of the parcels necessitated the creation of a named road for access and 911 purposes. The property owners have agreed to name the road and are consistent in their name that satisfies the 75% threshold of Section 806.A of Gila County Street Naming and Property Numbering Ordinance No. 11-03. The property owners were sent the public notice with a dissenting response date of February 8, 2021.

Evaluation

This road branches off of Forest Service Road 896 commonly referred to as the Bluebird Mine Road and is located in section 13 of T6N R11E on the East side of Tonto Creek. The recorded Record of Survey 5187 did not name the road but local reference established the Bluebird name based on the FS road. Section 804 of the Addressing Ordinance does limit similar-sounding names within the same zip code and N. Bluebird Rd was approved on the August 17 2020 Board Meeting but the address ranging assigned did not consider the possibility of extending the road name to the South. South Bluebird Road was deemed an acceptable alternative. The five property owners were polled on the suggested road name with only one party offering alternatives. The site plan, area map, road naming, and public notice are attached.

Conclusion

Naming this road in Tonto Basin is supported by Gila County Street Naming and Property Numbering Ordinance Number 11-03.

Recommendation

The Public Works Director recommends that the Board of Supervisors adopt Resolution No. 21-02-02 naming a road in the Tonto Basin area as S. Bluebird Rd.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 21-02-02 naming a road in the Tonto Basin area to be called S. Bluebird Road. **(Steve Sanders)**

Attachments

Resolution No. 21-02-02

Public Notice

Location Map

Suggested Road Name

After Recording Please Return to:
Marian Sheppard - BOS



RESOLUTION NO. 21-02-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING A SECTION OF ROAD IN THE TONTO BASIN AREA, ARIZONA, TO BE CALLED S. BLUEBIRD ROAD.

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the naming of existing unnamed streets; and,

WHEREAS, the following street name and location substantially complies with the provisions of Article 8 of the Ordinance:

S. BLUEBIRD RD. – Section 13 T6N R10E

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said street and directs the appropriate County departments to incorporate this name uniformly on all maps of Gila County.

PASSED AND ADOPTED this 16th day of February 2021, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Tim Humphrey, Chairman

Approved as to form:

The Gila County Attorney's Office

PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila county Board of Supervisors will hold a public hearing for the naming of a road Tonto Basin area.

Record of Survey 5187 created an access easement for several new parcels. Discussions with the property owners have resulted in the selection of the road name of S Bluebird Rd.

To file an objection to the proposed names, residents must file an alternative petition in writing to the Rural Addressing Department by Friday, February 5, 2021 at 5:00pm, per Gila County Street Naming Ordinance No. 11-03. Petitions can be obtained through the Rural Addressing Department upon request.

The public hearing to name the road is scheduled for Tuesday, February 16, 2021 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

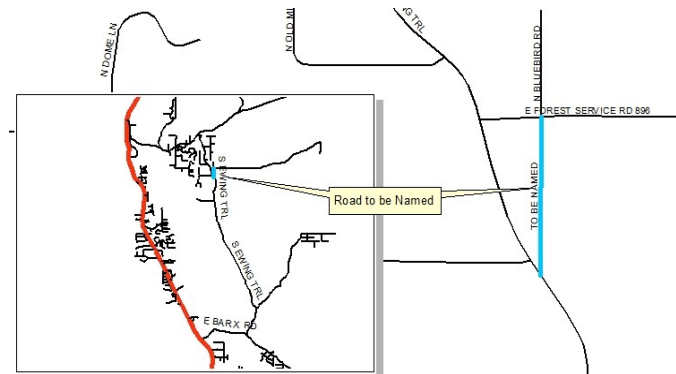
Inquiries and objections may be directed to:

Tom Homan, GIS/Addressing Supervisor

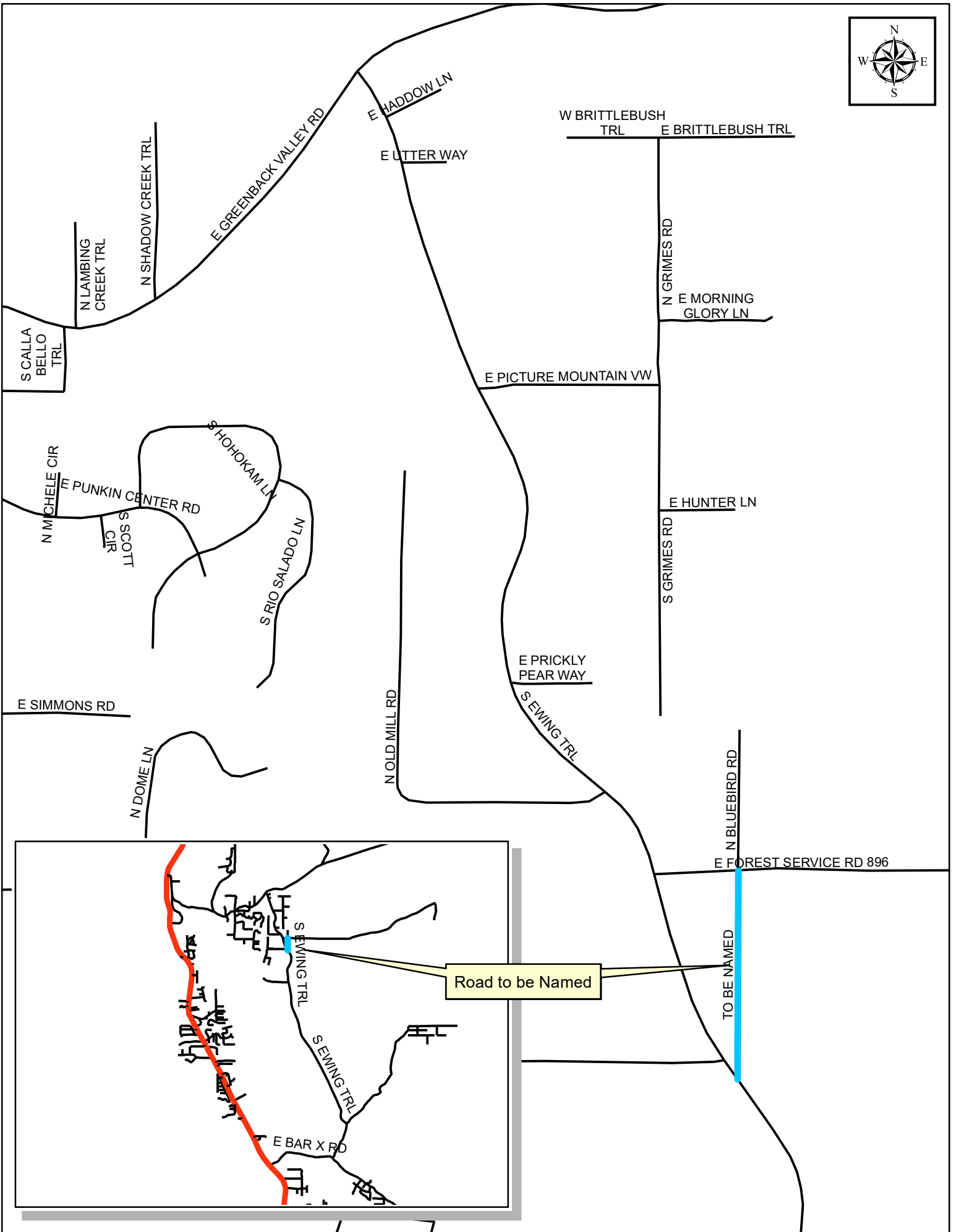
745 N Rose Mofford Way

Globe, AZ 85501

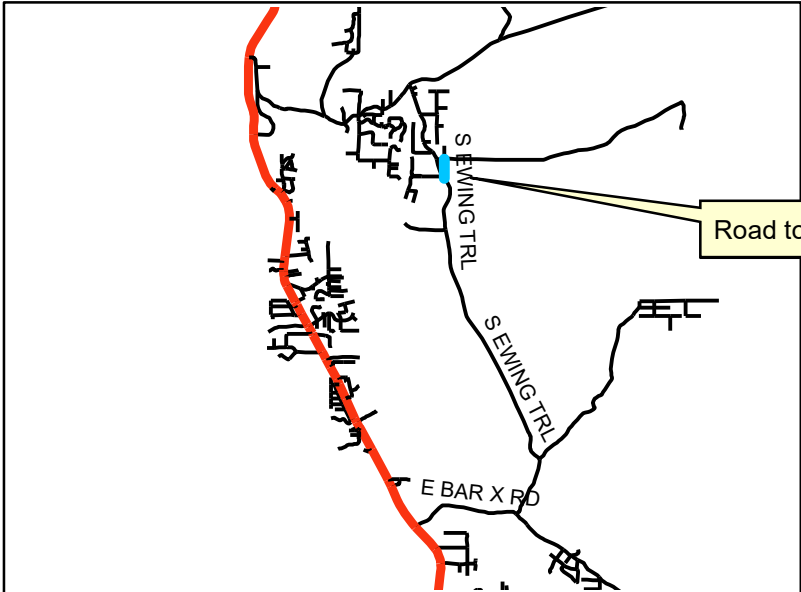
(928) 402-8597



Proposed Road Name Highlighted



Road to be Named



- Administration
- Consolidated Roads
- Engineering Services
- Floodplain Management
- General Services
- Recycling & Landfill Management
- **Rural Addressing & GIS Services**
- Survey Services



Steve Sanders, Director
ssanders@gilacountyaz.gov

745 N. Rose Mofford Way
Globe, Arizona 85501
Phone (928) 402-8515
www.gilacountyaz.gov

Public Works Department

December 10, 2020

Dear Gila County Resident:

Gila County is in the process of naming a road in the area where you own property. Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 11-03 and the Gila County Enhanced 911 Telephone System Plan.

A map has been included showing the location of the road to be named. It is recommended to work with your neighbors to select a road name agreeable to all. An early suggestion for this road is **South Bluebird Rd** to match the North Bluebird Rd that is on the north side of the Forest Service road 896 heading to the Bluebird mine.

If no contrary road name suggestions are received by close of business on Tuesday, December 29th, 2020, the Rural Addressing Department will assign the road a name and it will be sent to the County Attorney's Office for review, then to the Board of Supervisors for approval. If there are multiple name suggestions, then further discussion would occur to reach a consensus.

Once a name is reached a notice will be mailed to you providing the hearing date set by the Board of Supervisors. The hearing will provide you the opportunity to voice your support of the proposed road name.

Please feel free to contact our Rural Addressing Office at (928) 402-8597 with any questions or concerns. Our offices are open from 7:30 a.m. to 5:00 p.m. Monday through Thursday.

Thank you for taking the time to review this letter.

Respectfully,

Patricia Valenzuela
GIS Rural Addressing Technician
Gila County, Arizona

Attachments: Owners Information,
ROS 5187
Map of Road to be Named
Road Name Petition Form

Voice: (928) 402-8597

gcradept@gilacountyaz.gov

Name	Mailing Address	Parcel Number
Robert S. and Jill L. Rittorno	6350 S Puget Ave., Glendale, AZ 85302	201-06-045S
Kelly H. and Christy R. Salam	6714 E Hubbell St., Scottsdale, AZ 85257	201-06-045T
Paul P. Ditroia	4846 W Desert Cove Ave., Glendale, AZ 85304	201-06-045U
Jason M. and Nadia Noelle Lister	240 W Patriot Dr., Payson, AZ 85541	201-06-045V
Michael and Tamra Garner	2400 N Postal Blvd Unit 3262, Flagstaff, AZ 86003	201-06-045W



GILA COUNTY GIS RURAL ADDRESSING

Received
12-23-2020

Please Return To:

Tom Homan, Addressing Supervisor
GILA COUNTY GIS RURAL ADDRESSING
745 N Rose Mofford Way, Globe, Arizona 85501

**PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE
RIGHT -OF -WAY, EASEMENT OR ACCESS ROUTE**

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by at least 75% of the residents or the residents living along said routes provided that the requested name conforms to the Article 6 and 8 of the Street Naming and Property Numbering Ordinances.

PETITION FOR THE NAMING OF A PRIVATE OR PUBLIC RIGHT-OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE

WE THE UNDERSIGNED, ALL BEING PROPERTY OWNERS IN GILA COUNTY, ARIZONA, DO HEREBY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC RIGHT- OF- WAY, EASMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS:

PROPOSED ROAD NAME #1: Tonto Valley Ln
PROPOSED ROAD NAME #2: Big Bass Rd
PROPOSED ROAD NAME #3: Bobcat Ln

Printed Name	Signature	Mailing Address, Phone # and APN (Parcel #)	Email
Jill Rittorno	Jill Rittorno	6350 W. Puget Ave	Glendale, AZ 85302
Robert Rittorno	[Signature]	6350 W. Puget Ave	Glendale, AZ 85302



GILA COUNTY GIS RURAL ADDRESSING

TO BE COMPLETED BY COUNTY EMPLOYEE

Date Received: <u>12-23-2020</u>	
It is Recommended that the Proposed Name Be: _____	
_____ Assigned as requested: _____	
_____ Modified as follows: _____	
Submitted this _____ day of _____, 2020	_____ Rural Addressing Analyst

ARF-6452

Regular Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 02/16/2021

Submitted For: Malissa Buzan

Submitted By: Lisa Wilckens, Fiscal Services Manager

Department: Community Services Division: Administration

Fiscal Year: 2020-2021 Budgeted?: Yes

Contract Dates July 1, 2020-June 30, Grant?: Yes

Begin & End: 2021

Matching No Fund?: Replacement

Requirement?:

Information

Request/Subject

Amendment No. 3 to Contract No. 07012020-21 with the Arizona Community Action Association d/b/a Wildfire.

Background Information

Contract No. 07012020-21 was approved by the Gila County Board of Supervisors on June 16, 2020.

Evaluation

Amendment No. 3 to Contract No. 07012020-21 will increase the APS Crisis Bill Assistance funds by the amount of \$13,500; the Direct Service amount will increase to \$36,000, and the Program Delivery amount will increase to \$7,200. The new allocations for APA Crisis Bill Assistance will be \$43,200 (Direct Service + Program Delivery).

APS Crisis Bill funding will be used to provide, utility deposits, and bill assistance to eligible citizens residing in Gila County.

Conclusion

By the Board of Supervisors approving Amendment No. 3 to Contract No. 07012020-21, the Gila County Community Services Department will receive funding to provide eligible citizens residing in Gila County with services that promote economic self-sufficiency.

Recommendation

The Gila County Community Services Department Director recommends that the Board of Supervisors approve Amendment No. 3 in order for the Gila County Community Services Department to receive funding to provide utility services.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 3 to Contract No. 07012020-21 whereby APS Crisis Bill Assistance funds will increase by \$13,150 for a total allocation of \$43,200, which will be used to provide utility deposits, and bill assistance to eligible citizens residing in Gila County for the period of July 1, 2020 through June 30, 2021. **(Malissa Buzan)**

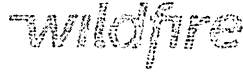
Attachments

Amendment No. 3 Contract No. 07012020-21

Amendment No. 2 to Contract No. 07012020-21

Amendment No. 1 to Contract No. 07012020-21

Contract No. 07012020-21



**Amendment No. Three (3) to the 2020-2021
Independent Contractor Agreement
Contract No. 07012020-21**

The Independent Contract Agreement dated July 1, 2020, between Arizona Community Action Association DBA Wildfire and Gila County (hereinafter "Contractor") to conduct application intake and eligibility determination for utility bill assistance, deposits and/or gas appliance repair/replace is hereby amended as follows:

Purpose of the Amendment:

1. To increase the APS Crisis Bill Assistance funds by the amount of \$13,150.00.

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources; Attachment 1:

APS Crisis Bill Assistance: To increase the Direct Service amount to \$36,000.00 and increase the Program Delivery amount to \$7,200.00. The new allocation for APS Crisis Bill Assistance will be \$43,200.00 (Direct Service + Program Delivery).

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. Three (3), effective as of the effective date.

CONTRACTOR:
Gila County

By: _____

Name: Tim Humphrey

Title: Chairman

Date: _____

Approved as to form

By: _____

Name: _____

___ Title: The Gila County Attorney's Office

Date: _____

Address:
5515 S Apache Ave, #200
Globe, AZ 85501
Email: mbuzan@gilacountyaz.gov

Arizona Community Action Association (dba
Wildfire), an Arizona nonprofit corporation

By:  _____

Name: Cynthia Zwick

Title: Executive Director

Date: Jun 19, 2021

Address:
340 E Palm Lane, Suite 315
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@wildfireaz.org



**Amendment No. Two (2) to the 2020-2021
Independent Contractor Agreement
Contract No. 07012020--21**

The Independent Contract Agreement dated July 1, 2020, between Arizona Community Action Association (dba Wildfire) and **Gila County** (hereinafter "Contractor") to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Purpose of the Amendment:

1. To increase APS Crisis Bill Assistance funds by the amount of **\$6,110.00**.
2. To increase URRD funds by the amount of **\$25,000.00**.

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources; Attachment 1:

APS Crisis Bill Assistance: To increase the Direct Service amount to **\$25,042.00** and increase the Program Delivery amount to **\$5,008.00**. The new allocation for APS Crisis Bill Assistance will be **\$30,050.00** (Direct Service + Program Delivery).

URRD: To increase the Direct Service amount to **\$101,282.00** and increase the Program Delivery amount to **\$10,128.00**. The new allocation for URRD will be **\$111,410.00** (Direct Service + Program Delivery).

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. Two (2), effective as of the effective date.

CONTRACTOR:
Gila County

Arizona Community Action Association
(dba Wildfire), an Arizona nonprofit
corporation

By: _____

Name: Woody Cline

Title: Chairman

Date: _____

Approved as to form:

By: _____

Name: The Gila County Attorney's Office

Title: _____

Date: _____

Address:

5515 S Apache Ave, #200

Globe, AZ 85501

Email: mbuzan@gilacountyaz.gov

By: 

Name: Cynthia Zwick

Title: Executive Director

Date: Oct. 1, 2020

Address:

340 E Palm Lane, Suite 315

Phoenix, AZ 85004

Fax: 602-604-0644

Email: cswick@wildfireaz.org



**Amendment No. One (1) to the 2020-2021
Independent Contractor Agreement
Contract No. 07012020-21**

The Independent Contract Agreement dated July 1, 2020, between Arizona Community Action Association DBA Wildfire and **Gila County** (hereinafter "Contractor") to conduct application intake and eligibility determination for utility bill assistance, deposits and/or gas appliance repair/replace is hereby amended as follows:

Purpose of the Amendment:

1. To increase the Utility Repair Replacement Deposit (referred to as URRD) funds by the amount of **\$75,000.00**.

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources; Attachment 1:

Utility Repair Replacement Deposit (URRD): To increase the Direct Service amount to **\$78,555.00** and increase the Program Delivery amount to **\$7,855**. The new allocation for URRD will be **\$86,410.00** (Direct Service + Program Delivery).

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

CONTRACTOR:

Gila County

By: _____

Name: Woody Cline

Title: Chairman

Date: _____

Approved as to form

By: _____

Name: _____

Title: The Gila County Attorney's Office

Date: _____

Address:

5515 S Apache Ave, #200

Globe, AZ 85501

Email: mbuzan@gilacountyaz.gov

Arizona Community Action Association (dba
Wildfire), an Arizona nonprofit corporation

By: _____

Name: Cynthia Zwick

Title: Executive Director

Date: Oct. 1, 2020.

Address:

340 E Palm Lane, Suite 315

Phoenix, Arizona 85004

Fax No.: 602-604-0644

E-mail: czwick@wildfireaz.org



INDEPENDENT CONTRACTOR AGREEMENT
2020-21 Utility Assistance Programs
Contract No. 07012020-21

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County** (hereinafter "Contractor") and **Arizona Community Action Association DBA Wildfire**, an Arizona nonprofit corporation DBA Wildfire (hereinafter "Wildfire").

RECITALS:

A. Wildfire is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. Wildfire is receiving or expects to receive during the term of this Agreement funding from the fund sources in *Section 1* (the "Fund Sources") pursuant to Program Documents (as defined in *Section 4*).

C. Wildfire desires to subcontract with Contractor to obtain assistance with fulfilling Wildfire's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, Wildfire and Contractor hereby agree as follows:

1. Services and Programs.

1.1 **Services.** Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in *Section 1.2*: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in *Section 2*. Wildfire will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow Wildfire's instructions as to the result to be achieved. Contractor will receive Wildfire's instructions through an employee of Wildfire who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from a Wildfire employee designated to serve as a liaison between Wildfire and Contractor ("Monitor").

1.2 **Fund Sources.** For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the table on the following pages.

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information
APS Crisis Bill Assistance	\$19,950	\$3,990	\$23,940	Utility assistance for APS customers	Refer to Exhibit A: Arizona Public Service (APS) Crisis Bill Assistance Program Summary
Southwest Gas Energy Share – Bill Assistance	\$2,645	\$ 265	\$2,910	Utility assistance and deposits for SWG customers	Refer to Exhibit A: Southwest Gas Energy Share – Bill Assistance Program Summary. Up to 10% of funds can be for Repair/Replace.
Southwest Gas Low Income Energy Conservation (LIEC) Bill Assistance	\$5,380	N/A	\$5,380	Utility assistance and deposits for SWG customers	Refer to Exhibit A: Southwest Gas Low Income Energy Conservation Bill Assistance Program Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits.
Utility Repair Replacement Deposit (URRD)	\$10,373	\$1,037	\$11,410	Utility/Appliance Repair or Replacement and/or Utility Deposits	Refer to Exhibit A, Appendix A: URRD Refer to Exhibit A, Appendix C: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status URRD HVAC Waiver Pilot Program: 20% will be eligible for use = \$2,282 (DS = \$2,075, PD = \$207). Exhibit A: URRD HVAC Waiver Pilot Program Summary
Total Funding	\$38,348	\$5,292	\$43,640		

Contractor makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.

The table above, which highlights certain provisions of the Program Documents, is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 **Training.** Contractor will participate in any training provided by Wildfire on dates and times selected by Wildfire.

1.4 **Program Modification.** Wildfire and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. **Term and Termination.**

2.1 **Term.** Unless sooner terminated pursuant to *Section 2.2*, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on July 1, 2020 (the "Effective Date") and ending on June 30, 2021.

2.2 **Termination.** Either Wildfire or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to Wildfire, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 **Effect of Termination; Survival.** Upon termination, Contractor's obligation to perform further services for Wildfire shall terminate and Wildfire's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. **Funding; Expenses; Nature of Relationship.**

3.1 **Funding; Payments to Contractor.** Not later than the 15th day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the Wildfire Grants Management System (GMS) as required by *Section 4*. After the 15th day of each month, Wildfire will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. Wildfire will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and Wildfire's approval does not bind any Fund Source or constitute a guarantee by Wildfire of payment to Contractor.

3.2 **Request for Additional Funds.** Contractor may submit in writing a request for additional funds to Wildfire no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the Wildfire Board of Directors on the next available agenda for final review and approval.

3.3 **Reimbursement of Expenses.** Wildfire may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from Wildfire.

3.4 **Expenditures.** Wildfire reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. Wildfire will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 **Advance Payments.** Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the Wildfire Board of Directors. Contractor may request the Advance Request Form through Wildfire, if needed.

3.6 **Nature of Relationship.** As between Wildfire and Contractor, Wildfire shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between Wildfire and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint ventures, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that Wildfire may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 **Indemnification.** Contractor agrees to indemnify, defend and hold Wildfire and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. Wildfire agrees to indemnify, defend and hold Contractor and its directors,

officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of Wildfire or Wildfire's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. Wildfire makes no representation or warranty 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 contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

a) Commercial General Liability – Occurrence Form

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association (dba Wildfire) shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b) Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$ 1,000,000
- The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association DBA Wildfire shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

c) Worker's Compensation and Employers' Liability

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Wildfire.

3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. Wildfire makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish Wildfire with certificates of insurance (ACORD form or equivalent approved by Wildfire) 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 Wildfire before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Wildfire separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. Compliance with Terms of Funding.

4.1 **Contractor's Compliance with Terms of Funding.** Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Attachments and Exhibits hereto and any written policies and procedures that Wildfire may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require Wildfire to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with Wildfire in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.2 **Grants Management System Database (GMS).** Contractor will ensure that applications from all fund sources will be directly entered into the GMS Database, or transferred electronically, in accordance with the policies outlined in the Program Documents.

5. Confidential Information.

5.1 **Contractor's Obligation of Confidentiality.** Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of Wildfire, disclose Confidential Information to any person other than its legal counsel and other parties authorized by Wildfire in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this *Section 5* for the benefit of Wildfire. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance

with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by Wildfire. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by Wildfire to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to Wildfire or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. Audit and Inspection. Wildfire will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide Wildfire and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. Notices. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. Limitation of Liability. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. Wildfire's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to Wildfire or directly to Contractor) pursuant to the Program Documents. Wildfire intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to Wildfire, then Wildfire reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by Wildfire in its sole discretion.

9. Assignment; Subcontractors. Contractor may not assign Contractor's rights or obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without Wildfire's prior written

consent, which consent Wildfire will not unreasonably withhold. Wildfire's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum.** This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals, Attachments and Exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Counterparts; Email.** This Agreement may be executed in counterparts and delivered via email.

13. **Immigration Law Compliance.** As required by A.R.S. § 41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either Party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

14. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

15. **Exhibits.**

Exhibit A Home Energy Assistance Fund Policy Manual FY 2021

Exhibit B Federal Poverty Income Guidelines effective July 1, 2020 –
June 30, 2021

[Signature page follows]

INDEPENDENT CONTRACTOR AGREEMENT

20120-21 Utility Assistance Programs

Signature Page

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

CONTRACTOR

Gila County

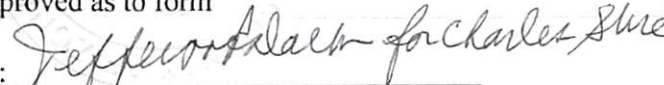
By: 

Name: Woody Cline

Title: Chairman

Date: 6/16/20

Approved as to form

By: 

Name: Jefferson R. Dalton for Charles Shire

Title: The Gila County Attorney's Office

Date: 6/16/20

Address:

5515 S Apache Ave, #200
Globe, AZ 85501

Email: mbuzan@gilacountyaz.gov

Arizona Community Action Association (dba
Wildfire), an Arizona nonprofit corporation

By: 

Name: Cynthia Zwick

Title: Executive Director

Date: MAY 22, 2020

Address:

340 E Palm Lane, Suite 315
Phoenix, Arizona 85004

Fax: 602-604-0644

E-mail: czwick@wildfireaz.org

ARF-6459

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 02/16/2021

Submitted For: Adam Shepherd, Sheriff

Submitted By: Debra Williams, 911 Coordinator

Department: Sheriff's Office

Information

Request/Subject

Arizona 9-1-1 Program Grant Application for FY2022

Background Information

Annually the State of Arizona offers an opportunity for 9-1-1 System Administrators to apply for funding to support the PSAPs (Public Safety Answering Points) in their 9-1-1 network. In Gila County, this grant supports the Payson Police Department and the Sheriff's Office. This year's Notification of Funding Availability (NOFA) was provided on January 28, 2021, opening the grant application period, and closing on March 5, 2021.

The NOFA outlines the requirements that must be met by each PSAP and the 9-1-1 network. These items will be gathered and verified by the Sheriff's 9-1-1 System Coordinator prior to the grant application submission. The requirements include a separate budget for each PSAP, monthly call statistics, system equipment definitions, and a new, updated or existing 9-1-1 Service Plan.

Evaluation

The State of Arizona is currently reviewing bids for statewide 9-1-1 ESInet (Emergency Services Internet Protocol Network) providers, in an effort to ensure that industry technological and engineering standards are consistent from all vendors, and to assist in facilitating competitive pricing for contracted managed services. Additionally, the Arizona 9-1-1 Program is working to implement initiatives outlined in the Arizona GIS Strategic Plan that will help ensure that NENA NG9-1-1 location and addressing standards are utilized uniformly across the networks. For these reasons, 9-1-1 Administrators are being asked to "keep requests to essential needs." No additional equipment or special projects will be included in this year's application.

Conclusion

Essential needs for the Gila 9-1-1 Network are:

Wireline Access to 9-1-1 - GilaCSO

NG9-1-1 Managed Services for GilaCSO and PaysonPD.

Text to 9-1-1 Managed Services for both PSAPs are covered under a separate grant.

This grant application totals \$192,654. The amounts are detailed in the attached Gila9-1-1NetworkBudgetRequest.pdf.

Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors authorize submission of the Arizona 9-1-1 Program Grant Application for FY2022 in the amount of \$192,654 by the grant closing date of March 5, 2021.

Suggested Motion

Information/Action/Discussion to authorize submission of the Arizona 9-1-1 Program Grant Application for FY2022 in the amount of \$192,654 by the grant closing date of March 5, 2021. **(Debra Williams)**

Attachments

FY2022 Az911 Grant NOFA

FY2022 Gila 9-1-1 Network Budget Draft

Arizona Department of Administration Arizona 9-1-1 Program

Arizona 9-1-1 Grant Program-FY2022 Notice of Funding Availability

Updated 1/19/2021

Eligibility

Arizona 9-1-1 System Administrators on behalf of
Arizona 9-1-1 Public Safety Answering Points (PSAPs) in their system
Eligible PSAPs not currently funded will be considered once criteria is met and
submitted to the Arizona 9-1-1 Program

Open Date:

Applications may be started in eCivis on January 28th, 2021

Deadline:

All applications are due by 15:00. on Friday March 5th, 2021

For Assistance:

If you have questions about this grant solicitation or are having difficulties with eCivis,
please contact:

Travis Jensen, Program Manager
travis.jensen@azdoa.gov

Mike Gurr, Finance Manager
mike.gurr@azdoa.gov

Introduction

The Arizona Strategic Enterprise Technology (ASET) Office, Arizona 9-1-1 Program, is publishing this notice to announce the availability of funds for the Arizona 9-1-1 Program to be distributed during FY 2022. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

Arizona supports the use of these funds for:

- Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
- Facilitate the migration of the State's PSAPs to the next generation of 9-1-1 capability
- Migration to an Emergency Services IP-enabled network
- Establishment of IP-backbone networks, connectivity, and application layer software infrastructure needed to interconnect the multitude of emergency response organizations statewide
- Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.

The National Emergency Number Association (NENA) defines NG9-1-1 as:

"An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations."

Eligibility

Eligible applicants are Arizona 9-1-1 System Administrators, as identified in their approved Arizona 9-1-1 service plan. System Administrators must apply for funds on behalf of all PSAPs within their 9-1-1 System.

- For a PSAP to be eligible for funding through the System Administrator, it must meet the following criteria:
 1. Monitor the 9-1-1 service system level of service to ensure that the standards in R2-1-407 are met. Once each fiscal year the PSAP manager shall obtain a report regarding the 9-1-1 level of service from the telephone company servicing the telephone exchange area. If the report provided by the

- telephone company indicates that the required service level is not being met, the PSAP manager shall:
- a. Request the telephone company to prepare plans, specifications, and cost estimates to raise the level of service to that required in R2-1-407.
 - b. Notify the Assistant Director under R2-1-406 if, based on information provided by the telephone company, modifications to the system are necessary.
2. Provide service to all callers within its service area 24 hours each day, 7 days a week. To qualify as a primary or secondary PSAP, the PSAP must receive a minimum of three hundred (300) 9-1-1 emergency calls per month.
 - i. If a PSAP does not receive a minimum of three hundred (300) 9-1-1 emergency calls per month, the System Administrator must submit a letter of justification explaining why the PSAP should qualify for funding.
 3. Refer all calls entering the 9-1-1 service system that do not require a public or private safety response unit be dispatched to a non-9-1-1 telephone number.
 4. Designate a telephone number other than 9-1-1 as a backup number in case the 9-1-1 service system fails. The designated alternate telephone number shall be published in the public telephone directory by the local public safety agency.
 5. Develop and maintain a system for recording 9-1-1 calls received by the PSAP. The records shall be retained for at least 31 days from the date of the call and shall include the following information:
 - a. Date and time the call is received.
 - b. Nature of the problem, and
 - c. Action taken by the dispatcher

PSAPs that have not previously received funding under the Arizona 9-1-1 Program are encouraged to apply to this grant opportunity through their 9-1-1 System Administrator (System Administrator). As part of the application process, System Administrators must upload their current or updated approved service plan per Arizona 9-1-1 Program rules.

If an unfunded PSAP would like to receive funding they must either:

- Work with the System Administrator for inclusion in the existing system's service plan
- OR

- Become a designated 9-1-1 System by sending a service plan for approval to the Arizona 9-1-1 Program at: az911@azdoa.gov

Service plan requirements for new and existing PSAPs can be found at:
<https://grants.az.gov/sites/default/files/media/911AdminRules.pdf>.

Funding Available

Funding will be available for multiple grants and allocated to each System Administrator Agency to pay, on behalf of the PSAPs, 9-1-1 system costs and approved projects that support the goals of the Arizona 9-1-1 Program.

Keep your requests to essential needs as we are working through the statewide RFP for the ESInet and CHE.

**Note that this total estimated amount of grand funds will also cover expenditures under the statewide Requests for Proposals (RFPs) for ESInet and CHE, so the net amount of funds available to PSAPs will be significantly less than \$17,500,000.*

All projects funded under this program will be for twelve (12) consecutive months starting July 1, 2021 and ending June 30, 2022. Funds unexpended by the end of the contract period without an approved written extension must be returned to the State 9-1-1 Program.

Funding Priorities and Allowable Costs

In accordance with the [ARS § 41-704](#):

- Necessary or appropriate equipment or service for implementing and operating emergency telecommunication services through political subdivisions of this state. Priority shall be given to establishing emergency telecommunication services in those areas of the state that are without emergency telecommunication services.
- Monthly recurring costs of emergency telecommunication services, including expenditures for capital, maintenance and operation purposes.
- A wireless carrier's costs associated with the provision, development, design, construction and maintenance of the wireless emergency telecommunication services in an amount that the wireless carrier has not recovered through the deduction mechanism specified in federal law.

Administrative Cost:

- Per [ARS § 41-704](#), section B, subsection 2, allows five percent of the annual revenue in the fund to be used for necessary or appropriate costs or consultant fees.
 - Arizona 9-1-1 Program will utilize two-thirds of the five percent (3.33%)

- System administrators may use up to one-third of the remaining five percent (1.67%) for local network management of contracts with public safety answering points for emergency telecommunication services.

System Administrators may choose to utilize up to 1.67% of their overall award for administrative cost; however, this is not required and may be used for PSAP or System programmatic cost.

- Eligible costs may include necessary costs associated with System Administrator function.

MSAG updates/GIS projects

- The databases within the NG9-1-1 environment are primarily GIS databases that provide critical functionality including call routing, location validation and, as it does today, 9-1-1 call mapping. In NG9-1-1, GIS data takes the lead role in emergency call handling, beginning with the routing of calls to the appropriate 9-1-1 PSAPs. PSAPs must be able to operate seamlessly across authority and even state and national boundaries. This NG capability requires additional and standardized data sets. MSAG updates and GIS projects that work toward NG9-1-1 requirements are eligible for funding.

Restrictions on Use of Funds

Grant funds may not be used for the following activities:

1. Costs associated with PSAP relocation, move, or remodel
2. Back-up sites
3. Termination charges as a result of closure or consolidation of a PSAP
4. Late payment fees
5. Equipment replacement due to force majeure or negligence on the behalf of the PSAP

Application and Submission Information (what an application should include)

1. Scope of Work:

The scope of work must respond to the solicitation. The following sections should be included as part of the scope of work:

- How PSAPs in a 9-1-1 System are currently operating, as well as any plans to enhance services, including migrations to a NG9-1-1 network.
- For each individual PSAP:
 - Number of 9-1-1 emergency calls monthly
 - Utilize statistics produced from the 9-1-1 equipment MIS program
 - Number of administrative calls supported by PSAP personnel for each PSAP
 - Utilize statistics produced from the 9-1-1 equipment MIS program
 - PSAP authorized staffing level to include positions staffed and vacant at the time of application
- Specific projects PSAPs or 9-1-1 Systems would like to implement

2. Project Timeline:

Detail each project objective, activity, expected completion date, and responsible person or organization.

- Specify for each project in the application request

3. Collaborative Elements and Partners:

Applicants should provide detail regarding their collaboration efforts with the PSAPs within their community, local units of government, and applicable public or private partnerships and all 9-1-1 stakeholders.

4. Sustainability Plan:

Applicants should identify future potential funding sources to ensure the projects and programs will be sustainable and ongoing beyond the funding availability. If an applicant is requesting funding for new projects, they must identify how the project will be sustained.

5. Evaluation Plan:

Applicants must identify how the program will be evaluated to determine if the program is meeting its stated goals.

6. Project Goals and Objectives:

Applicants must detail the goals of utilizing 9-1-1 Program funds to carry out specific projects detailed in their grant application.

7. Budget Module and Narrative:

The budget module should include all PSAP requests within the 9-1-1 System. The budget module should provide the detailed computation for each budget line item, listing the total cost of each, and show how it was calculated. The budget must list itemized cost by category. Refer to the eCivis Application Help Guide to complete the budget request in the application.

The following categories are eligible for funding:

- a) Wireline
- b) Wireless
- c) NG9-1-1 expenses
- d) 1.67% of the overall award may be utilized by the System Administrators for local 9-1-1 network management costs.

Below are examples of where 9-1-1 budget requests would fit in the standard budget categories that are in the eCivis application.

1. Personnel:

- Costs associated with administrative oversight of managing local contracts (1.67%)
- Costs associated with MSAG/GIS coordinator, if it is an employee of the System Administrator's agency

2. Fringe Benefits:

- Employee related expenses associated with administrative oversight of managing local contracts and/or MSAG/GIS coordinator (1.67%)

3. Travel:

- Travel requests for training, conferences, etc. related to System Administrator and/or MSAG/GIS coordinator functions

4. Equipment:

- Logging recorders
- Software and/or hardware support
- Servers
- PSAP Positions
- 9-1-1 customer premise equipment- upgrades and replacement

5. Supplies:

- Costs associated with supplies related to System Administrator functions

- 6. Contractual:** Any vendor contracts the PSAP or System Administrator needs to provide 9-1-1 service, including necessary and appropriate consulting services or reoccurring monthly bills
- Wireline
 - o Network
 - EM Trunks
 - Long distance
 - EM/ES Trunks
 - CPE Maintenance
 - Wireless
 - o Wireless Cost Recovery
 - o ALI Data Extract
 - NG911
 - o Managed Services
 - o Expenses related to the procurement of ESInet or NG9-1-1 core services
 - GIS
 - o GIS Project - hiring of GIS company to complete a GIS project for PSAP or System
 - o Costs associated with MSAG/GIS coordinator, if it is an outside vendor
- 7. Construction: not allowable**
- 8. Other Costs:**
- Training or education assistance related to System Administrator and/or MSAG/GIS coordinator functions.

Budget Narrative:

The budget narrative should thoroughly and clearly describe every category of expense listed in the budget request. The narrative must provide sufficient explanation of each budget category requested in order to establish the need for the funds in each category and the basis for the figures. Provide appropriate documentation, including quotes from service providers or contractors, where applicable. This may be done on a separate document and uploaded with the application or utilize the budget justification text box.

Special Requirements

There are three program specific criteria in the application. Applicants should upload the corresponding required documents:

1. Program Specific Criteria #1: New or updated Service Plan
 - a. If updates are needed, please submit as appropriate. If updates are currently in process, a letter by the System Administrator may be submitted stating that updates are in process and a tentative date of when the updates will be complete.

- i. New service plan templates and checklist can be found at:
<https://az911.gov/9-1-1-system-administrators/service-plan>
- b. If no changes are necessary, a letter stating such must be provided.

2. **Program Specific Criteria #2:** If current MOUs need to be renewed for FY22, submission of the renewed MOUs will be required prior to July 1, 2021 or before funding can be released. Otherwise, a letter certifying that MOUs are current will need to be submitted.

How to Submit Applications

All applications must be submitted through eCivis. Paper applications will not be accepted. User guides may be accessed at the link below:

<https://az911.gov/arizona-9-1-1-fy2022>

System Administrators must submit the application on behalf of PSAPs within their 9-1-1 System as identified by the service plan. Individual PSAP applications will not be accepted.

Applications must be submitted by **March 5, 2021 at 15:00**. Late application submissions will not be considered for funding.

Reporting Requirements

Report Type	Due Date
Programmatic Reports	
Annual 9-1-1 Call Statistics	March 15 th
GIS Accuracy Report	June 15 th
GIS Data	Twice a year upon request
Traffic Busy Study Report	April 25 th
Annual Narrative	August 28 th
Financial Reports	
Monthly request for reimbursement	Monthly on the 25 th

Financial Reports:

The 9-1-1 System Administrator will submit all invoices and requests for reimbursement for PSAPs within their system to the 9-1-1 Program, through a monthly finance report in eCivis. Invoices must be from approved categories only and show date of service, expenses incurred, and line item detail.

Finance reports will be due on the 25th of every month. The 9-1-1 Program will review, approve, and process reimbursements/payments to the System Administrator within 10 days.

Programmatic Reports as part of Grant Award:

1. Annual 9-1-1 Call Statistics:

The Annual 9-1-1 Call Statistic report is needed for each PSAP and should contain the following parameters:

- Report is based on the previous calendar year (i.e. January 1, 2020 – December 31, 2020)
- Report contains only incoming 9-1-1 calls. Do not include transfers
- Report includes wireline and wireless statistics reported separately for each month and cumulative for the calendar year
- The report must originate from the 9-1-1 Management Information System (MIS). CAD reports and independent calculations cannot be accepted

2. GIS Accuracy Report:

Information on the GIS Accuracy Report and the reporting guidelines can be found within Chapter 2 and Chapter 4 of the [Arizona NG9-1-1 GIS Guidelines and Best Practices](#) document. A reporting template is available upon request.

3. GIS Data:

9-1-1 System must share GIS data, at minimum, two (2) times per fiscal year, with the Arizona 9-1-1 Program in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to [A.R.S. § 37-178](#).

- The following data layers will be shared although additional data layers may be requested dependent on the statewide initiative.
 - Road Network
 - Address Points
 - Emergency Service Zone and/or Emergency Service Boundaries to include PSAP, Law, Fire, and EMS
 - Community Boundary

4. Traffic Busy Study Report:

Arizona Administrative Code [R2-1-407](#) requires that a 9-1-1 service system “be designed and operated to provide service that enables no more than 1 call out of

100 incoming calls to receive a busy signal on the first dialing attempt during the busy hour of an average week during the busy month.” A Traffic Busy Study is provided by the Arizona 9-1-1 System Service Provider for each PSAP.

5. Annual Narrative:

An annual narrative template will be provided to System Administrators to report on activity and accomplishments throughout the fiscal year.

Award Process:

The 911 office will prepare 9-1-1 System awards which will be announced April 19, 2021.

Funds will be disbursed to Systems after an approved financial reimbursement request and in accordance with the final approved award for the grant period of July 1, 2021 through June 30, 2022.

Category	Title	Description	Units	Cost	Extended	Direct	Indirect	Cost	Share
Contractual									
	Wireline Access	AZTelco-TDS 911 Access Tonto Basin	1	\$5,192.00	\$5,192.00	\$5,192.00	\$0.00	\$0.00	Direct Cost
	Wireline Access	CenturyLink - 911 Access Miami	1	\$423.00	\$423.00	\$423.00	\$0.00	\$0.00	Direct Cost
	NG911 ESInet Managed Services	CenturyLink - GilaCSO	1	\$79,500.00	\$79,500.00	\$79,500.00	\$0.00	\$0.00	Direct Cost
	NG911 ESInet Managed Services	CenturyLink - Payson PD	1	\$105,300.00	\$105,300.00	\$105,300.00	\$0.00	\$0.00	Direct Cost
Contractual Total			11	\$190,415.00	\$190,415.00	\$190,415.00	\$0.00	\$0.00	
Other 9-1-1 Administration									
	9-1-1 Coordination	Training, Memberships & Subscriptions	1	\$2189.00	\$2189.00	\$2189.00	\$0.00	\$0.00	Direct Cost
	APCO Project RETAINS	Payson PD	1	\$50.00	\$50.00	\$50.00	\$0.00	\$0.00	Direct Cost
Other Total			2	\$2,239.00	\$2,239.00	\$2,239.00	\$0.00	\$0.00	
GRAND TOTAL			13	\$ 192,654.00	\$ 192,654.00	\$ 192,654.00	\$ -	\$ -	

Budget Report, Created by Debra Williams, dwilliams@gilacountyaz.gov, 02/01/2021

ARF-6458

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 02/16/2021

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2021 & 2022

Budgeted?: Yes

Contract Dates 02-16-21 to 02-15-22

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Contract Award in Response to Request for Proposals No. 110520-*CRS-2P & MC-800 Chip Seal Oils*

Background Information

On December 1, 2020, Public Works went to the Board for permission to advertise for two types of chip seal oils. The bid was advertised in the Payson Roundup on December 8 and 15, 2020, the Gila County website and the Dodge Data & Analytics website. The bids were due and were opened on January 20, 2021. Two bids were received.

Evaluation

Sealed bids were accepted at the Gila County Finance Department through 3:00 P.M., MSR, on January 20, 2021. The Finance Department received competitive bids from two vendors in response to the Request for Proposals No. 110520.

A comparison of the bids yielded the best price for Gila County for the chip seal projects for the next few years. Public Works Department anticipation is to use up to 450 Tons of CRS-2P or up to 350 Tons of MC-800 chip seal oil per contract year. Factors such as road surface and location will determine the type of oil used. Oil prices may fluctuate and there is a provision in the contract for price adjustments in Section 3.0 for compensation adjustment by increase or decrease based on the dollar amount change.

Conclusion

Public Works Department has used cooperative contracts and bid pricing to purchase road oil products for maintenance projects. A search is made for the best price to do the job and make the transportation dollars stretch as far as possible when planning maintenance projects.

Recommendation

Public Works Department Director recommends that the Board of Supervisors award a contract to Hawker & Evans Asphalt Company, Inc. for CRS-2P and MC-800 Chip Seal Oils as outlined in the Request for Proposals No. 110520; with possible renewals for four years.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Request for Proposals No. 110520-*CRS-2P and MC-800 Chip Seal Oils*; award to the lowest, most responsible, and qualified bidder; and authorize the Chairman's signature on the award contract. **(Steve Sanders)**

Attachments

Request for Proposals No. 110520 with Award Contract

As Read Bid Results

Cactus Asphalt-Sealed Bid

GILA COUNTY
REQUEST FOR PROPOSALS (RFP) NO. 110520
CRS-2P & MC-800 CHIP SEAL OILS

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Tim Humphrey, Chairman
Steve Christensen, Vice Chairman
Tim Humphrey, Member

COUNTY MANAGER
James Menlove



GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 110520
CRS-2P & MC-800 CHIP SEAL OILS

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to provide CRS-2P & MC-800 Chip Seal Oils.

SUBMITTAL DUE DATE: 3:00 PM, MST, January 20, 2021

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

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

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

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 110520 package and shall include all applicable taxes.

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link:

http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

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

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: **December 8, 2020 and, December 15, 2020**

Signed: 
Woody Cline, Chairman of the Board

Date: 12 / 1 / 20

Signed: 
The Gila County Attorney's Office

Date: 12 / 1 / 2020

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INTENT

REQUEST FOR PROPOSAL FOR: CRS-2P & MC-800 Chip Seal Oils

INTENT:

It is the intent of this Request for Proposals to establish a contract for a supplier to furnish CRS-2P and MC-800 Chip Seal Oil as specified to the Consolidated Roads Department at various locations of the *Copper and Timber Regions of Gila County*.

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

SCOPE OF WORK:

It is the intent of Gila County to award a contract to a qualified Contractor for the CRS-2P & MC-800 Chip Seal Oils.

All specifications, and terms and conditions, under the Contract includes furnishing at least, but not limited to, minimum specification of product specifications (see attached: Exhibit "C"), as specified on the Price Sheet pages for total price proposed. Suppliers who agree to provide the minimum Proposal Specification for this product shall be considered for award.

See page 20 of Bid Packet for Price Proposal.

INFORMATION REQUESTS

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

INSTRUCTIONS TO BIDDERS

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

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained, to establish a contract for specified locations within Gila County. The county seeks sealed proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this request for sealed proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its proposal and qualification form each Contractor shall familiarize itself with the scope of work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the proposal and qualifications forms provided in this request for proposal package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of bid and made a part of this contract. The county will use the proposal and qualifications form in evaluating the capacity of Contractor(s) to perform the scope of services as set forth in the Contract. Failure of any Contractor to complete and submit the price sheet and signature and offer page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the request for proposal shall be listed on the proposal.
- F. No alterations in proposals, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the county may require the Contractor to identify any alteration so initialed.

Instructions to Bidders continued...

Addendum

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

1. Completion of the bidder checklist & addenda acknowledgment form, page 30.
2. Copies of all addenda must be attached to the submittal.

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

Inquiries

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a request for proposals should refer to the appropriate request for proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. Questions received after 3:00 P.M., Wednesday, January 13, 2021 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

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

Submittal Proposal Format:

It is required that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the proposal and all forms shall be submitted. The county will not be liable for any cost incident to the preparation of proposal, materials, reproductions, presentations, copy-right Infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Spiral bound proposals** are not permitted. Failure to include all required documents, **all with original signatures**, may invalidate the bid.

Instructions to Bidders continued...

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, county, city, town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of proposals.
3. The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "CRS-2P & MC-800 CHIP SEAL OILS", Proposal No., "110520", Date "January 20, 2021", and time "3:00 PM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the RFP, the county reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all proposals; or portions thereof; or
 3. Reissue a request for proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature or providing similar services.
4. All submitted forms provided in this request for proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose proposals are most advantageous to the county may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

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

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting proposals to this solicitation requiring sealed proposals, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 20 through 31.

Overcharges by Antitrust Violations

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

Authority to Contract

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

Contract Amendments

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

Contract Default

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said active purchasing agreements to extend to those parties the right to purchase supplies, equipment, and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

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

Termination of Contract

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

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

- 1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
- 2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.

3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

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

If funds are not allocated by the county and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the county at the end of the period for which funds are available. The county shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the county in the event this provision is exercised, and the county shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

General

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

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

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

The insurance requirements herein are minimum requirements for this contract and do not limit the indemnity covenants contained in this contract. The county does not warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as may be determined necessary.

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The county does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of Gila County to establish, by this Invitation for Proposal, the contract to purchase CRS-2P and MC-800 Chip Seal Oil.

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

SECTION 1.0

General Purpose

- 1.1 All product specifications are minimum. Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.
- 1.2 Supplier should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Supplier shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 **One (1) original and two (2) copies with original signatures of all submissions.**
 - 1.5.2 Qualification and Certification Forms
 - 1.5.3 References
 - 1.5.4 Pricing pages
 - 1.5.5 No Collusion in Bidding
 - 1.5.6 Intentions for Subcontracting
 - 1.5.7 Certification Regarding Debarment
 - 1.5.8 Israel Boycott Certification
 - 1.5.9 Legal AZ Works Act Compliance
 - 1.5.10 Checklist & Addenda Acknowledgment
 - 1.5.11 Offer Page

SECTION 2.0

Proposal Pricing

- 2.1 The Supplier shall submit the Proposal in the form of a firm unit price for each product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 3.0*. Supplier shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of forty-eight (48) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
- 2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Invitation for Proposals. Pricing offered should be noted on the price sheet in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

SECTION 3.0

Price Adjustments

- 3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.
 - 3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
 - 3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (<https://azdot.gov/business/contracts-and-specifications/price-adjustment-bituminous-material-and-diesel-fuel>).
- 3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.
 - 3.2.1 Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).

Minimum Specifications continued...

- 3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- 3.2.3 Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.
- 3.3 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.
- 3.4 The Supplier shall provide the RACK price to the County upon request.

SECTION 4.0

Ordering & Delivery

ORDERING

- 4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.
- 4.1.2 Material Vendor shall be given a 72-hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.
- 4.1.3 SAMPLES: Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.
- 4.1.4 TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

- 4.2 **DELIVERY:** Delivery Sites, delivered price per ton in place for material delivery and return will be stated by the Supplier by region on the pricing pages of this Request for Proposals. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.
- 4.2.1 Supplier may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.
- 4.2.2 Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2P and MC-800 Chip Seal Oil product are placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt products at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.
- 4.2.3 Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.
- 4.3 **PRICING:** Prices shall be for both F.O.B. at plant and delivered in place with boot truck. Material Vendor – Supplier shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier. The County will assist the Supplier in arranging for inspection.
- 4.4 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Vendor or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets as the source or at the selected delivery location.

Supplier shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

- 4.4.1 **Cancellation:** Gila County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the successful bidder or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Supplier shall deliver the specified materials at proper temperatures to the County at a new time at no additional charges.

SECTION 5.0

Product Minimum Specifications

Requirements are as follows:

CRS-2P PRODUCT SPECIFICATIONS			
Test Description	Method (AASHTO)	Required Minimum	Required Maximum
<u>Tests on Emulsion</u>			
Viscosity, Saybolt Furol @ 122°F, sec.	T-72	150	400
Sieve test, %	T59	-	0.1
Demulsibility, 35ml of 0.8% sodium dioctyl sulfosuccinate, %	T59	70	-
Storage Stability 1 day, %	T-59		1
Particle Charge test	T-59	Positive	Positive
Distillation test: Residue by distillation, % by weight		65	-
Distillation test: Oil distillate, % by volume of emulsion		-	0.5

MC-800 PRODUCT SPECIFICATIONS			
Test Requirement Description		Required Minimum	Required Maximum
Kinematic Viscosity at 60 °C (140°F) centistokes		800	1600
Flash point (Tab. Open-cup, degrees C°(F)		66 (15)	-
Distillation test: Distillate Percentage by volume of total distillate to 360°C (680°F)			
To 225°C (437°F)		-	-
To 260°C (500°F)		0	35
To 315°C (600°F)		45	80
Residue from distillation to 360°C (680°F) Volume percentage of sample by difference		75	-
Water percent		-	0.2
Tests on residue from distillation: Absolute viscosity at 60°C (140°F) poises		300	1200
Tests on residue from distillation: Ductility, 5 cm/min, cm.		100	-
Tests on residue from distillation: Solubility in Trichlorethylene, percent		99	-

MC-800 liquid asphalt shall meet the requirements of section 712 of the Maricopa Association of Governments Uniform Standard Specification for Public Works Construction, latest edition revision.

PRICE SHEET

Provide the total price proposed on these forms. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to these proposal-pricing pages.

All suppliers should understand that the usage quantity listed is a "best estimate" and may vary greatly in actuality.

Estimated Maximum Annual Quantity: 450 Tons

CRS-2P CHIP SEAL OIL		
Supply Destination	Delivered Per Ton in Place with Boot Truck	FOB Plant Per Ton without Boot Truck
<u>Copper Region</u> South of Roosevelt Lake Bridge		
Price Per Ton	\$ <u>508.00</u>	\$ <u>458.11</u>
<u>Timber Region</u> North of Roosevelt Lake Bridge		
Price Per Ton	\$ <u>505.00</u>	\$ <u>458.11</u>

Estimated Maximum Annual Quantity: 350 Tons

MC-800 CHIP SEAL OIL		
Supply Destination	Delivered Per Ton in Place with Boot Truck	FOB Plant Per Ton without Boot Truck
<u>Copper Region</u> South of Roosevelt Lake Bridge		
Price Per Ton	\$ <u>833.00</u>	\$ <u>758.10</u>
<u>Timber Region</u> North of Roosevelt Lake Bridge		
Price Per Ton	\$ <u>830.00</u>	\$ <u>758.10</u>

Price to Include All Applicable Taxes, Freight, and Required Fees.

No Tax shall be levied against Labor.

Supplier Name: HAWKER & EVANS ASPHALT CO., INC. Phone No.: (480) 619-1100

- Additional charge per hour after three (3) hours of spread time if County is responsible for delay:

\$ 200.00 per hour.

- Transport Truck Rental after two (2) hours pumping time \$ 105.00 per hour.

- Minimum NO MINIMUM Ton for pick up FOB plant

- Amount \$ 1,000.00 each occurrence for product returned and disposed.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 110520 CRS-2P & MC-800 CHIP SEAL OILS

The applicant submitting this proposal warrants the following:

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

HAWKER & EVANS ASPHALT CO., INC
308 S LEBARON, MESA, AZ 85210
(480) 619-1100

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
5. Contractor must also provide at least the following information:
- a. A brief history of the Contractor.
 - b. A cost proposal shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. Gila County reserves the right to request additional information.

6. Contractor Experience Modifier (e-mod) Rating in Arizona: 2.22
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business Arizona License Number: 20164189
(If Applicable)

Keith Ryan
Signature of Authorized Representative

KEITH RYAN
Printed Name

PRESIDENT
Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts, entered into or completed, of similar size and scope, as this request for proposals during the past twenty-four (24) months. Bidder may attach further reference information as necessary.

1. Company: GILA COUNTY
Contact: BRENT CLINE
Phone: 928-812-5870
Address: GILA COUNTY, AZ
Job Description: CHIP SEAL FOR GILA COUNTY IN PINE AZ AREA 2020.

2. Company: GRAHAM COUNTY
Contact: DANIEL HORNER
Phone: 928-965-3309
Address: GRAHAM COUNTY, AZ
Job Description: CHIP SEAL FOR GRAHAM COUNTY 2020, and multiple years.

3. Company: NAVAJO COUNTY
Contact: JAMES DESPAIN
Phone: 928-205-3499
Address: NAVAJO COUNTY, AZ
Job Description: CHIP SEAL & FOG FOR NAVAJO COUNTY, MULTIPLE YEARS.

HAMILCO & EVANS ASPHALT CO., INC
Name of Business
[Signature]
Signature of Authorized Representative
PRESIDENT
Title

**AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

_____ KETH RYAN _____
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is _____ PRESIDENT _____
(Title)

Of _____ HAWKER & EVANS ASPHALT CO., INC _____ and
(Name of Business)

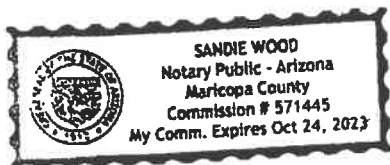
That he or she is submitting a proposal on CRS-2P & MC-800 CHIP SEAL OILS, RFP NO. 110520 and,

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

That neither he or she nor anyone associated with the said _____
_____ HAWKER & EVANS ASPHALT CO., INC _____
(Name of Business)

has, directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free-competitive bidding in connection with the above-mentioned service.

_____ HAWKER & EVANS ASPHALT CO., INC _____
Name of Business



By _____ Keth Ryan _____
Title _____ PRESIDENT _____

Subscribed and sworn to before me this 19TH day of January, 2021.
_____ Sandie Wood _____ My Commission expires: 10/24/23
Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, at the County of [illegible] State of [illegible], this [illegible] day of [illegible], 2003.

[illegible]
[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

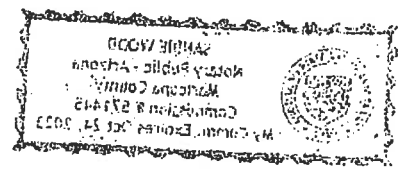
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[illegible]

[illegible]



[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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

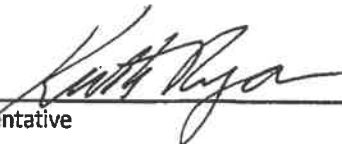
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

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

KEITH RYAN, PRESIDENT

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

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

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on Bid No. 110520 CRS-2P & MC-800 CHIP SEAL OILS, my intention concerning subcontracting a portion of the work is as indicated below.

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

☐ YES, it is my intention to subcontract a portion of the work.

☒ NO, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative

Printed Name

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the state and federal immigration laws.

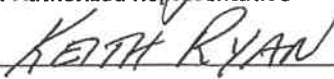
County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.


Any breach of Contractor's or any subcontractor's warranty of compliance with the state and federal immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of county's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that county may inspect the subcontractor's books and records to insure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

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



Signature of Authorized Representative


Printed Name


Title

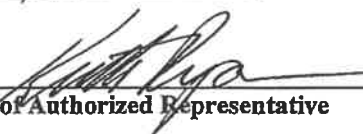
ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date:

1/19/21

Signature of Authorized Representative



Printed Name

KEITH RYAN

Title

PRESIDENT

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

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
ISRAEL BOYCOT CERTIFICATION
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

KR
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ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>KR</u>	_____	_____	_____	_____
Date	<u>12/7/20</u>	_____	_____	_____	_____

Signed and dated this 19 day of JANUARY, 2021

HANKER & EVANS ASPHALT CO., INC.
Contractor:

By: [Signature]

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 110520 CRS-2P & MC-800 CHIP SEAL OILS. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, January 20, 2021, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 110520 CRS-2P & MC-800 CHIP SEAL OILS

Contractor Submitting Proposal:

For clarification of this offer, contact:

HRAIKER & EVANS ASPHALT CO., INC
Company Name

Name: KEITH RYAN

308 S LEBARON
Address

Phone No.: Office (480) 619-4100 Cell 602-418-2

MESA AZ 85210
City State Zip

Fax (480) 619-4104

Email: Keith.ryan@qualityemulsions.com


Signature of Authorized Person to Sign

KEITH RYAN
Printed Name

PRESIDENT
Title

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

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 110520, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as Contract No. 110520. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, _____.

GILA COUNTY BOARD OF SUPERVISORS:

CONTRACTOR:

Chairman, Board of Supervisors


Authorized Signature

ATTEST:


Print Name

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office



GILA COUNTY
CRS-2P & MC-800 CHIP SEAL OILS
INFORMAL BID REQUEST NO. 110520

ADDENDUM #1:

DATE: 12/07/20

CLARIFICATIONS:

1. **Question:** Do you anticipate extending the bid due date?
Answer: No, bid due date will remain January 20, 2021.
2. **Question:** What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?
Answer: Nothing that isn't stated.
3. **Question:** Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?
Answer: No.
4. **Question:** Other than your own website, where was this bid posted?
Answer: The bid was posted in the Payson Roundup Newspaper and on the GilaCountyAz.gov website.

Keith Ryan
1/12/21

HAWKER & EVANS ASPHALT CO., INC.
308 S LEBARON
MESA, ARIZONA 85210

(480) 619-4100

ROC#301379

January 19, 2021

Gila County Board of Supervisors

Re: Authorization to Sign Bid Proposal, Other Documents, and Contract relating to Gila County RFP# 110520

Board Members:

Keith Ryan is President of Hawker & Evans Asphalt Co., Inc. (Hawker & Evans), and is authorized to sign all documentation for the referenced Bid and Work associated with the enclosed proposal.

Hawker & Evans is a wholly owned subsidiary of Quality Emulsions, Ilc of Mesa, AZ.

Respectfully,

A handwritten signature in black ink, appearing to read "Keith Ryan", with a long horizontal flourish extending to the right.

Keith Ryan
Manager Member of Quality Emulsions, Ilc, and
President of Hawker & Evans Asphalt Co., Inc.

HAWKER & EVANS ASPHALT CO., INC.
308 S LEBARON
MESA, ARIZONA 85210

(480) 619-4100 ROC#301379

January 19, 2021

Gila County Board of Supervisors

Re: Bid Proposal Price Breakdown relating to Gila County RFP# 110520

Board Members:

This is our Bid Price Breakdown for our Proposal, Delivered Per Ton in Place with Boot Truck:

CRS-2P

To Supply Destination, Copper Region:

PRODUCT	\$423.00
FREIGHT	\$ 32.00
BOOT TRUCK	\$ 53.00

COMBINED TOTAL (PRICE PER TON)	\$508.00
--------------------------------	----------

To Supply Destination, Timber Region:

PRODUCT	\$423.00
FREIGHT	\$ 30.00
BOOT TRUCK	\$ 52.00

COMBINED TOTAL (PRICE PER TON)	\$505.00
--------------------------------	----------

MC-800

To Supply Destination, Copper Region:

PRODUCT	\$748.00
FREIGHT	\$ 32.00
BOOT TRUCK	\$ 53.00

COMBINED TOTAL (PRICE PER TON)	\$833.00
--------------------------------	----------

To Supply Destination, Timber Region:

PRODUCT	\$748.00
FREIGHT	\$ 30.00
BOOT TRUCK	\$ 52.00

COMBINED TOTAL (PRICE PER TON)	\$830.00
--------------------------------	----------



Keith Ryan

President of Hawker & Evans Asphalt Co., Inc.

HAWKER & EVANS ASPHALT CO., INC.
308 S LEBARON
MESA, ARIZONA 85210

(480) 619-4100

ROC#301379

January 19, 2021

Gila County Board of Supervisors

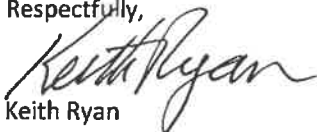
Re: Brief History of Hawker & Evans Asphalt Co., Inc.

Hawker & Evans Asphalt Company, Inc (H&E) has been actively engaged in spreading cutback asphalt and asphalt emulsions in Arizona for decades. In 2018, the former owner of H&E, Dennis Ryan, sold his spreader truck business to his brother, Keith Ryan who in 2006 had founded and currently runs Quality Emulsions, llc, which manufactures asphalt emulsions in their facility in Mesa, Arizona. With Quality Emulsions now being the owner of H&E, it has created a highly focused group to supply, transport and spread the needed emulsions on asphalt pavements to assist in preserving the roadways throughout Arizona.

It is with this unique focus that we are found supplying many contracts such as the current Chip Seal Contract that Gila County has set to bid on January 20, 2021. The group uses it's resources to provide best on-spec products, trucking services, and specialized spreader trucks, along with knowledgeable people who understand the needs and processes of the owners, and get the jobs completed within the scope of time required.

We are grateful for the chance to submit our proposal for the supplying and spreading the oils for Gila County chip seal work for 2021.

Respectfully,



Keith Ryan
President of Hawker & Evans Asphalt Co., Inc.
and Managing Member of Quality Emulsions, llc.

EXHIBIT "K"

BID RESULTS



GILA COUNTY

BID

TITLE:

CRS-2P & MC-800 Chip Seal Oils

BID

DUE

NO.:

110520

DATE:

01-20-21 3:00 P.M.

R
A
N
K
I
N
G

	BIDDER FIRM NAME		BID AMOUNT	COMMENTS
1	Cactus Asphalt	Copper Timber	CRS-2P - Per ton \$525 ERS-2P - Per ton \$545	
1a	"	Copper	MC-800. per ton \$1,100.00	
2	"	Timber	" " \$1,120.00	
2	Hawken & Evans Asphalt	Copper	CRS-2P - \$508.00	per ton
2a	"	Timber	" - \$505.00	per ton
2a	"	Copper	MC-800 - \$833.00	per ton
5		Timber	" \$830.00	per ton
6				
7				
8				
9				
10				

GILA COUNTY
REQUEST FOR PROPOSALS (RFP) NO. 110520

CRS-2P & MC-800 CHIP SEAL OILS

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Tim Humphrey, Chairman
Steve Christensen, Vice Chairman
Tim Humphrey, Member

COUNTY MANAGER
James Menlove



**GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 110520
CRS-2P & MC-800 CHIP SEAL OILS**

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to provide CRS-2P & MC-800 Chip Seal Oils.

SUBMITTAL DUE DATE: 3:00 PM, MST, January 20, 2021

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

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

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

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 110520 package and shall include all applicable taxes.

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link:

http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

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

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: **December 8, 2020 and, December 15, 2020**

Signed: _____
Woody Cline, Chairman of the Board

Date: ____/____/____

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

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INTENT

REQUEST FOR PROPOSAL FOR: CRS-2P & MC-800 Chip Seal Oils

INTENT:

It is the intent of this Request for Proposals to establish a contract for a supplier to furnish CRS-2P and MC-800 Chip Seal Oil as specified to the Consolidated Roads Department at various locations of the *Copper and Timber Regions of Gila County*.

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

SCOPE OF WORK:

It is the intent of Gila County to award a contract to a qualified Contractor for the CRS-2P & MC-800 Chip Seal Oils.

All specifications, and terms and conditions, under the Contract includes furnishing at least, but not limited to, minimum specification of product specifications (see attached: Exhibit "C"), as specified on the Price Sheet pages for total price proposed. Suppliers who agree to provide the minimum Proposal Specification for this product shall be considered for award.

See page 20 of Bid Packet for Price Proposal.

INFORMATION REQUESTS

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

INSTRUCTIONS TO BIDDERS

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

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained, to establish a contract for specified locations within Gila County. The county seeks sealed proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this request for sealed proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its proposal and qualification form each Contractor shall familiarize itself with the scope of work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the proposal and qualifications forms provided in this request for proposal package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of bid and made a part of this contract. The county will use the proposal and qualifications form in evaluating the capacity of Contractor(s) to perform the scope of services as set forth in the Contract. Failure of any Contractor to complete and submit the price sheet and signature and offer page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the request for proposal shall be listed on the proposal.
- F. No alterations in proposals, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the county may require the Contractor to identify any alteration so initialed.

Addendum

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

1. Completion of the bidder checklist & addenda acknowledgment form, page 30.
2. Copies of all addenda must be attached to the submittal.

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

Inquiries

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a request for proposals should refer to the appropriate request for proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. **Questions received after 3:00 P.M., Wednesday, January 13, 2021 will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

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

Submittal Proposal Format:

It is required that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the proposal and all forms shall be submitted. The county will not be liable for any cost incident to the preparation of proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. **Spiral bound proposals are not permitted. Failure to include all required documents, **all with original signatures**, may invalidate the bid.**

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, county, city, town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of proposals.
3. The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the proposal deadline.

<p>The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "CRS-2P & MC-800 CHIP SEAL OILS", Proposal No., "110520", Date "January 20, 2021", and time "3:00 PM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.</p>

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the RFP, the county reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all proposals; or portions thereof; or
 3. Reissue a request for proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature or providing similar services.
4. All submitted forms provided in this request for proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose proposals are most advantageous to the county may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

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

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting proposals to this solicitation requiring sealed proposals, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 20 through 31.

Overcharges by Antitrust Violations

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

Authority to Contract

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

Contract Amendments

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

Contract Default

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said active purchasing agreements to extend to those parties the right to purchase supplies, equipment, and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

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

Termination of Contract

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

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

- 1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
- 2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.

3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

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

If funds are not allocated by the county and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the county at the end of the period for which funds are available. The county shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the county in the event this provision is exercised, and the county shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

General

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

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

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

The insurance requirements herein are minimum requirements for this contract and do not limit the indemnity covenants contained in this contract. The county does not warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as may be determined necessary.

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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4. **Professional Liability (Errors and Omissions Liability)**

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The county does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of Gila County to establish, by this Invitation for Proposal, the contract to purchase CRS-2P and MC-800 Chip Seal Oil.

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

SECTION 1.0

General Purpose

- 1.1 All product specifications are **minimum**. Supplier must provide product specification sheet. **MSDS sheets must be included.** Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.
- 1.2 Supplier should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Supplier shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 **One (1) original and two (2) copies with original signatures of all submissions.**
 - 1.5.2 Qualification and Certification Forms
 - 1.5.3 References
 - 1.5.4 Pricing pages
 - 1.5.5 No Collusion in Bidding
 - 1.5.6 Intentions for Subcontracting
 - 1.5.7 Certification Regarding Debarment
 - 1.5.8 Israel Boycott Certification
 - 1.5.9 Legal AZ Works Act Compliance
 - 1.5.10 Checklist & Addenda Acknowledgment
 - 1.5.11 Offer Page

SECTION 2.0

Proposal Pricing

- 2.1 The Supplier shall submit the Proposal in the form of a firm unit price for each product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 3.0*. Supplier shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of forty-eight (48) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
- 2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Invitation for Proposals. Pricing offered should be noted on the price sheet in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

SECTION 3.0

Price Adjustments

- 3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.
 - 3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
 - 3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (<https://azdot.gov/business/contracts-and-specifications/price-adjustment-bituminous-material-and-diesel-fuel>).
- 3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.
 - 3.2.1 Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).

- 3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- 3.2.3 Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.
- 3.3 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.
- 3.4 The Supplier shall provide the RACK price to the County upon request.

SECTION 4.0

Ordering & Delivery

ORDERING

- 4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.
- 4.1.2 Material Vendor shall be given a 72-hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.
- 4.1.3 SAMPLES: Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.
- 4.1.4 TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

- 4.2 **DELIVERY:** Delivery Sites, delivered price per ton in place for material delivery and return will be stated by the Supplier by region on the pricing pages of this Request for Proposals. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.
- 4.2.1 Supplier may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.
- 4.2.2 Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2P and MC-800 Chip Seal Oil product are placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt products at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.
- 4.2.3 Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.
- 4.3 **PRICING:** Prices shall be for both F.O.B. at plant and delivered in place with boot truck. Material Vendor – Supplier shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier. The County will assist the Supplier in arranging for inspection.
- 4.4 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Vendor or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets as the source or at the selected delivery location.

Supplier shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

- 4.4.1 **Cancellation:** Gila County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the successful bidder or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Supplier shall deliver the specified materials at proper temperatures to the County at a new time at no additional charges.

SECTION 5.0

Product Minimum Specifications

Requirements are as follows:

CRS-2P PRODUCT SPECIFICATIONS			
Test Description	Method (AASHTO)	Required Minimum	Required Maximum
<u>Tests on Emulsion</u>			
Viscosity, Saybolt Furol @ 122°F, sec.	T-72	150	400
Sieve test, %	T59	-	0.1
Demulsibility, 35ml of 0.8% sodium dioctyl sulfosuccinate, %	T59	70	-
Storage Stability 1 day, %	T-59		1
Particle Charge test	T-59	Positive	Positive
Distillation test: Residue by distillation, % by weight		65	-
Distillation test: Oil distillate, % by volume of emulsion		-	0.5

MC-800 PRODUCT SPECIFICATIONS			
Test Requirement Description		Required Minimum	Required Maximum
Kinematic Viscosity at 60 °C (140°F) centistokes		800	1600
Flash point (Tab. Open-cup, degrees C°(F)		66 (15)	-
Distillation test: Distillate Percentage by volume of total distillate to 360°C (680°F)			
To 225°C (437°F)		-	-
To 260°C (500°F)		0	35
To 315°C (600°F)		45	80
Residue from distillation to 360°C (680°F) Volume percentage of sample by difference		75	-
Water percent		-	0.2
Tests on residue from distillation: Absolute viscosity at 60°C (140°F) poises		300	1200
Tests on residue from distillation: Ductility, 5 cm/min, cm.		100	-
Tests on residue from distillation: Solubility in Trichlorethylene, percent		99	-

MC-800 liquid asphalt shall meet the requirements of section 712 of the Maricopa Association of Governments Uniform Standard Specification for Public Works Construction, latest edition revision.

PRICE SHEET

Provide the total price proposed on these forms. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to these proposal-pricing pages.

All suppliers should understand that the usage quantity listed is a "best estimate" and may vary greatly in actuality.

Estimated Maximum Annual Quantity: 450 Tons

CRS-2P CHIP SEAL OIL		
Supply Destination	Delivered Per Ton in Place with Boot Truck	FOB Plant Per Ton without Boot Truck
<u>Copper Region</u> South of Roosevelt Lake Bridge		
Price Per Ton	\$ 525 ⁰⁰ .	\$ 377 ⁰⁰ .
<u>Timber Region</u> North of Roosevelt Lake Bridge		
Price Per Ton	\$ 545 ⁰⁰ .	\$ 377 ⁰⁰ .

Estimated Maximum Annual Quantity: 350 Tons

MC-800 CHIP SEAL OIL		
Supply Destination	Delivered Per Ton in Place with Boot Truck	FOB Plant Per Ton without Boot Truck
<u>Copper Region</u> South of Roosevelt Lake Bridge		
Price Per Ton	\$ <u>1,100⁰⁰</u> .	\$ <u>988⁰⁰</u> .
<u>Timber Region</u> North of Roosevelt Lake Bridge		
Price Per Ton	\$ <u>1,120⁰⁰</u> .	\$ <u>988⁰⁰</u> .

Price to Include All Applicable Taxes, Freight, and Required Fees.

No Tax shall be levied against Labor.

Supplier Name: Cactus Transport Inc. Phone No.: 623-907-2800

- Additional charge per hour after three (3) hours of spread time if County is responsible for delay:

\$ 300.00 per hour.

- Transport Truck Rental after two (2) hours pumping time \$ 125.00 per hour.

- Minimum 24 Ton for pick up FOB plant

- Amount \$ 30.00 each occurrence for product returned and disposed.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 110520 CRS-2P & MC-800 CHIP SEAL OILS

The applicant submitting this proposal warrants the following:

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

Cactus Transport Inc.

8211 W. Sherman St. Tolleson AZ 85353

623-907-2800

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes ☒ _____ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes ☒ _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)? _____ Yes ☒ _____ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
5. Contractor must also provide at least the following information:
- a. A brief history of the Contractor. *- See Below
 - b. A cost proposal shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services. ** - See Below
 - e. Gila County reserves the right to request additional information.

* - Cactus was formed in 1979 and grew over the years to become Arizonas largest liquid asphalt hauler. Cactus has over 300 employees dedicated to quality service and projects. We currently have two trucking hubs to serve our customers in Arizona and New Mexico.

** Equipment List is attached.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** .91
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business Arizona License Number:** 194430-A
(If Applicable)



Signature of Authorized Representative

Bryan Glazer

Printed Name

Managing Partner

Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts, entered into or completed, of similar size and scope, as this request for proposals during the past twenty-four (24) months. Bidder may attach further reference information as necessary.

1. **Company:** HollyFrontier Refining & Marketing LLC
Contact: Brad Schmitz
Phone: 480-256-1993
Address: 20860 N. Tatum Blvd Suite 150, Phoenix AZ 85050
Job Description: Haul Liquid Asphalt for HollyFrontier for their AZ and NM operations
2. **Company:** Yuma County
Contact: Fank Sanchez
Phone: 928-817-5123
Address: 2351 W. 26th Street Yuma AZ 85364
Job Description: Supply MC 250
3. **Company:** Arizona Department of Transportation (ADOT)
Contact: Stacey Wiesner
Phone: 602-712-6939
Address: 1739 W. Jackson St. Ste. B Phoenix AZ 85007
Job Description: Bituminous Material Haul, Statewide
Chip Seal and Fog Seal Contract Statewide
Crack Seal Contract Statewide

Cactus Transport Inc.

Name of Business

Bryan Glazer

Signature of Authorized Representative

Bryan Glazer - Managing Partner

Title

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

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

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

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

Bryan Glazer - Managing Partner

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

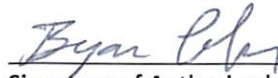
☐..... I am unable to certify the above statements. My explanation is attached

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 110520 CRS-2P & MC-800 CHIP SEAL OILS**, my intention concerning subcontracting a portion of the work is as indicated below.

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

- ☐ **YES**, it is my intention to subcontract a portion of the work.
- ☒ **NO**, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative

Bryan Glazer

Printed Name

Managing Partner

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

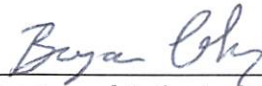
Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the state and federal immigration laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the state and federal immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of county's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that county may inspect the subcontractor's books and records to insure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

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



Signature of Authorized Representative

Bryan Glazer

Printed Name

Managing Partner

Title

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: 1/20/2021



Signature of Authorized Representative

Bryan Glazer

Printed Name

Managing Partner

Title

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

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
ISRAEL BOYCOT CERTIFICATION
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

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ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

No Addenda Issued

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

Signed and dated this 20th day of January, 2021

Cactus Transport Inc.

Contractor:

Bryan Glazer

By:

Bryan Glazer - Managing Partner

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 110520 CRS-2P & MC-800 CHIP SEAL OILS. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, January 20, 2021, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 110520 CRS-2P & MC-800 CHIP SEAL OILS

Contractor Submitting Proposal:

Cactus Transport Inc.

Company Name

8211 W. Sherman St.

Address

Tolleson AZ 85353

City State Zip

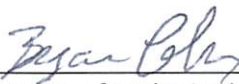
For clarification of this offer, contact:

Name: Jeff Abram

Phone No.: 623-907-2800

Fax 623-907-2900

Email: jabram@cactusasphalt.com



Signature of Authorized Person to Sign

Bryan Glazer

Printed Name

Managing Partner

Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 110520, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 110520**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, _____.

GILA COUNTY BOARD OF SUPERVISORS:

CONTRACTOR:

Chairman, Board of Supervisors

Authorized Signature

ATTEST:

Print Name

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office

<u>UNIT NUMBER</u>	<u>INSERVICE</u>	<u>MANUF</u>	<u>MODEL</u>	<u>YEAR</u>	<u>VIN #</u>	<u>ENGINE</u>	<u>PLATE</u>	<u>PLATE TYPE</u>	<u>REGISTERED GVW</u>	<u>AXLES</u>	<u>TIRE SIZE</u>	<u>WHEEL TYPE</u>	<u>STATUS</u>	<u>DIVISION</u>	<u>DESCRIPTION</u>	<u>SAMSARA</u>
<u>SPREADERS</u>																
10185	2/23/09	KENWORTH	T800	1999	1XKDD99X5XR818358	CUM ISM 425HP	NO PLATE	YARD	0	3	11RX22.5	U /ALUM	ACTIVE	SHOP	AUGER / MC TANK YARD	
20717	12/19/2017	STERLING	SC700	2001	49H67FBA61HG11010	CUM ISB	CK92058	BASE	33,000	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	EMUL SPREADER TRUCK	GFRZ-T8W-VF6
10218	3/28/2011	PETERBILT	357	2006	1NPAL00X36D895048	CUM ISM 385HP	AE28221	IRP	60,000	3	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	SPREADER RUBBER TRK	GHNK-F4F-26W
10244	3/22/2012	PETERBILT	357	2007	1NPAL00X97N676882	CUM ISM 385HP	AE38499	IRP	60,000	3	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	SPREADER TRUCK	G824-Z8B-Z9N
10377	5/26/2015	KENWORTH	T800	2007	1XKDD60X67R167827	CAT C-15 475HP	AH05235	IRP	60,000	3	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	SPREADER TRUCK	GH5R-FEJ-E75
10211	5/10/2010	KENWORTH	T800	2011	1NKDL09X3BJ279917	CUM ISM 350HP	AK14392	IRP	53,200	3	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	SPREADER RUBBER TRK	G4AR-DVJ-5HH
20728	9/12/2018	KENWORTH	T880	2019	1NKZLP0X9KJ252684	PACCAR MX 13 515HP	AJ35301	IRP	69,000	3	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	SPREADER RUBBER TRK	GZDU-VVM-6NM
20788	7/16/2019	KENWORTH	T880	2019	1NKZLP0X3KJ252695	PACCAR MX 13 515HP	AJ82128	IRP	69,000	3	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	SPREADER RUBBER TRK	GHSD-GVV-FYA
20729	5/10/2019	KENWORTH	T880	2020	1NKZLP0X6LJ365333	PACCAR MX 13 515HP	AJ60723	IRP	69,000	3	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	SPREADER RUBBER TRK	G9R2-S6S-CPY

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UNIT NUMBER	INSERVICE	MANUF	MODEL	YEAR	VIN #	ENGINE	PLATE	PLATE TYPE	REGISTERED GW	AXLES	TIRE SIZE	WHEEL TYPE	STATUS	DIVISION	DESCRIPTION	SAMSARA	INSURANCE
10429	5/1/2016	KENWORTH	T-800	2009	1XKDD49XK9R256690	CUM ISX15 485HP	AH05250	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	AZ TRANS	DAYCAB	GEFW-XC8-ABK	CREST AZ POLICY
20873	6/22/2020	KENWORTH	T-800W	2009	1XKDPBTX29J256248	CAT C15 550 HP	AL11183	IRP	80,000	4	11RX24.5	U/ALUM	ACTIVE	HEAVY HAUL	DAYCAB		CREST AZ POLICY
31262	07/18/12	PETERBILT	384	2010	1XPVD09X4AD112674	CUM ISM 425HP	AJ35332	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	CACTUS LPG LLC	SLEEPER	GV23-MYC-G66	NTSG NM POLICY
50277	02/21/13	PETERBILT	384	2010	1XPVD09X5AD112621	CUM ISM 425HP	AE75085	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	CACTUS LPG LLC	SLEEPER	GXX4-9NB-GWT	NTSG NM POLICY
20749	8/8/2018	KENWORTH	T660	2012	1XKAD49X86CJ330910	CUM ISX15 455HP	AJ59843	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	AZ TRANS	DAYCAB	G4FS-RPN-PAS	CREST AZ POLICY
20750	8/6/2018	KENWORTH	T660	2012	1XKAD49X3JCJ330895	CUM ISX15 455HP	AJ30185	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	AZ TRANS	DAYCAB	GYVM-RBE-FT5	CREST AZ POLICY
50430	5/10/2016	KENWORTH	T660	2013	1XKADP8X8DJ311876	PACCAR MX13 455HP	AH05251	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	NM TRANSPORT	SLEEPER	GA7M-73W-HJX	CREST AZ POLICY
50434	5/10/2016	KENWORTH	T660	2013	1XKADP8X8DJ311885	PACCAR MX13 455HP	AH05255	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	NM TRANSPORT	SLEEPER	GKY2-SCZ-BKM	CREST AZ POLICY
50435	5/10/2016	KENWORTH	T660	2013	1XKADP8X8DJ311893	PACCAR MX13 455HP	AH05256	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	NM TRANSPORT	SLEEPER	G8KB-BY8-YCG	CREST AZ POLICY
20865	4/16/2020	PETERBILT	567	2015	1XPCP4TX7FD288091	CUM ISX15 560HP	AL11027	IRP	80,000	3	11RX24.5	U/ALUM	ACTIVE	HEAVY HAUL	DAYCAB	GEYB-NPM-5MG	CREST AZ POLICY
20866	4/16/2020	PETERBILT	567	2015	1XPCP4TX7FD288098	CUM ISX15 560HP	AL11028	IRP	80,000	3	11RX24.5	U/ALUM	ACTIVE	HEAVY HAUL	DAYCAB	GZSH-PB8-N9N	CREST AZ POLICY
20816	12/12/2019	PETERBILT	567	2018	1XPCD79X8JD464771	CUM ISX12 425HP	AK02036	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	AZ TRANS	DAYCAB	GD2T-B5U-M5M	CREST AZ POLICY
20817	12/12/2019	PETERBILT	567	2018	1XPCD79X1JD467785	CUM ISX12 425HP	AK02037	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	AZ TRANS	DAYCAB	GBHK-XX8-Y6D	CREST AZ POLICY
20818	12/12/2019	PETERBILT	567	2018	1XPCD79X8JD467698	CUM ISX12 425HP	AK02038	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	AZ TRANS	DAYCAB	GXRK-UV4-RN2	CREST AZ POLICY
20819	12/12/2019	PETERBILT	567	2018	1XPCD79X8JD467735	CUM ISX12 425HP	AK02039	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	AZ TRANS	DAYCAB	G66K-3T8-DKV	CREST AZ POLICY
20820	12/12/2019	PETERBILT	567	2018	1XPCD79X8JD467721	CUM ISX12 425HP	AK02040	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	AZ TRANS	DAYCAB	GNFA-SFT-4TT	CREST AZ POLICY
20821	12/16/2019	PETERBILT	567	2018	1XPCD79X4JD467795	CUM ISX12 425HP	AK02041	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	AZ TRANS	DAYCAB	GSE7-49Y-3TA	CREST AZ POLICY
20858	3/12/2020	PETERBILT	567	2018	1XPCD79X1JD464806	CUM ISX12 425HP	AK14494	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	AZ TRANS	DAYCAB	GDPH-S38-XNT	CREST AZ POLICY
20859	3/24/2020	PETERBILT	567	2018	1XPCD79X1JD467849	CUM ISX12 425HP	AK14534	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	AZ TRANS	DAYCAB	GZHN-A4R-UEJ	CREST AZ POLICY
20850	2/19/2020	PETERBILT	567	2021	1XPCDK9X5MD735714	PACCAR MX11 430HP	AK14394	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	CACTUS LPG LLC	SLEEPER	GVDW-2FE-XP3	NTSG NM POLICY
20851	2/19/2020	PETERBILT	567	2021	1XPCDK9X7MD735715	PACCAR MX11 430HP	AK15395	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	CACTUS LPG LLC	SLEEPER	GKUN-D6M-MDT	NTSG NM POLICY
20852	2/19/2020	PETERBILT	567	2021	1XPCDK9X9MD735716	PACCAR MX11 430HP	AK16396	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	CACTUS LPG LLC	SLEEPER	GUKW-FZ8-4TT	NTSG NM POLICY
20853	2/19/2020	PETERBILT	567	2021	1XPCDK9X0MD735717	PACCAR MX11 430HP	AK17397	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	CACTUS LPG LLC	SLEEPER	GSXG-BAG-VU9	NTSG NM POLICY
20854	2/19/2020	PETERBILT	567	2021	1XPCDK9X2MD735718	PACCAR MX11 430HP	AK18398	IRP	80,000	3	11RX22.5	U/ALUM	ACTIVE	CACTUS LPG LLC	SLEEPER	GRUD-S8A-VGK	NTSG NM POLICY
20920	1/11/2021	PETERBILT	567	2022	735719				80,000	3							
20921	1/12/2021	PETERBILT	567	2022	735720				80,000	3							
20922	1/13/2021	PETERBILT	567	2022	735721				80,000	3							
20923	1/14/2021	PETERBILT	567	2022	735722				80,000	3							
20924	1/15/2021	PETERBILT	567	2022	735723				80,000	3							
20925	1/16/2021	PETERBILT	567	2022	766419				80,000	3							
20926	1/17/2021	PETERBILT	567	2022	766420				80,000	3							
20927	1/18/2021	PETERBILT	567	2022	735724				80,000	3							
20928	1/19/2021	PETERBILT	567	2022	735725				80,000	3							
20929	1/19/2021	PETERBILT	567	2022	735726				80,000	3							
20930	1/19/2021	PETERBILT	567	2022	735727				80,000	3							
20931	1/19/2021	PETERBILT	567	2022	735728				80,000	3							
RENTALS	DATE REC	MAKE			VIN								USE	DEPARTMENT			
146-1160		PETERBILT			1XPCD49X8KD274297		AJ10161	IPR	80,000	3			ACTIVE	AZ TRANS	DAYCAB		
146-1164	5/1/2020	PETERBILT			1XPBD49X8KD603078		AJ10213	IPR	80,000	3			ACTIVE	AZ TRANS	DAYCAB	GCHA-XKM-A4U	
146-1192	4/22/2019	PETERBILT			1XPBD49X9LD653247		AJ60071	IPR	80,000	3			ACTIVE	AZ TRANS	DAYCAB	GWDG-5MV-MNV	
146-1193	4/22/2019	PETERBILT			1XPBD49X8LD653248		AJ60072	IPR	80,000	3			ACTIVE	AZ TRANS	DAYCAB	G9WU-H8P-X27	
146-1194	4/16/2019	PETERBILT			1XPBD49X2LD653249		AJ60073	IPR	80,000	3			ACTIVE	AZ TRANS	DAYCAB	GUEV-2EV-83C	

UNIT NUMBER	INSERVICE	MANUF	MODEL	YEAR	VIN #	ENGINE	PLATE	PLATE TYPE	REGISTERED GVW	AXLES	TIRE SIZE	WHEEL TYPE	STATUS	DIVISION	DESCRIPTION
AZ TRAILERS															
10156	5/11/2007	FRUEHAUF	SMI	1988	1H4T04322JL001201	N/A	S94876	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	AZ TRANS	EMULSION TRAILER
10314	1/9/2014	POLAR	SMI	1990	1PMA143221010626	N/A	10867A	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	AZ TRANS	EMULSION TRAILER
10126	7/20/2002	POLAR	SMI	1991	1PMA14326M1011120	N/A	V34046	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	AZ TRANS	EMULSION TRAILER
10130	5/3/2003	HEIL	SMI	1999	190LA4523X3F13611	N/A	72411E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	EMULSION TRAILER
10174	4/18/2008	POLAR	SMI	1999	1PMA14325X1021268	N/A	T85432	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	EMULSION TRAILER
10123	8/1/2000	POLAR	SMI	2001	1PMA1432111023803	N/A	72423E	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10124	4/1/2001	POLAR	SMI	2001	1PMA1432811024494	N/A	72422E	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10186	5/1/2009	POLAR	SMI	2001	1PMA1432511024405	N/A	72420E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10187	5/1/2009	POLAR	SMI	2001	1PMA1432111024398	N/A	72419E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10190	6/8/2009	POLAR	SMI	2001	1PMA1432611024400	N/A	V60989	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10191	6/8/2009	POLAR	SMI	2001	1PMA1432X11024402	N/A	72436E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10192	6/8/2009	POLAR	SMI	2001	1PMA1432111024403	N/A	72425E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10193	6/20/2009	POLAR	SMI	2001	1PMA1432711024406	N/A	72433E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10194	6/20/2009	POLAR	SMI	2001	1PMA1432811024396	N/A	Y65604	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10125	5/14/2002	POLAR	SMI	2002	1PMA1432221025707	N/A	72435E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10134	4/20/2004	POLAR	SMI	2004	1PMA1432241027413	N/A	72415E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10227	9/28/2011	POLAR	SMI	2004	1PMC1432542026940	N/A	53826H	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10228	9/28/2011	POLAR	SMI	2004	1PMC1432742026941	N/A	72431E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10229	9/28/2011	POLAR	SMI	2004	1PMC1432142027292	N/A	72421E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10230	9/28/2011	POLAR	SMI	2004	1PMC1432342027293	N/A	Y23238	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10231	9/28/2011	POLAR	SMI	2004	1PMC1432642027630	N/A	72412E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	EMULSION TRAILER
10355	6/30/2014	HEIL	SMI	2004	5HTLA452845F14729	N/A	75415B	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10356	6/30/2014	HEIL	SMI	2004	5HTLA452845F14730	N/A	72434E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10158	6/4/2007	POLAR	SMI	2007	1PMA1432871031518	N/A	72427E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10159	6/4/2007	POLAR	SMI	2007	1PMA1432671031517	N/A	72437E	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10160	7/1/2007	POLAR	SMI	2007	1PMA1432471032715	N/A	37935A	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10445	7/1/2017	POLAR	SMI	2016	1PMA14323H1047630	N/A	02747C	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
10446	7/1/2017	POLAR	SMI	2016	1PMA14327G5015190	N/A	02748C	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
20677	3/1/2017	POLAR	SMI	2017	3H6S1432XH7048614	N/A	38067D	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
20825	1/31/2020	ETNYRE	T88	2020	1E9T88611LE007342	N/A	81025H	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
20826	1/31/2020	ETNYRE	T88	2020	1E9T88621LE007351	N/A	81026H	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
20827	1/31/2020	ETNYRE	T88	2020	1E9T88632LE007352	N/A	81027H	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
20828	1/31/2020	ETNYRE	T88	2020	1E9T88380LE007348	N/A	81028H	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
20829	1/31/2020	ETNYRE	T88	2020	1E9T88391LE007349	N/A	81029H	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
20830	1/31/2020	ETNYRE	T88	2020	1E9T88601LE007350	N/A	53835H	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	HOT ASPHALT TRAILER
20918	1/7/2021	ETNYRE	T88	2021	1E9T95509ME007336	N/A									HOT ASPHALT TRAILER
20919	1/7/2021	ETNYRE	T88	2021	1E9T9551XME007337	N/A									HOT ASPHALT TRAILER
AUGER TRAILERS															
10171	4/18/2008	FRUEHAUF	SMI	1979	UNV635203	N/A	72426E	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	AZ TRANS	ASPHALT RUBBER TRL.HEAT
10117	4/1/1998	FRUEHAUF	SMI	1992	1H4TO4326NL027306	N/A	72413E	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	AZ TRANS	ASPHALT RUBBER TRL.HEAT
10110	1/1/1994	HARMON	SMI	1994	1H9TT4323RL020482	N/A	72424E	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	AZ TRANS	ASPHALT RUBBER TRL.HEAT
10155	5/10/2007	HARMON	SMI	2005	1H9TT43255L020977	N/A	72432E	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	AZ TRANS	ASPHALT RUBBER TRL.HEAT
10553	8/1/2016	ETNYRE	SMI	2016	1E9T81832GE007281	N/A	02794C	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	ASPHALT RUBBER TRL.HEAT
10554	8/1/2016	ETNYRE	SMI	2016	1E9T81843GE007282	N/A	02793C	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	AZ TRANS	ASPHALT RUBBER TRL.HEAT
20879	6/19/2020	ETNYRE	LWRT9412	2021	1E9T94120ME007176	N/A	DCA4BKA	PERM	10,001	2	11RX22.5	U /ALUM	SHOP	AZ TRANS	ASPHALT RUBBER TRL.HEAT
20880	6/19/2020	ETNYRE	LWRT9412	2021	1E9T94131ME007177	N/A		PERM	10,001	2	11RX22.5	U /ALUM	SHOP	AZ TRANS	ASPHALT RUBBER TRL.HEAT

<u>UNIT NUMBER</u>	<u>INSERVICE</u>	<u>MANUF</u>	<u>MODEL</u>	<u>YEAR</u>	<u>VIN #</u>	<u>ENGINE</u>	<u>PLATE</u>	<u>PLATE TYPE</u>	<u>REGISTERED GVW</u>	<u>AXLES</u>	<u>TIRE SIZE</u>	<u>WHEEL TYPE</u>	<u>STATUS</u>	<u>DIVISION</u>	<u>DESCRIPTION</u>
<u>NM TRAILERS</u>															
20880	1/1/2008	BRENNER	SMI	1989	10BCX6215KF0A1402	N/A	57107D	NONE	10,001	2	11RX22.5	U/STEEL	YARD	NM TRANSPORT	MC HEAT TRAILER
50104	1/1/1993	HARMON	SMI	1993	1H9TT4329PL020418	N/A	10798A	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50105	1/1/1993	HARMON	SMI	1993	1H9TT432XPL020419	N/A	02754C	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50106	1/1/1993	HARMON	SMI	1993	1H9TT4327PL020420	N/A	L42176	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50107	1/1/1993	HARMON	SMI	1993	1H9TT4324PL020424	N/A	V01204	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50108	1/1/1993	HARMON	SMI	1993	1H9TT4326PL020425	N/A	13A8C6A	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50109	1/1/1993	HARMON	SMI	1993	1H9TT4329PL020452	N/A	L42180	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50111	1/1/1994	HARMON	SMI	1993	1H9TT4320PL020453	N/A	63764A	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50112	1/1/1994	HARMON	SMI	1993	1H9TT4322PL020454	N/A	W06153	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50113	1/1/1994	HARMON	SMI	1994	1H9TT432XRL020480	N/A	L42172	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50114	1/1/1995	HARMON	SMI	1995	1H9TT4322SL020558	N/A	5MA7AFA	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50115	1/1/1995	HARMON	SMI	1995	1H9TT4321SL020535	N/A	S84389	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50118	1/1/1999	HARMON	SMI	1999	1H9TT4322XL020759	N/A	02756C	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50119	1/1/1999	HARMON	SMI	1999	1H9TT4320XL020761	N/A	69564A	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50120	1/1/1999	HARMON	SMI	1999	1H9TT4321XL020784	N/A	V70831	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50121	1/1/1999	HARMON	SMI	1999	1H9TT4326XL020785	N/A	T36586	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50122	4/1/2000	HARMON	SMI	2000	1H9TT4321YL020849	N/A	19063H	PERM	10,001	2	11RX22.5	B /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50175	4/18/2008	POLAR	SMI	2000	1PMA14322Y2022172	N/A	63765A	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50152	3/27/2007	LBT	SMI	2007	1L921P8F971224051	N/A	S74418	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50153	3/27/2007	LBT	SMI	2007	1L921P8F771224064	N/A	S74416	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50154	3/27/2007	LBT	SMI	2007	1L921P8F971224065	N/A	S74417	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50161	7/10/2007	LBT	SMI	2007	1L921P8F871224090	N/A	T07200	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50162	7/10/2007	LBT	SMI	2007	1L921P8FX71224091	N/A	T07197	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50163	7/10/2007	LBT	SMI	2007	1L921P8F171224092	N/A	10797A	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50164	7/10/2007	LBT	SMI	2007	1L921P8F371224093	N/A	T07199	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50165	7/10/2007	LBT	SMI	2007	1L921P8F571224094	N/A	T07201	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	ASPHALT TRAILER
50379	6/25/2015	POLAR	SMI	2015	1PMA14823F1045964	N/A	7010FTH	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	SPREAD AXLE
50380	6/25/2015	POLAR	SMI	2015	1PMA14823F1045965	N/A	7011FTH	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	SPREAD AXLE
50381	6/25/2015	POLAR	SMI	2015	1PMA14823F1045966	N/A	7012FTH	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	SPREAD AXLE
50382	6/25/2015	POLAR	SMI	2015	1PMA14823F1045967	N/A	7013FTH	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	SPREAD AXLE
50383	6/25/2015	POLAR	SMI	2015	1PMA14823F1045968	N/A	7014FTH	PERM	10,001	2	11RX22.5	U /ALUM	ACTIVE	NM TRANSPORT	SPREAD AXLE
20681	7/20/2017	POLAR	SMI	2017	3H6S14329H7049074	N/A	57191D	PERM	10,001	2	11RX22.5	U/ALUM	ACTIVE	NM TRANSPORT	SPREAD AXLE
<u>PROPANE TRAILER</u>															
31398	11/20/2015	LUBBOCK	PROPANE	1976	59223	N/A	7016FTH	PERM	10,001	2	11RX22.5	ALUM	ACTIVE	CACTUS LPG LLC	PROPANE TRAILER
31399	11/20/2015	LUBBOCK	PROPANE	1976	59262	N/A	1093FTK	PERM	10,001	2	11RX22.5	ALUM	ACTIVE	CACTUS LPG LLC	PROPANE TRAILER
20710	12/6/2017	ANDERSON	PROPANE	1987	1DZTA452XHG116520	N/A	93318D	PERM	10,001	2	11RX22.5	ALUM	ACTIVE	CACTUS LPG LLC	PROPANE TRAILER
20711	12/6/2017	ANDERSON	PROPANE	1989	1DZTA442XJG117372	N/A	93317D	PERM	10,001	2	11RX22.5	ALUM	ACTIVE	CACTUS LPG LLC	PROPANE TRAILER
20713	5/8/2018	MISSISSIPPI	PROPANE	1997	1M9PT9A25VH355729	N/A	72492E	PERM	10,001	2	11RX22.5	ALUM	ACTIVE	CACTUS LPG LLC	PROPANE TRAILER
20714	12/11/2017	MISSISSIPPI	PROPANE	1997	1M9PT9A21VH355730	N/A	32772E	PERM	10,001	2	11RX22.5	ALUM	ACTIVE	CACTUS LPG LLC	PROPANE TRAILER
20715	12/14/2017	MISSISSIPPI	PROPANE	2004	1M9PT9A234H355369	N/A	23442D	PERM	10,001	2	11RX22.5	ALUM	ACTIVE	CACTUS LPG LLC	PROPANE TRAILER
20716	10/2/2018	MISSISSIPPI	PROPANE	2005	1M9PT9A256H355490	N/A	18782F	PERM	10,001	2	11RX22.5	ALUM	ACTIVE	CACTUS LPG LLC	PROPANE TRAILER
20887	8/21/2020	MISSISSIPPI	PROPANE	2006	1MPT9B256H355522	N/A	ZNA4CBA	PERM	10,001	2	11RX22.5	ALUM	ACTIVE	CACTUS LPG LLC	PROPANE TRAILER

ARF-6442

Regular Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 02/16/2021

Submitted For: Daren Frank, Facilities Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Facilities Management

Information

Request/Subject

Request to Advertise Statement of Qualifications No. 012021-*On-Call Design and Architectural Services*

Background Information

Many remodels and additions to Gila County buildings require design and plans to move forward with construction. Rather than hiring one large firm for projects of less than \$2,000,000, staff could use local design/architects to assist. The firm will work directly with all affected offices and come up with the best solution for the efficiency of space. Many factors must be considered such as electrical, data, HVAC, fixtures, plumbing, and security among others. The more experienced firms involved, the better the project delivery will be.

Rather than going out for bid to utilize the services of a design/architectural firm for each small project, it would be more efficient to enter into a contract with an on-call design/architectural firm(s) as projects arise which are less than \$2,000,000. The firm(s) will work directly with all affected offices and come up with the best solution for the efficiency of space. Many factors must be considered such as electrical, data, HVAC, fixtures, plumbing, finishes, and security among others. The more experienced people involved, the better the project delivery. The Statement of Qualifications "SOQ" process is a two-phase process. The first phase is solely to review qualifications. A bid amount (pricing) is not solicited at this time. Once the responses are received by the designated date, an evaluation committee will be assembled to evaluate the responses based on the scoring criteria identified in the SOQ.

The second phase of the SOQ process is to negotiate a price with the selected contractor. Upon completion of the negotiations, County staff is confident that an appropriate price has been reached with the successful respondent for the scope of work to be performed.

Evaluation

When County Management directs staff to remodel or add to an existing building, it will save time to have an on-call designer or architect assist in the project. A firm that knows building structure and can help us get the best utilization of space is paramount to obtaining the best product. Having experienced firms under contract to choose from will improve the schedule of delivery and performance of the project.

Conclusion

Gila County is seeking qualified architects to assist us in expediting remodeling building projects when directed by County Management.

Recommendation

The Facilities Department Director recommends and requests that the Board of Supervisors authorize the advertisement of Statement of Qualifications No. 012021 - *On-Call Design and Architectural Services* to be published for two consecutive weeks in the Payson Roundup newspaper.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Statement of Qualifications No. 012021 - *On-Call Design and Architectural Services*. **(Daren Frank)**

Attachments

Request to Advertise

Statement of Qualifications No. 012021

EXHIBIT "H"

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

IS THIS A REQUEST FOR *Check one*

Bids _____ Proposals _____
Qualifications _____

REQUEST NUMBER

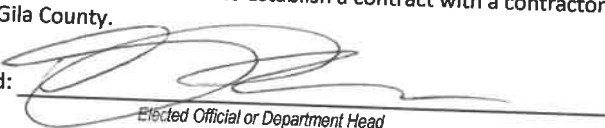
(For Procurement Use Only)

I. DESCRIPTION: *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.***FUNDING**

Fund various PROJECTS: various
Dept No. _____ Program _____ Location _____ Account _____

INTENT

It is the intent of this solicitation to establish a contract with a contractor to provide for janitorial service of facilities located in Southern Gila County.

Signed: 
District Official or Department Head

Date 1-20-2020**II. DEPARTMENTAL INFORMATION ONLY:** *Action Dates*

DATE	Department Receipt	Placed on Agenda
	Presented to Board	Approved to Call
	Delivered to Paper	Paper Name
	Advertised From	To
	Closing Date	Bid Award Date
	Awarded To	Pre-Bid Meeting Date

III. OTHER APPROVAL: *Only as necessary*

Department Name: _____

Department Head Signature _____

Date _____

Department Name: _____

Department Head Signature _____

Date _____

V. APPROVED

Finance Director Signature _____

Date _____

STATEMENT OF QUALIFICATIONS NO. 012021
On-Call Design and Architectural Services

GLOBE, ARIZONA



BOARD OF SUPERVISORS

Tim Humphrey, Chairman

Steve Christensen, Vice Chairman

Woody Cline, Member

County Manager

James Menlove



**GILA COUNTY
NOTICE OF REQUEST FOR SEALED QUALIFICATIONS NO. 012021
ON-CALL DESIGN/ARCHITECTURAL SERVICES**

Notice is hereby given that Gila County is requesting Statement of Qualifications from qualified Small Business firms or individuals for On-Call Design/Architectural Services.

SUBMITTAL DUE DATE: 11:00 AM, MST, Tuesday March 11, 2021

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
COPPER BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

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

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

All proposals shall be made on the Request for Sealed Proposals forms included in this RFQ No. 012021 package and shall include all applicable taxes.

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

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

The Gila County Board of Supervisors reserves the right to reject all bids, or to waive any informality in any bid. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Clerk of the Board's office. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Payson Roundup: **February 18, 2021 and March 2, 2021**

Signed: _____
Chairman of the Board of Supervisors

Date: ____/____/____

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

Gila County is requesting Statement of Qualifications from qualified Small Business firms or individuals for:

On-call Consultant / Architectural Services

Statement of Qualifications and Performance Data are to be received in the Office of:

Gila County Finance
Betty Hurst, Contracts
Copper Building
1400 E. Ash Street
Globe, AZ 85501

Until: 11:00 A.M. on March 11, 2021, at which time a representative of the Purchasing Services Department shall announce publicly the names of those firms or individuals submitting Responses. No other public disclosure shall be made until after award of the contract.

All inquiries regarding this Request shall be directed to:

Name: Betty Hurst, Contracts

Address: 1400 E. Ash Street
Globe, AZ 85501

Phone: (928) 402-4355

Email: bhurst@gilacountyaz.gov

STATEMENT OF QUALIFICATIONS

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Gila County General Provisions

***NOTE:** *The General Provisions are being provided solely for the purpose of the potential Qualifier to be aware of Gila County's liability requirements and contract format.*

Section A: Introduction

Gila County is seeking qualified Architectural and Design Firms to provide general consultant/architectural design services for Gila County buildings. The on-call list will be in effect for one (1) year, with an option of renewal for four (4) additional one-year periods, if determined to be in the County's best interest.

All qualified Consultants interested in providing these building remodel or new construction design services to Gila County are invited to submit their Statement of Qualifications (SOQ). All SOQ's must comply with the requirements specified in this Statement of Qualifications (SOQ).

Gila County intends to select firms for services without obligation and can call upon the firms at any time during the term of the agreement. **There is no guarantee of a number of projects, minimum contracting amount, either annually or over the entire term of the agreement.** The individual projects will not exceed \$2,000,000 each and Gila County reserves the right to select such services from firms other than those who submit proposals, as circumstances warrant or may be in the best interest of Gila County.

Any Contract resulting from this solicitation shall be for the use of Gila County.

Section B: On-Call Consulting Service Categories

Consulting and Architectural Services

The consultant shall be capable of providing architectural and building related engineering services. In addition to the design, the consultant shall be capable of providing reports, studies, master planning, conceptual designs, specifications, permitting, and budget estimates on an as needed basis. The consultant may supply all services ancillary to the projects. The consultant must be an Arizona registrant and properly licensed and certified to perform services in Arizona.

The following is a list of the types of projects that the County anticipates over the life of an On-Call contract. This list of project categories is not comprehensive and the County reserves the right to add related engineering/architectural services as necessary.

Successful Offeror(s) may be assigned work on an “as-needed” basis for Gila County. Gila County anticipates the necessity to assign several tasks to the successful Offeror(s) under purchase orders pursuant to this SOQ, however, Gila County cannot and does not predict or guarantee the number or frequency of tasks that any particular successful Offeror(s) may be asked to complete. The Contract will require that the consultants provide to Gila County paper copies and editable digital files for all work related to the project. The editable project digital files shall be submitted in Microsoft Office Suite or AutoCAD file formats. In addition to supplying editable digital files, the consultant shall also supply Adobe PDF files and paper copies of all work.

May include the following services:

- ***Measure existing structures:*** interior and exterior and create as-built floor plan drawings for base plan as required.
- ***Feasibility Studies:*** Review and discuss with owners regarding possible options for remodeling, based on information collected and identified on the as-built floor plans and meetings with user groups.
- ***Schematic Design***
- ***Design Development***
- ***Construction Drawings*** in auto-Cad or PDF
- ***Meeting*** with owners, departments, elected officials, etc. as required or requested by Gila County.
- ***Other Architectural Services as required.***

Section C: Project Estimates

The total cost of work issued to consultants by Gila County in any one-year contract term will not be limited. No single project cost will exceed \$200,000,000 per A.R.S. § 41-2581, at final payment for the project including all change orders and other contract costs. Gila County is required to request at least one initial project cost estimate when the total estimated cost of a project is **2,000,000 or below**. Gila County will request a final project cost proposals (official quote) from the one selected consultant based on the project cost estimates provided. Award of a project to a consultant established from this solicitation will be determined based on the quote provided on a per-project basis.

Gila County intends to select firms for services without obligation and can call upon the firms at any time during the term of the agreement. **There is no guarantee of a number of projects, minimum contracting amount, either annually or over the entire term of the agreement.** Gila County reserves the right to procure such services from firms other than those who submit proposals, as circumstances warrant or may be in the best interest of the County. For example, a project under \$25,000 may be offered in an open competitive environment and awarded outside of the agreements resulting in this solicitation. Gila County reserves the right and will issue purchase orders based on ability of the prequalified consultant to meet Gila County's work schedule, geographical location requirements, cost and budget requirements and the availability of trades and expertise in relation to each project.

Successful Offeror(s) agree that any confidential information provided to or developed by the consultant while employed under the established contract with Gila County, shall be kept confidential and shall not be made available to any individual or organization by the consultant without prior written consent by Gila County.

Section D: Management and Administration

The developed scope of work will be specific to the requirements of the project. However, the following information is presented as a general description for design administration services that the Consultant may be required to perform. The services listed may include, but are not limited to, the following:

1. General Project Administration:

A. Coordinating with Gila County during all phases of the project.

B. Conducting project meetings as necessary to maintain the project budget and schedule, as well as any additional meetings as requested by the County. Meetings under basic services may include:

- Meetings with the Gila County, client departments, County management and Board of Supervisors.
- Meetings required for obtaining review approvals and permits.
- Meetings with Utility companies.
- Meetings with property and business owners, etc.

C. Coordinating with private, public and County utilities (i.e., APS, Southwest Gas, Telephone and Cable Communications, Water and Sewer Services Department, etc.) regarding standard technology and utility issues and incorporating pertinent information in the plans.

D. Submitting and retrieving all required contract documents to the various required reviewing agencies.

E. Preparing and maintaining a project schedule after meeting with the Gila County designee. Determine appropriate submittal deadlines and to coordinate project submissions. The Consultant will be responsible for the master scheduling through the design phase. Once the construction phase begins the master scheduling, responsibilities will transfer to the contractor with the assistance of the Consultant.

F. Obtaining all federal, state, county, local and utility approvals required for permitting purposes necessary for the completion of the Project. The contractor will be required to obtain the necessary permits associated with construction of the Project, including City Building Safety, NPDES, Dust Control, and others. As the Project progresses, the Consultant will furnish to the County copies of all communications between the Consultant and the respective agency or department and all approvals and permits for the Project.

2. Design Services may include, but are not limited to, the following:

A. Preparing design documents. The design documents shall include, but may not be limited too, design concept reports, project assessment studies, schematic design studies, construction cost estimating, and final permit ready design drawings, specifications and bid documents (construction documents). These documents will fix and illustrate the size and character of the entire Project including the kinds of materials; type of structures; and such other work as may be appropriate.

B. Designing the Project so that construction conforms to all applicable building codes and standards, County design guidelines, County Building Standards Manual, and other applicable statutes and regulations.

C. Preparing drawings using computer programs and formats that will be shared with Gila County. Final bid specifications may be prepared for Gila County.

D. Design drawings shall comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the County.

E. Upon completion of the design drawings, specifications and contract documents, the Consultant shall provide a specified number of sets of all construction documents and applicable design calculations for review and approval by the appropriate County agencies and/or other applicable authorities. These documents must be sealed and signed by the appropriate responsible party. With the submission of the construction plans, specifications and contract documents, the Consultant shall submit a detailed Project cost estimate.

F. Coordinating the applicable permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the Project. All original filing and approval fees shall be paid by the County or reimbursed to the Consultant if paid by the Consultant. The Consultant shall ensure that the plans prepared by the utility companies have been incorporated into the final plan set, if applicable. The Consultant shall submit to the County a copy of all correspondence between the Consultant and utility companies, including utility review submittals and conflict notices.

G. If required, the Consultant shall resubmit the revised plans for final approval. Additionally, if required by the Project Manager, the Consultant shall review and revise the cost estimate, reflecting the modifications made for the final submittal.

H. Upon approval of the final construction documents the Consultant shall deliver to the County the final reproducible drawings and the original copy of the final specifications. These documents shall be sealed and signed by the appropriate responsible party.

Section E. Submittal Requirements

The Statement of Qualifications shall include a one-page cover letter, plus a maximum of 15 pages to address the SOQ evaluation criteria (excluding resumes but including any organization charts with key personnel and their affiliation). Resumes for each team member shall be limited to a maximum length of two (2) pages and should be attached as an appendix to the SOQ. The cover letter and the resumes are not counted toward the 15 page maximum.

Please be advised that failure to comply with the following criteria may be grounds for disqualification:

- Receipt of submittal by the specified cut-off date and time
- Adherence to maximum page requirement
- Correct delivery of submittal

Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Pages that have project photos, charts, and graphs will be counted towards the maximum number of pages. Table of Contents pages and divider pages will not be counted if they do not contain submittal information.

Section F. Selection Process

The successful consultant/firm/team will be selected through a qualifications-based selection process of the SOQs submitted in response to this SOQ. Gila County's selection committee will evaluate each SOQ according to the criteria set forth. The consultants will be ranked from lowest to highest. The consultants receiving the highest evaluation from the selection panel may be selected to interview for the contract.

Consultants being interviewed will be notified in writing. The weighted selection criteria to be utilized to determine their final award standing/priority will be included in the notification. Gila County will select the persons or firms and the order for the final list through the combined results of both the interview process and the evaluation of statements of qualifications and performance data submitted in response to the SOQ. The Gila County selection panel will then recommended the rank-ordered shortlist of the best-qualified consultants.

There will be a single final list of at least four (4) firms. In accordance with A.R.S. §41-2581, Gila County will enter into negotiations with the top ranked firms and execute contracts upon completion of negotiation of fees and contract terms. If Gila County is unsuccessful in negotiating a contract with a top ranked team in the final list, Gila County may then negotiate with the next firm(s) in successive order.

Section G. Special Instructions to Offerors

1. Offeror's Contacts:

- 1.1. All questions regarding this SOQ, including technical specifications, Scope of Work, proposal process, etc., must be directed to Gila County Procurement.

2. Proposal Preparation:

- 2.1. An authorized representative of the Offeror will sign proposals. All information requested must be submitted. Failure to submit all information requested may result in a lower evaluation or rejection of the proposal.
- 2.2. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the SOQ. Emphasis should be on the completeness and clarity of content. Gila County will not provide any reimbursement for the cost of developing, demonstrating or presenting proposals in response to this SOQ.

3. Proposal Delivery and Opening:

- 3.1. The name of each Offeror will be publicly available. All information contained in the proposals will be confidential so as to avoid disclosure of contents prejudicial to competing Offerors during the process of evaluation and negotiation. Proposals will not be subject to public inspection until after contract award.
- 3.2. Proposal Acceptance Period: The proposal will be binding upon the Offeror for a period of seventy five (75) calendar days following the proposal due date.
- 3.3. All material submitted in accordance with this solicitation becomes the property of Gila County and will become a matter of public record subsequent to award of a contract.

4. Proposal Format:

The material should be in sequence and related to the SOQ. Gila County will not provide any reimbursement for the cost of developing or presenting proposals in response to this SOQ. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal should include at least the following information:

Please keep in mind that the following points are assigned based on your organization's response for section 4.1-4.3:

- Project Manager's Qualifications (Maximum 40 Points)
- Design Philosophy, Process, QA/QC (Maximum 25 Points)
- Project Experience (Maximum 25 Points)
- Overall Quality of Proposal (Maximum 10 Points)

4.1. Experience/Expertise/Reliability:

The proposal should contain the following:

Experience and reliability of the offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this SOQ. Specifically, the offeror should provide the following information:

The Offeror will use the following topics to describe in detail, their education levels, skill levels and knowledge levels acquired as it relates to the purpose of this SOQ. Whenever possible, the offeror's responses should include specific information such as dates, locations, any certifications and whether any training or education was formal or informal.

Provide a listing of projects completed in the past 3 years that supports the consistent quality of your trade and demonstrates the type of projects completed.

4.2. Firm's Demonstrated Expertise:

The Offeror will use the following topics to describe in detail, their education levels, skill levels and knowledge levels acquired as it relates to the purpose of this SOQ. Whenever possible, the offeror's responses should include specific information such as dates, locations, any certifications and whether any training or education was formal or informal.

- 4.2.1. The Offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used in a Gila County project. Identify who will be the primary contact for Gila County for providing project cost estimates and project management.
- 4.2.2. The Offeror should provide a resume and any additional data demonstrating construction and public works contracting expertise related to previous work assignments which are relevant to this SOQ for each of the key personnel to be assigned to a project. Include project managers, superintendents and tradesmen and other critical staff members. Identify if any of these key personnel have worked for Gila County under another contract with your firm or under another contract with other companies. Also identify the result of such a contract.
- 4.2.3. The proposal may include any additional information that reflects on the offeror's expertise level in the field of general contracting.

4.3. Method of Approach:

- 4.3.1. The Offeror should present a proposed method of satisfying the requirements of the Scope of Work as specified herein.
- 4.3.2. The Offeror may utilize a written narrative or any other printed technique to demonstrate his ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions

to problems, and plans of proposed action. The usage of technical language should be minimized and used only to describe a technical process.

5. Cost Proposal:

Price is not to be included in this statement of qualifications process. Gila County will enter into negotiations with the top ranked firms and execute contracts upon completion of negotiation of fees and contract terms. If Gila County is unsuccessful in negotiating a contract with the top ranked firms in the final list, Gila County may then negotiate with the next firm(s) in successive order until the contracts are executed, or Gila County may decide to terminate the selection process.

6. Interviews:

The offers selected by the evaluation committee based on the Statement of Qualifications provided may be requested to participate in an interview by the evaluation committee. Those offers invited to participate in interviews, which will be no more than four (4), will receive a written notification. Interviews will center on the offer's ability to provide the required services, answer questions in a relevant and informative manner and the committee's overall impression of the interview. Interviews will be scored in accordance with these expectations and the resulting scores will be added to the Statement of Qualification scores for a total ranking of offers.

7. Selection Process:

The highest ranking four (4) qualified offers based on the combined Statement of Qualification and Interview scores will comprise the final list of qualified offers.

8. Discussion:

In accordance with A.R.S. §41-2581, after the initial receipt of proposals, discussions and interviews may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.

9. Negotiations:

In accordance with A.R.S. §41-2581, negotiations may occur with offerors on the final list.

Section H. Cancellation of County Contracts

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

Further, the Contractor must certify there is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.

The Contractor must furnish names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal

The Contractor must certify that their firm is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The Contractor agrees to notify the County of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Section I. Israel Boycott Certification

Contractor must certify that they are not currently engaged in and will not, for the duration of agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of agreement.

Section J. Immigration Law Compliance Warranty

As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

Section K. Insurance Indemnification Clause:

The Consultant hereby agrees to defend, indemnify and hold harmless the County, any of its departments, agencies, officers, or employees (hereinafter referred to as "Indemnatee") from and against any and all damages, actions, losses, claims or liabilities and expenses (including reasonable attorney's fees, court costs, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Architect/Designer or any of its owners, officers, directors, agents, employees or sub-consultants. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Consultant from and against any all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

INSURANCE REQUIREMENTS:

Consultant and sub-consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or sub-consultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant is free to purchase such additional insurance as may be determined necessary.

The insurance requirements have been modified due to the status of Small Business as being a sole proprietorship with small scopes of work on Gila County projects. The County Attorney's office has agreed to waive the insurance requirements for Commercial General Liability, Automobile Liability and Worker's Compensation and Employer's Liability under the following conditions:

- The Consultant works from his or her home and has no one going to his or her home on County business.
- The Consultant sets his or her own schedule.
- The Consultant uses his or her own tools and controls her own work products.
- The size of a single project does not exceed \$2,000,000 with an annual aggregate amount not to exceed \$2,000,000.

Should a project exceed \$2,000,000, additional insurance requirements shall be required and a new contract shall be signed.

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

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

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

- General Aggregate \$1,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language:
"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".
- b. **Consultant's sub-consultants** shall be subject to the same minimum requirements identified above.

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

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

- a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a **waiver of subrogation** against the County of Gila.

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

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Betty Hurst** bhurst@gilacountyaz.us and shall be sent by certified mail, return receipt requested to Gila County Procurement 1400 E. Ash Street, Globe, AZ 85501.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Betty Hurst** bhurst@gilacountyaz.us or **1400 E. Ash St., Globe, AZ 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUB-CONSULTANTS:** All required sub-consultants' certificates and endorsements are to be received and approved by the County before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Section L. Response Certification

(DATE)

The undersigned certifies that to the best of his or her knowledge: (check one)

- ☐ There is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.
- ☐ The names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal

The undersigned further certifies that their firm (check one) ☐ **IS** or ☐ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the County of any change in this status, shall one occur, until such time as an award has been made under this procurement action.

In compliance with Statement of Qualifications No. Space Needs Assessment and Conceptual Plan Engineering Analysis, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such services in accordance with the specifications/scope of work according to the Proposal submitted or as mutually agreed upon by subsequent negotiation.

Signature of Principal

Print

Firm Name

Title

Mailing Address

Phone Number

Signatures Required of Gila County

Board of Supervisors

Chairman
Chairman of the Board

Date

Attest:

Marian Sheppard
Clerk of the Board

Approved as to Form:

The Gila County Attorney's Office

ARF-6467

Regular Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 02/16/2021

Submitted For: Daren Frank, Facilities Director

Submitted By: Brittnia Morrissey, Facilities Administrative Assistant

Department: Facilities Management

Information

Request/Subject

Reinstatement of user fees for activities/events at the Gila County Fairgrounds.

Background Information

The Fairgrounds event fees excluding the refundable and nonrefundable deposits in the amount of \$175, and the RV park user fee of \$15.00 per day were suspended in October of 2016. The Facilities Department would like to reinstate the previously used fees. The fees are as follows:

Exhibit Hall	\$350.00 first day, each additional day \$250.00
Commercial Hall	\$200.00 first day, each additional day \$100.00
ATV Grounds	\$75.00 per day, \$300.00 per week (5 days)
Rodeo Arena	First Day - \$1,200.00 + set-up charges, \$150.00 each additional day
Grandstand Area	First Day - \$500.00, \$150.00 each additional day
Livestock Shed A (60x120)	\$150.00 per day
Livestock Shed B (80x120)	\$150.00 per day
Livestock Shed C (30x120)	\$150.00 per day
Horse Stall(s) (per Stall)	\$10.00 per day
Car Track &/or Motor Cross	\$150.00 per day

Evaluation

At this time, staff feels it is in the best interest to reinstate the previously used fee schedule. Further evaluation of the fee schedule may take place at a later date. This may lead to a request to adjust the fee schedule. However, utilizing the previous fee schedule for the time being will be the quickest route to implementing Fairgrounds usage fees.

Conclusion

The previous fee schedule will be reinstated as well as utilize the previous Level 1, 2 and 3 Fairgrounds Use Applications.

Recommendation

The Facilities Director recommends reinstating user fees at the Gila County Fairgrounds. Fees are as follows:

Exhibit Hall	\$350.00 first day, each additional day \$250.00
Commercial Hall	\$200.00 first day, each additional day \$100.00
ATV Grounds	\$75.00 per day, \$300.00 per week (5 days)
Rodeo Arena	First Day - \$1,200.00 + set-up charges, \$150.00 each additional day
Grandstand Area	First Day - \$500.00, \$150.00 each additional day
Livestock Shed A (60x120)	\$150.00 per day
Livestock Shed B (80x120)	\$150.00 per day
Livestock Shed C (30x120)	\$150.00 per day
Horse Stall(s) (per Stall)	\$10.00 per day
Car Track &/or Motor Cross	\$150.00 per day

Suggested Motion

Information/Discussion/Action to reinstate all user fees for activities/events at the Gila County Fairgrounds located in Globe, AZ per the Gila County Fairgrounds User Fees Schedule dated February 16, 2021. **(Daren Frank)**

Attachments

Exhibit A FG Fees

Exhibit A
Gila County Fairgrounds User Fees
February 16, 2021

Exhibit Hall	\$350.00 first day, each additional day \$250.00
Commercial Hall	\$200.00 first day, each additional day \$100.00
ATV Grounds	\$75.00 per day, \$300.00 per week (5 days)
Rodeo Arena	First Day - \$1,200.00 + set-up charges, \$150.00 each additional day
Grandstand Area	First Day - \$500.00, \$150.00 each additional day
Livestock Shed A (60x120)	\$150.00 per day
Livestock Shed B (80x120)	\$150.00 per day
Livestock Shed C (30x120)	\$150.00 per day
Horse Stall(s) (per Stall)	\$10.00 per day
Car Track &/or Motor Cross	\$150.00 per day
Refundable Deposit	\$ 125.00 per event
Nonrefundable Deposit	\$ 50.00 per event
RV Park Fee	\$150.00 per day

ARF-6469

Regular Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 02/16/2021

Submitted By: Jacque Sanders, Deputy County Manager/Librarian

Department: Deputy County Mgr/Library District

Information

Request/Subject

Approval of a letter from the Board of Supervisors to Senator Mark Kelly regarding initial federal issues and priorities.

Background Information

Senator Mark Kelly held an informational Zoom work session with members of the Board of Supervisors and staff on February 4, 2021, to discuss Covid-19 response and issues as well as gain insight into Gila County infrastructure issues as they relate to federal land and jurisdiction. Senator Kelly requested that the Gila County Board of Supervisors send to him a letter briefly outlining in a paragraph the topics discussed along with requests for assistance with the topics discussed as soon as practicable.

Given that Gila County is comprised of nearly 95% federal and tribal lands, there are many, many federal issues that could be addressed. The work session of February 23, 2021 will cover many of the federal opportunities and issues, review the federal priorities from past years and will provide an opportunity to prioritize the County's federal priorities and action plan with the County's federal lobbyist for 2021.

Evaluation

Staff has created a draft letter for consideration by the Board addressed to Senator Kelly, summarizing the discussion and providing an initial federal priority requests. This agenda item provides the opportunity for Board members to discuss and approve the letter to Senator Kelly.

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to approve a letter from the Board of Supervisors to Senator Mark Kelly outlining Gila County's initial concerns and areas for opportunities related to COVID-19 response and potential infrastructure needs. **(Jacque Sanders)**

Attachments

Draft Letter to Senator Kelly Feb 2021

Steve Christensen, District I
610 E. Hwy 260, Payson, 85547
(928) 474-7101
schristensen@gilacountyaz.gov

Tim R. Humphrey, District II
(928) 402-8753
thumphrey@gilacountyaz.gov

Woody Cline, District III
(928) 402-4401
wcline@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS
1400 E. Ash Street
Globe, Arizona 85501

W. James Menlove
County Manager
(928) 402-4257
jmenlove@gilacountyaz.gov

Marian Sheppard,
Clerk of the Board of Supervisors
(928) 402-8757
msheppard@gilacountyaz.gov

February 16, 2021
The Honorable Mark Kelly
United States Senate
Dirksen Senate Office Building, Suite B40B
Washington, DC 20510

Dear Senator Kelly,
Thank you for spending time with us and the opportunity to provide our initial federal infrastructure priorities and issues. This letter documents our discussion of February 4, 2021.

- **Covid 19 Issues:**

Our County Health Department in partnership with local health providers has been working very hard to ensure that residents are receiving vaccinations in a timely fashion. Residents are frustrated with the limited supply of vaccine, and the inconsistent messaging regarding which groups are eligible to sign up and receive the vaccine. We support efforts to get more vaccine to Gila County and additional resources to get the vaccines administered to residents.

Our local small businesses are struggling to survive. Assistance for small businesses to remain in operation and continue to provide employment is essential and urgent.

- **Broadband Expansion**

As you experienced firsthand with our Zoom meeting dropping Supervisor Christensen, Gila County does not have and urgently needs the reliable broadband necessary to function in today's technologically dependent environment for education, telemedicine, business and government.

- **Critical Access: Forest Roads needing improvement and paving for safety security of residents:**

Forest Highway 512 provides access from Highway 260 to the community of Young across national forest land. While improvements and paving projects have been accomplished over the past 23 years, 15 miles of this road are still unpaved and present a challenge and danger to the residents, emergency response vehicles, and commerce to this community. Tonto Forest Road 64 (Control Road) along with Tonto Forest Roads 29 and 32, provides necessary access for residents from Hwy 260 to Hwy 87, between the communities of Christopher Creek and Pine Arizona. If improved and paved, these significant roadways

would provide critical all-weather access for residents that are often stranded during weather events and wildfires as well as provide critical access for emergency responders. If paved, this would provide an important alternate route when either of the two highways become closed. Forest Road 60 (A Cross Road) connects the east side residents of Tonto Basin with Highway 288 along the north side of Roosevelt Lake and would provide emergency access and an alternate route, should Highway 188 become closed.

- **Re-Alignment of Wilderness Boundary to re-open Forest Road 203 (Cherry Creek Road)**
The Sierra Ancha Wilderness boundary as identified on maps takes in a portion of Forest Road 203 (Cherry Creek Road) which existed for decades prior to the wilderness designation and provides the only access for residents, landowners, and emergency responders to the area.

Once again, we appreciate you for reaching out and taking time to meet with us. We look forward to the opportunity to work together and will provide more complete information regarding our priorities on federal issues that benefit our mutual constituents at a later date.

Sincerely,

Tim R Humphrey, Chairman/ District II Supervisor

Steve Christensen, Vice Chairman/District I Supervisor

Woody Cline, District III Supervisor

ARF-6470

Regular Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 02/16/2021

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Department: County Attorney

Fiscal Year: 2021-2022

Budgeted?: No

Contract Dates 2021-2022

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

The Gila County Attorney requests that the Gila County Board of Supervisors authorize the Arizona Attorney General to represent Gila County in the matter of SOUTHWEST GAS CORPORATION, a California corporation, vs. ARIZONA DEPARTMENT OF REVENUE, an agency of the State of Arizona; COUNTIES OF: COCHISE, GILA, GRAHAM, GREENLEE, LA PAZ, MARICOPA, MOHAVE, PIMA, PINAL and YUMA, each of which is a political subdivision of the State of Arizona, TX 2020-001122.

Background Information

In the above-referenced litigation, Southwest Gas Corporation alleges that the full cash value and limited property value of certain its properties are erroneous. The lawsuit was served upon the Clerk of the Board of Supervisors on December 14, 2020.

Some of the property is located in Gila County and that is why Gila County is a defendant. However, that property is assessed by the Arizona Department of Revenue, which is also a defendant in the litigation.

The Arizona Attorney General represents the Arizona Department of Revenue and has offered to represent Gila County and the other counties.

Evaluation

The Arizona Attorney General represents the Arizona Department of Revenue, which assessed the properties. Its analysis of the facts and the law will be similar as to all counties; therefore, it stands in a good position to fairly represent Gila County.

Conclusion

The Gila County Board of Supervisors would do well to authorize the Arizona Attorney General to represent Gila County in this litigation.

Recommendation

The Gila County Attorney recommends that the Board authorize the Arizona Attorney General to represent Gila County in the litigation.

Suggested Motion

Information/Discussion/Action to vote to authorize the Arizona Attorney General to represent Gila County in SOUTHWEST GAS CORPORATION, a California corporation, vs. ARIZONA DEPARTMENT OF REVENUE, an agency of the State of Arizona; COUNTIES OF: COCHISE, GILA, GRAHAM, GREENLEE, LA PAZ, MARICOPA, MOHAVE, PIMA, PINAL and YUMA, each of which is a political subdivision of the State of Arizona, TX 2020-001122. **(Jeff Dalton)**

Attachments

Southwest Gas Complaint

Southwest Gas Summons

COPY

DEC 14 2020



CLERK OF THE SUPERIOR COURT
S. BARBA
DEPUTY CLERK

MOONEY, WRIGHT, MOORE & WILHOIT, PLLC

Paul J. Mooney (No. 006708)

Jim L. Wright (No. 010531)

The Mesa Tower, Suite 16000

1201 South Alma School Road

Mesa, Arizona 85210-1189

Telephone: (480) 615-7500

Email: pmooney@mwmwlaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF ARIZONA

ARIZONA TAX COURT

**SOUTHWEST GAS CORPORATION, a
California corporation,**

Plaintiff,

vs.

**ARIZONA DEPARTMENT OF REVENUE,
an agency of the State of Arizona; COUNTIES
OF: COCHISE, GILA, GRAHAM,
GREENLEE, LA PAZ, MARICOPA,
MOHAVE, PIMA, PINAL and YUMA, each
of which is a political subdivision of the State
of Arizona,**

Defendants.

No. TX2020-001122

**COMPLAINT AND NOTICE OF
PROPERTY TAX APPEAL**

(Property Tax)

Pursuant to A.R.S. §§ 42-16204 and 42-16207 *et seq.*, plaintiff, Southwest Gas Corporation (“Southwest Gas”), appeals to the Arizona Tax Court the valuation of its property for tax year 2021 as determined by the Arizona Department of Revenue (“ADOR”). In support of this Complaint and Notice of Appeal, Southwest Gas alleges:

I.

Southwest Gas is a California corporation, doing business in Arizona. At all times material hereto, Southwest Gas owned real and tangible personal property located within Cochise County, Gila County, Graham County, Greenlee County, La Paz County,

1 Maricopa County, Mohave County, Pima County, Pinal County and Yuma County in the
2 State of Arizona and which the Department identifies by taxpayer identification numbers
3 54-641, 64-641 and 65-641 (hereinafter, "the Subject Property").

4 II.

5 Defendant, ADOR is an agency of the government of the State of Arizona, created
6 and organized pursuant to A.R.S. §§42-1001, *et seq.* ADOR is charged with the duty of
7 determining annually the value of the taxable property owned by Southwest Gas, pursuant
8 to A.R.S. §§42-14151, *et seq.*

9 III.

10 Defendants, Cochise County, Gila County, Graham County, Greenlee County, La
11 Paz County, Maricopa County, Mohave County, Pima County, Pinal County and Yuma
12 County are political subdivisions of the State of Arizona and may be referred to
13 collectively hereinafter as "the Defendant Counties." ADOR and the Defendant Counties
14 are made defendants to this action pursuant to A.R.S. §42-16208(A). ADOR apportions
15 the value of all taxable property of gas utilities for which it has determined the valuation
16 to each taxing unit or district appearing upon the tax rolls of the Defendant Counties. The
17 Defendant Counties levy and collect property taxes for themselves and for each taxing
18 unit or district appearing upon their rolls in accordance with the values determined by
19 ADOR, as apportioned to each County by ADOR.

20 IV.

21 On or about August 31, 2020, ADOR determined the final tax year 2021 full cash
22 value of the Subject Property to be \$2,679,921,000, pursuant to its interpretation of the
23 statutory valuation methodology prescribed by A.R.S. §42-14154. Copies of ADOR's
24 final Notices of Value for the Subject Property are attached hereto as Exhibit A and
25 incorporated herein by this reference.

1 V.

2 Upon information and belief, for tax year 2021, the statutory full cash value of the
3 Subject Property, as determined by ADOR using the method prescribed by A.R.S. §42-
4 14154, is excessive and unreasonable.

5 VI.

6 For tax year 2021, the aggregate full cash value of the Subject Property, as set by
7 ADOR, is excessive and inequitable because, among other reasons: (1) ADOR valued the
8 Subject Property solely pursuant to the statutory methodology prescribed by A.R.S. §42-
9 14154, which valuation is excessive because (a) it exceeds the “market value” of the
10 Subject Property, as determined using standard appraisal methods and techniques, in
11 direct contravention of A.R.S. §42-11001(6), and (b) it exceeds the statutory value if that
12 value is properly computed at no more than market value, under A.R.S. §42-14154.

13 VII.

14 Based on a fair market value appraisal of the Subject Property as of January 1,
15 2020, Southwest Gas believes the market value of the Subject Property is no greater than
16 \$1,255,000,000.

17 VIII.

18 Pursuant to A.R.S. § 42-13301, a reduction in the full cash value of the Subject
19 Property for tax year 2021 will require a reduction in the limited property value as well.

20 IX.

21 Upon information and belief, the property taxes assessed against the Subject
22 Property for tax year 2021 will be based upon excessive full cash and limited property
23 values. As a result of these overvaluations, Southwest Gas will have to pay more taxes
24 than would legally have been collected if the Subject Property had been valued properly.
25 Therefore, pursuant to A.R.S. §§ 42-16213 and 42-16214, Southwest Gas is entitled to
26 have the 2021 tax rolls in each County corrected to reflect the correct full cash values and

1 limited property values, and to receive a refund of any taxes levied, assessed and paid
2 based on the Department's excessive tax year 2021 full cash value.

3 VII.

4 Because this action involves the assessment and/or collection of taxes, in the event
5 that Southwest Gas prevails by an adjudication on the merits of this case, it is entitled to
6 recover its reasonable attorneys' fees and any expert witness expenses, pursuant to A.R.S.
7 §12-348(B) and (I), together with its taxable costs under A.R.S. §§12-332 and 12-341.

8 WHEREFORE, Southwest Gas requests that this Court:

- 9 1. Determine and fix the full cash value and limited property value of the
10 Subject Property for tax year 2021;
- 11 2. Render judgment that Southwest Gas have and recover from the Defendant
12 Counties a refund in the amount of any excess taxes paid on account of the 2021 full cash
13 value and limited property value as determined by this Court, together with interest
14 thereon at the legal rate from the date of payment by Southwest Gas until refunded in full;
- 15 3. Award Southwest Gas its attorneys' fees and expert witness fees incurred
16 pursuant to A.R.S. §12-348, as well as its taxable costs; and
- 17 4. Grant such further relief as the Court may deem proper.

18 DATED this 14th day of December, 2020.

19 MOONEY, WRIGHT, MOORE & WILHOIT, PLLC

20 By: /s/ Paul J. Mooney

21 Paul J. Mooney

22 Jim L. Wright

23 Attorneys for Plaintiff

STATE OF ARIZONA

***Department of Revenue
Local Jurisdictions District
Fax (602) 542-4425***



***Douglas A. Ducey
Governor***

***Carlton Woodruff
Director***

Monday, August 31, 2020

54-641
SOUTHWEST GAS CORPORATION (T&DO)
Matt Nelson
PO BOX 98510 LVC-400
LAS VEGAS, NV 89193 8510

NOTICE OF DECISION

TAX YEAR 2021

The FINAL FULL CASH VALUE of your operating property located in Arizona is:

\$2,645,186,000

If the property owner is not satisfied with the FULL CASH VALUE stated above, an appeal may be filed with the State Board of Equalization (602) 364-1600 by filing a petition that is postmarked on or before October 1, 2020.

The valuation date for the above value is January 1, 2020.

The value will not be used for property tax purposes until 2021.

Taxes will be due as follows:

First half due: October 1, 2021

Second half due: March 1, 2022

If you have questions regarding this notice, please contact Shawn Casey at (602) 716-6290.

STATE OF ARIZONA

**Department of Revenue
Local Jurisdictions District
Fax (602) 542-4425**



**Douglas A. Ducey
Governor**

**Carlton Woodruff
Director**

Monday, August 31, 2020

65-641
SOUTHWEST GAS CORPORATION (CWIP)
BYRON C. WILLIAMS
PO BOX 98510 LVC-400
LAS VEGAS, NV 89193 8510

NOTICE OF DECISION

TAX YEAR 2021

The FINAL FULL CASH VALUE of your operating property located in Arizona is:

\$34,623,000

If the property owner is not satisfied with the FULL CASH VALUE stated above, an appeal may be filed with the State Board of Equalization (602) 364-1600 by filing a petition that is postmarked on or before October 1, 2020.

The valuation date for the above value is January 1, 2020.

The value will not be used for property tax purposes until 2021.

Taxes will be due as follows:

First half due: October 1, 2021

Second half due: March 1, 2022

If you have questions regarding this notice, please contact Shawn Casey at (602) 716-6290.

STATE OF ARIZONA

*Department of Revenue
Local Jurisdictions District
Fax (602) 542-4425*



*Douglas A. Ducey
Governor*

*Carlton Woodruff
Director*

Monday, August 31, 2020

64-641
SOUTHWEST GAS CORPORATION (EPF)
BYRON C. WILLIAMS
PO BOX 98510 LVC-400
LAS VEGAS, NV 89193 8510

NOTICE OF DECISION

TAX YEAR 2021

The FINAL FULL CASH VALUE of your operating property located in Arizona is:

\$112,000

If the property owner is not satisfied with the FULL CASH VALUE stated above, an appeal may be filed with the State Board of Equalization (602) 364-1600 by filing a petition that is postmarked on or before October 1, 2020.

The valuation date for the above value is January 1, 2020.

The value will not be used for property tax purposes until 2021.

Taxes will be due as follows:

First half due: October 1, 2021

Second half due: March 1, 2022

If you have questions regarding this notice, please contact Shawn Casey at (602) 716-6290.

Rec'd. by certified mail
12-28-20
Scanned & emailed to:
J. Williams
J. Dalton
J. Menlove
J. Sanders
S. Jensen

MOONEY, WRIGHT, MOORE & WILHOIT, PLLC

Paul J. Mooney (No. 006708)

Jim L. Wright (No. 010531)

1201 South Alma School Road, Suite 16000

Mesa, Arizona 85210

Phone: (480) 615-7500

Fax: (480) 615-7504

Email: pmooney@mwmwlaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF ARIZONA

ARIZONA TAX COURT

**SOUTHWEST GAS CORPORATION, a
California corporation,**

Plaintiff,

vs.

**ARIZONA DEPARTMENT OF REVENUE,
an agency of the State of Arizona; COUNTIES
OF: COCHISE, GILA, GRAHAM,
GREENLEE, LA PAZ, MARICOPA,
MOHAVE, PIMA, PINAL and YUMA, each
of which is a political subdivision of the State
of Arizona,**

Defendants.

No. TX2020-001122

SUMMONS

(Property Tax)

If you would like legal advice from a lawyer,
Contact the Lawyer Referral Service at
602-257-4434
or
www.maricopalawyers.org
Sponsored by the
Maricopa County Bar Association

THE STATE OF ARIZONA TO THE DEFENDANT:

GILA COUNTY

YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within 20 days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona - whether by direct service, by registered or certified mail, or by publication - you shall appear and defend within 30 days after the service of the Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this state,

1 the insurer shall not be required to appear, answer or plead until expiration of 40 days
2 after date of such service upon the Director. Service by registered or certified mail
3 without the State of Arizona is complete upon receipt. Service by publication is complete
4 30 days after the date of first publication. Direct service is complete when made. Service
5 upon the Arizona Motor Vehicle Superintendent is complete 30 days after filing the
6 Affidavit of Compliance and return receipt or Officer's Return. **Rules 4, 4-1, 4-2 and 12**
7 **A.R.C.P.; A.R.S. §§ 20-22, 28-502 AND 28-503.**

8 **YOU ARE HEREBY NOTIFIED** that in case of your failure to appear and defend
9 within the time applicable, judgment by default may be rendered against you for the relief
10 demanded in the Complaint.

11 **YOU ARE CAUTIONED** that in order to appear and defend, you must file an
12 Answer or proper response in writing with the Clerk of this Court, accompanied by the
13 necessary filing fee, within the time required, and you are required to serve a copy of any
14 Answer or response upon the Plaintiffs' attorney. **Rules 5 and 10(d) A.R.C.P.; A.R.S.**
15 **§ 12-311.**

16 Requests for reasonable accommodation for persons with disabilities must be made
17 to the division assigned to the case by the party needing accommodation or his/her
18 counsel at least three (3) judicial days in advance of a scheduled proceeding. Requests for
19 an interpreter for persons with limited English proficiency must be made to the division
20 assigned to the case by the party needing the interpreter and/or translator or his/her
21 counsel at least ten (10) judicial days in advance of a scheduled court proceeding. **Rule**
22 **2.5, Local Rules of Practice.**

23 Request for reasonable accommodation for persons with disabilities must be made
24 to the court by parties at least 3 working days in advance of a scheduled court proceeding.
25 **Rule 4(b)(1)(F) A.R.C.P.**

26 The name and address of Plaintiff's attorney is:

MOONEY, WRIGHT, MOORE & WILHOIT, PLLC
1201 South Alma School Road, Suite 16000
Mesa, AZ 85210
(480) 615-7500

SIGNED AND SEALED this date:

Clerk **COPY**

By _____ DEC 14 2020

Deputy Clerk



CLERK OF THE SUPERIOR COURT
S. BARBA
DEPUTY CLERK

ARF-6462

Consent Agenda Item 5. A.

Regular BOS Meeting

Meeting Date: 02/16/2021

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Cooperative Extension Advisory Board Reappointment

Background Information

A.R.S. §3-124-County agricultural extension board; members; appointment; term; qualifications; office space states, *“The board of supervisors shall appoint 7 persons, who are residents of the county, to a county agricultural extension board, 4 of whom have as their principal business the production of agricultural commodities, and the other 3 of whom shall be representative of organizations or persons who utilize the county agricultural extension services.”*

Each member shall be appointed for a term of two years.

Clark Richins' most recent term of office began on January 1, 2019 through December 31, 2020. He represents principal business on the Gila County Cooperative Extension Advisory Board and he has agreed to continue serving for another two-year term of office through December 31, 2022. Mr. Richins is an asset to the Advisory Board as he has served for the past 20 years.

Evaluation

The Board of Supervisors appoints members to this Advisory Board. Mr. Richins has agreed to serve another 2-year term of office through December 31, 2022.

Conclusion

The Board of Supervisors needs to consider reappointing Clark Richins to the Gila County Cooperative Extension Advisory Board of Directors for a 2-year term office, which began on January 1, 2021 through December 31, 2022.

Recommendation

The Gila County Cooperative Extension Advisory Board recommends that the Board of Supervisors reappoint Mr. Richins.

Suggested Motion

Approval to reappoint Mr. Clark Richins as a governing board member of the Gila County Cooperative Extension Advisory Board for the term of office which began January 1, 2021 through December 31, 2022.

Attachments

Gila County Cooperative Extension Advisory Board Member List

GILA COUNTY COOPERATIVE EXTENSION ADVISORY BOARD
(Proposed to the BOS on 2-16-21)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Clark Richins (Principal Business)	B	C (02-16-21)	20 years	01/01/21-12/31/22	01/01/21-12/31/22
Janet Brandt (Utilizes County Ag. Extension Services)	B	A (12/03/19)	-	01/01/20-12/31/21	01/01/20-12/31/21
Ben Dalmolin (Principal Business)	B	C (11/05/19)	1 year, 3 months	01/01/20-12/31/21	01/01/20-12/31/21
Marsha Fitzhugh (Youth Programs – 4-H)	B	A (01/08/19)	-	01/01/19-12/31/20	01/01/20-12/31/21
Dorine Prine (Principal Business)	B	C (11/05/19)	1 year, 3 months	01/01/20-12/31/21	01/01/20-12/31/21
Mike Henderson (Utilizes County Ag Extension Services)	B	C (11/05/19)	1 year, 3 months	01/01/20-12/31/21	01/01/20-12/31/21
Twila Cassadore (Principal Business)	B	C (11/05/19)	3 years, 2 months	01/01/20-12/31/21	01/01/20-12/31/21

1 Appointment Information:

A. A.R.S. §3-124-County agricultural extension board; members; appointment; term; qualifications; office space states, *“The board of supervisors shall appoint 7 persons, who are residents of the county, to a county agricultural extension board, 4 of whom have as their principal business the production of agricultural commodities, and the other 3 of whom shall be representative of organizations or persons who utilize the county agricultural extension services.”*

B. Each member shall be appointed for a term of 2 years.

C. The University of Arizona, College of Agriculture and Life Sciences, administers all cooperative extension programs throughout the state.

2 Appointment Designation:

A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

B. Supervisory Appointment: Member unrestricted by district.

C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E. Alternate Members: As defined by individual committee criteria.

3 Appointment Type

A. New Appointment

B. Existing vacancy created by (provide name)

C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-6464

Consent Agenda Item 5. B.

Regular BOS Meeting

Meeting Date: 02/16/2021

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Northern Gila County Range Commission Appointment.

Background Information

The Northern Gila County Range Commission was created by the Board of Supervisors on April 6, 1981 by Resolution No.81-4-1 for the purpose of managing a parcel of property owned by the U.S. Forest Service and of which Gila County has been issued a Special Permit so that the County may construct, operate and maintain a public target range including range facilities for rifle, pistol, shotgun and archery; and day use recreation facilities. The Commission is comprised of 3 members who serve 3-year terms of office. As of January 1, 2021, there is a vacancy on the Commission.

Evaluation

Mr. Vern Leis is willing to fill the vacancy for a 3-year term of office.

Conclusion

This Commission was established by the Board of Supervisors; therefore, any changes to the governing board members must be made by the Board of Supervisors.

Recommendation

It is recommended that the Board of Supervisors appoint Vern Leis to serve on the Commission from February 16, 2021 through December 31, 2023. The 3-year term of office began on January 1, 2021.

Suggested Motion

Approval to appoint Mr. Vern Leis as a governing board member of the Northern Gila County Range Commission through December 31, 2023.

Attachments

Northern Gila County Range Commission Member List

NORTHERN GILA COUNTY RANGE COMMISSION
(Proposed to the BOS on 2-16-21)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Vern Leis	B	B (02-16-21)	-	02/16/21-12/31/23	01/01/21-12/31/23
David (Smokey) Slaughter	B	C (11/05/19)	10 years, 8 mos. (approx.)	01/01/20-12/31/22	01/01/20-12/31/22
Charles Thompson	B	C (10/30/18)	8 months	01/01/19 -12/31/21	01/01/19-12/31/21

¹ Appointment Information:

- A. Date of creation: April 6, 1981, by Gila County Resolution No. 81-4-1.
- B. Purpose: To manage a parcel of property owned by the U.S. Forest Service and of which Gila County has been issued a Special Use Permit so that the County may construct, operate and maintain a public target range including range facilities for rifle, pistol, shotgun and archery; and day use recreation facilities.
- C. The Commission is comprised of 3 members, who are appointed by the Board of Supervisors to serve 3-year terms of office. The initial Commission was established so that each member's term of office is one year apart.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-6465

Consent Agenda Item 5. C.

Regular BOS Meeting

Meeting Date: 02/16/2021

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Personnel Commission Reappointment

Background Information

Teresa Williams' term of office on the Gila County Personnel Commission expired on December 31, 2020. Ms. Williams was asked and has agreed to serve another term of office which is four years.

Michael Ferreira's term of office also expired on December 31, 2020. He declined an invitation to be reappointed for another 4-year term of office; therefore, a vacancy exists for the new term that began on January 1, 2021 through December 31, 2024.

Evaluation

Mr. Williams has agreed to serve another term of office on the Commission for the term that began on January 1, 2021 through December 31, 2024.

Conclusion

The Board of Supervisors is the statutory appointing authority that appoints members to the Commission, so it is being requested of the Board to reappoint Ms. Williams.

Recommendation

H.R. Department staff recommend that the Board of Supervisors reappoint Ms. Williams for a 4-year term of office on the Commission.

Suggested Motion

Approval to reappoint Ms. Teresa Williams as a governing board member of the Gila County Personnel Commission for the term of office which began on January 1, 2021 through December 31, 2024.

Attachments

Gila County Personnel Commission Member List

GILA COUNTY PERSONNEL COMMISSION
(Proposed to the BOS on 2-16-21)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
David Lagunas	B-Democrat	C (10/30/18)	5 years, 1 month	01/01/19-12/31/22	01/01/19-12/31/22
Teresa Williams	B-Republican	C (02/16/21)	2 years, 10 months	01/01/21-12/31/24	01/01/21-12/31/24
Jaime Escobedo*	B-Democrat	C (12/17/19)	3 years, 11 months	01/01/20-12/31/23	01/01/20-12/31/23
VACANT	B-			?-12/31/24	01/01/21-12/31/24
Lori Andrade	B-Independent	C (02/02/16)	5 years, 2 months	01/01/20-12/31/23	01/01/20-12/31/23

*Mr. Escobedo is the Chairman of the Personnel Commission through December 31, 2023, and he has prior experience working in law enforcement.

¹ Appointment Information:

- A. Date of creation: On October 22, 1979, the Board of Supervisors adopted Resolution No. 78-10-8 establishing a Personnel Policy which included establishing a Personnel Commission at that same time.
- B. The Personnel Commission was also established in accordance with A.R.S. §11-353 (A) which states, "The commission shall consist of five members, each of whom shall hold office for a term of four years and until his successor is appointed and qualified. Of the members first appointed, two shall serve for a two-year term two for a three-year term and one shall serve a four-year term, and such members shall determine by lot the length of their terms.
- C. A.R.S. §11-353 (B) states "Members of the commission shall be selected from among the qualified electors of the county. No more than three of such members shall be from the same political party.
- D. Gila County Policy No. BOS-HRS-625 - Personnel Commission states "At least one member shall have prior work experience in the law enforcement or probation field."

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-6444

Consent Agenda Item 5. D.

Regular BOS Meeting

Meeting Date: 02/16/2021

Reporting Period: For the month of January 2021

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources Department Monthly Reports for January 2021.

Suggested Motion

Approval of the monthly activity reports submitted by the Human Resources Department for January 2021.

Attachments

HR Summary Report

01/05/21 Human Resources Report

01/12/21 Human Resources Report

01/19/21 Human Resources Report

01/26/21 Human Resources Report

Human Resources Action Items

Date

Feb-21

Apr-21

1 Jun-21

Aug-21

Oct-21

Dec-21

[illegible]

HUMAN RESOURCES ACTION ITEMS
JANUARY 5, 2021

DEPARTURES:

1. Svanhildur Jafetsdottir - Community Development - Environmental Engineer Specialist - 12/18/20 - General Fund - DOH 07/31/98
2. Charles Shire - County Attorney's Office - Deputy County Attorney Senior-Civil - 01/03/21 - General Fund - DOH 11/27/17
3. Lauren Lopez - Health and Emergency Services - Summer Youth Participant - 12/04/20 - Expanded Lab Capacity Fund - DOH 06/08/20

NEW HIRES:

4. Mary Bystricky - County Attorney's Office - Deputy County Attorney - 01/18/21 - General Fund - Replacing Ryan Alcorn
5. Tammy Guevara - Health and Emergency Services - Community Health Specialist - 01/04/21 - WIC Fund - Replacing Veronica Hernandez

DEPARTMENTAL TRANSFERS:

6. Thersea Mikeworth - County Attorney's Office - From Legal Secretary - To Legal Secretary Senior - 01/04/21 - General Fund - Replacing Melanie Howell
7. Jessica Scibelli - County Attorney's Office - From Deputy County Attorney - To Deputy County Senior-Civil - 01/04/21 - From Drug Prosecution Grant Fund - To General Fund - Replacing Charles Shire

OTHER ACTIONS:

8. Maria Cook - County Attorney's Office - Temporary Clerk - 01/01/21 - County Attorney Residual Fund - Arizona minimum wage increase

HUMAN RESOURCES ACTION ITEMS
JANUARY 12, 2021

DEPARTURES:

1. Michael Woods - Public Works - Automotive Service Worker - 12/30/20 - Public Works Fund - DOH 11/09/20
2. Patrick Cottrell - Sheriff's Office - Detention Officer - 12/28/20 - General Fund - DOH 05/10/10

NEW HIRES:

3. Marcos Oropeza - Sheriff's Office - Deputy Sheriff - 01/11/21 - General Fund - Replacing David Dixon
4. Lee Hughes - Public Works - Road Maintenance and Equipment Operator - 01/04/21 - Public Works Fund - Replacing Fernando Morales
5. Jaimee Hilgendorf - Health and Emergency Services - Communicable Disease Specialist - 01/11/21 - Expanded Lab Capacity Fund - Grant funded position
6. Joelle Van Wier - Health and Emergency Services - Communicable Disease Specialist - 01/25/21 - Expanded Lab Capacity Fund - Grant funded position
7. Christopher Hernandez - Public Works - Construction Project Manager - 02/01/21 - Public Works Fund - Replacing Clayton Johnson
8. Cynthia Castaneda - Clerk of Superior Court - Court Clerk - 01/25/21 - General Fund - Replacing Jennifer Byrne
9. Anna Guzman - Sheriff's Office - Public Health Nurse - 02/01/21 - General Fund - Replacing Leia Foehr
10. Debra Archuleta - Sheriff's Office - Detention Officer - 01/11/21 - General Fund - Reinstatement of employment

END PROBATIONARY PERIOD:

11. Adam Winget - Sheriff's Office - Deputy Sheriff - 10/28/20 - General Fund
12. Jenny Shults - Public Works - Road Maintenance and Equipment Operator - 01/26/21 - Public Works Fund
13. Rose Dice - Public Works - Recycling and Landfill Equipment Operator Senior - 01/26/21 - Recycling and Landfill Management Fund
14. Vincent Montoya - Public Works - Recycling and Landfill Equipment Operator Senior - 01/26/21 - Recycling and Landfill Management Fund
15. Brad Hicks - Public Works - Recycling and Landfill Equipment Operator Senior - 01/26/21 - Recycling and Landfill Management Fund

DEPARTMENTAL TRANSFERS:

16. Jessen Gillespie - Sheriff's Office - From Detention Officer - To Deputy Sheriff - 01/04/21 - General Fund - Replacing Phillip Smith
17. Matthew Binney - Sheriff's Office - From Deputy Sheriff Sgt. - To Undersheriff - 01/04/21 - General Fund - Replacing Michael Johnson
18. Matthew Havey - Sheriff's Office - From Deputy Sheriff - To Deputy Sheriff Sgt. - 01/04/21 - General Fund - Replacing David Hornung

OTHER ACTIONS:

19. Allison Torres - Community Services - Social Services Case Manager - 01/04/21 - Various Funds - Change in hours from 40 to 32 hours a week

HUMAN RESOURCES ACTION ITEMS

JANUARY 12, 2021

PAGE 2 OF 2

20. Michael Johnson - Sheriff's Office - From Acting Chief Deputy - To Chief Deputy - 01/04/21 - General Fund - Replacing Johnny Sanchez

REQUEST TO POST:

21. Treasurer's Office - Treasurer's Services Specialist - Vacated by Amanda Caldera
22. Public Works - Automotive Service Worker - Vacated by Michael Woods

HUMAN RESOURCES ACTION ITEMS
JANUARY 19, 2021

DEPARTURES:

1. Edwiges Guadiana - Globe Justice Court - Justice Court Clerk - 01/22/21 - General Fund - DOH
06/27/16
2. Glen Farnham - Public Works - General Services Manager - 04/02/21 - Fleet Management Fund - DOH
03/31/97

END PROBATIONARY PERIOD:

3. Jamie Roberts - Public Works - Road Maintenance and Equipment Operator - 02/03/21 - Public Works
Fund

REQUEST TO POST:

4. Public Works - General Services Manager - Vacated by Glen Farnham
5. Clerk of Superior Court - Court Clerk - Vacated by Karen Rubalcava
6. Globe Justice Court - Justice Court Clerk - Vacated by Edwiges Guadiana

HUMAN RESOURCES ACTION ITEMS
JANUARY 26, 2021

DEPARTURES:

1. Noemi Binney - Sheriff's Office - Records Clerk(.48) - 01/20/21 - General Fund - DOH 02/19/19
2. Adela Valenzuela - Public Fiduciary - Finance Specialist - 01/20/21 - General Fund - DOH 08/24/15
3. John Sloan - Sheriff's Office - Detention Officer - 01/16/21 - General Fund - DOH 01/04/21

NEW HIRES:

4. James Lahti - Sheriff's Office - Deputy Sheriff - 02/01/21 - General Fund - Replacing Jeff McClure
5. Stephen Christensen - Board of Supervisors - Supervisor District 1 - 01/12/21 - General Fund - Replacing Tommie Martin
6. Douglas Bassler - Sheriff's Office - Detention Officer - 02/01/21 - General Fund - Replacing Reina Gardner
7. Joseph Meza - Sheriff's Office - Detention Officer - 02/01/21 - General Fund - Replacing Arthur Decker

END PROBATIONARY PERIOD:

8. Robert Cizek - Public Works - Vehicle and Equipment Mechanic Senior - 02/12/21 - Public Works Fund
9. John Loos - Public Works - Automotive Mechanic - 02/03/21 - Fleet Management Fund
10. Adriean Rutledge - Clerk of Superior Court - Court Administrative Assistant - 01/21/21 - General Fund
11. Shawnelle Garcia - Clerk of Superior Court - Court Clerk - 01/21/21 - General Fund

DEPARTMENTAL TRANSFERS:

12. Amanda Caldera - From Treasurer's Office - To County Attorney's Office - From Treasurer Services Specialist - To Legal Secretary Senior - 01/18/21 - From General Fund - To Diversion Program CA Fund - Replacing Debra Overholt
13. Megan Cook - Sheriff's Office - From 911 Dispatcher - To Detention Officer - 02/01/21 - General Fund - Replacing Michael Teitsworth

REQUEST TO POST:

14. County Attorney's Office - Legal Secretary - Vacated by Thersea Mikeworth

ARF-6460

Consent Agenda Item 5. E.

Regular BOS Meeting

Meeting Date: 02/16/2021

Reporting Period: January 1, 2021 - January 31, 2021

Submitted For: Amber Warden, Accounting Manager

Submitted By: Amber Warden, Accounting Manager

Information

Subject

Finance reports/demands/transfers for the reporting period of January 1, 2021 through January 31, 2021.

Suggested Motion

Approval of finance reports/demands/transfers for the reporting period of January 1, 2021 through January 31, 2021.

Attachments

Finance Reports 01-01-2021 to 01-31-2021

Finance Reports 01-01-2021 to 01-31-2021 Voids

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
<u>Check</u>				
307186	01/04/2021	Accounts Payable	Alliant Arizona Propane, LLC	\$979.07
307187	01/04/2021	Accounts Payable	Arizona Planning & Paralegal Solutions	\$825.00
307188	01/04/2021	Accounts Payable	Arizona Public Service	\$319.38
307189	01/04/2021	Accounts Payable	AT&T	\$46.82
307190	01/04/2021	Accounts Payable	Bullion Plaza Cultural Center & Museum	\$10,000.00
307191	01/04/2021	Accounts Payable	CenturyLink	\$782.42
307192	01/04/2021	Accounts Payable	CenturyLink Business Services	\$2,671.80
307193	01/04/2021	Accounts Payable	Crafco	\$5,380.97
307194	01/04/2021	Accounts Payable	CYBERRISK ALLIANCE LLC	\$12,500.00
307195	01/04/2021	Accounts Payable	FedEx	\$19.40
307196	01/04/2021	Accounts Payable	Freelance Litigation Solutions	\$1,458.53
307197	01/04/2021	Accounts Payable	Fuelco Energy LLC	\$8,931.14
307198	01/04/2021	Accounts Payable	Guerrero, Michael	\$700.00
307199	01/04/2021	Accounts Payable	Henager Law Firm PLLC	\$8,316.72
307200	01/04/2021	Accounts Payable	Iron Mountain	\$310.05
307201	01/04/2021	Accounts Payable	Konica Minolta Business Solutions U.S.A. Inc.	\$188.93
307202	01/04/2021	Accounts Payable	KS StateBank	\$262.39
307203	01/04/2021	Accounts Payable	Lawman Investigations, LLC	\$184.50
307204	01/04/2021	Accounts Payable	LexisNexis Matthew Bender	\$175.80
307205	01/04/2021	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$708.63
307206	01/04/2021	Accounts Payable	McKesson Medical-Surgical Government Solutions LLC	\$15.70
307207	01/04/2021	Accounts Payable	MTE Communications	\$305.18
307208	01/04/2021	Accounts Payable	R&S Northeast LLC	\$222.46
307209	01/04/2021	Accounts Payable	Renee Kuhn Mitigation, LLC	\$2,772.00
307210	01/04/2021	Accounts Payable	Ripple , Denise	\$1,010.50
307211	01/04/2021	Accounts Payable	Southwest Gas	\$3,281.48
307212	01/04/2021	Accounts Payable	The Law Offices of Michael Ziemba	\$10,382.00
307213	01/04/2021	Accounts Payable	UniFirst Corporation	\$74.44
307214	01/04/2021	Accounts Payable	VERIZON WIRELESS	\$24,560.66

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

307215	01/04/2021	Accounts Payable	Waters Sparkletts of Payson, LLC	\$67.50
307216	01/05/2021	Accounts Payable	Advance Forensic Assessments, Inc	\$450.00
307217	01/05/2021	Accounts Payable	Advanced Controls Corporation	\$840.44
307218	01/05/2021	Accounts Payable	Alliant Arizona Propane, LLC	\$222.29
307219	01/05/2021	Accounts Payable	Atomic Pest Control LLC	\$70.50
307220	01/05/2021	Accounts Payable	Canyon Country Design Inc	\$5,005.00
307221	01/05/2021	Accounts Payable	Carolina Software Inc.	\$300.00
307222	01/05/2021	Accounts Payable	CenturyLink	\$412.25
307223	01/05/2021	Accounts Payable	City of Globe	\$8,121.09
307224	01/05/2021	Accounts Payable	Concentra Medical Centers	\$498.00
307225	01/05/2021	Accounts Payable	Cordant Health Solutions	\$123.75
307226	01/05/2021	Accounts Payable	CorEMR L.C.	\$250.00
307227	01/05/2021	Accounts Payable	CREASY, CHANCE	\$200.00
307228	01/05/2021	Accounts Payable	Crooked Sky Works	\$240.00
307229	01/05/2021	Accounts Payable	CRUZ, JOE, PAUL	\$1,150.00
307230	01/05/2021	Accounts Payable	Debrigida Law Offices PLLC	\$10,000.00
307231	01/05/2021	Accounts Payable	Diana G. Montgomery, PLLC	\$7,500.00
307232	01/05/2021	Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,000.00
307233	01/05/2021	Accounts Payable	Family Transitions	\$450.00
307234	01/05/2021	Accounts Payable	Gila Sweeping LLC	\$475.00
307235	01/05/2021	Accounts Payable	Healthcare Medical Waste Services, Inc.	\$158.63
307236	01/05/2021	Accounts Payable	Hillyard-Flagstaff	\$84.49
307237	01/05/2021	Accounts Payable	Iron Mountain	\$307.92
307238	01/05/2021	Accounts Payable	JCloud Law PLLC	\$6,000.00
307239	01/05/2021	Accounts Payable	Jonathan L. Warshaw	\$6,000.00
307240	01/05/2021	Accounts Payable	Law Offices of David W. Bell	\$3,000.00
307241	01/05/2021	Accounts Payable	LBISat LLC	\$144.00
307242	01/05/2021	Accounts Payable	Maxim Staffing Solutions	\$2,857.55
307243	01/05/2021	Accounts Payable	McCutcheon, Psy.D., PLLC, Jeni	\$1,200.00
307244	01/05/2021	Accounts Payable	OffenderWatch	\$37.40
307245	01/05/2021	Accounts Payable	Pinal County	\$93,750.00
307246	01/05/2021	Accounts Payable	Pine-Strawberry Water Improvement District	\$73.17
307247	01/05/2021	Accounts Payable	Salt River Project	\$837.28

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

307248	01/05/2021	Accounts Payable	Scott, Kyle	\$100.00
307249	01/05/2021	Accounts Payable	Service Plus	\$1,265.64
307250	01/05/2021	Accounts Payable	Sparkletts Water	\$27.00
307251	01/05/2021	Accounts Payable	State of Arizona	\$117,767.00
307252	01/05/2021	Accounts Payable	Tatum, Carter	\$200.00
307253	01/05/2021	Accounts Payable	Town of Payson	\$599.20
307254	01/05/2021	Accounts Payable	UniFirst Corporation	\$74.80
307255	01/05/2021	Accounts Payable	Upholstery Station	\$30.00
307256	01/05/2021	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$5,286.00
307257	01/05/2021	Accounts Payable	Voakes, Donald, R	\$291.67
307258	01/05/2021	Accounts Payable	Waste Management of Arizona, Inc.	\$332.03
307259	01/06/2021	Accounts Payable	Arizona Department of Environmental	\$2,500.00
307260	01/06/2021	Accounts Payable	Arizona Department of Environmental	\$1,644.86
307261	01/06/2021	Accounts Payable	Arizona Department of Environmental	\$2,500.00
307262	01/06/2021	Accounts Payable	Arizona Department of Environmental	\$1,247.77
307263	01/06/2021	Accounts Payable	Bernays, Michael, B	\$6,000.00
307264	01/06/2021	Accounts Payable	CenturyLink	\$113.69
307265	01/06/2021	Accounts Payable	City of Globe	\$610.06
307266	01/06/2021	Accounts Payable	Cordant Health Solutions	\$416.20
307267	01/06/2021	Accounts Payable	Creasy, Chance	\$200.00
307268	01/06/2021	Accounts Payable	GreatAmerica Leasing Corporation	\$263.19
307269	01/06/2021	Accounts Payable	HonorHealth	\$700.00
307270	01/06/2021	Accounts Payable	Integrity Attorney Services, Inc.	\$93.50
307271	01/06/2021	Accounts Payable	JBS Roofing	\$43,037.97
307272	01/06/2021	Accounts Payable	Lamplighter RV Resort, LLC	\$377.40
307273	01/06/2021	Accounts Payable	Law Office of Samantha Sue Elledge,	\$5,300.00
307274	01/06/2021	Accounts Payable	Maxim Staffing Solutions	\$2,814.00
307275	01/06/2021	Accounts Payable	NACo	\$1,072.00
307276	01/06/2021	Accounts Payable	Payson Units LLC	\$1,100.00
307277	01/06/2021	Accounts Payable	Postnet	\$16.44
307278	01/06/2021	Accounts Payable	Quality Crane Services, Inc.	\$2,281.00
307279	01/06/2021	Accounts Payable	Quality Pumping	\$180.61
307280	01/06/2021	Accounts Payable	Ricoh USA, Inc.	\$46.01

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

307281	01/06/2021	Accounts Payable	Rodriguez Constructions, Inc.	\$4,915.00
307282	01/06/2021	Accounts Payable	SMITH, CECELIA, ELLEN	\$3,000.00
307283	01/06/2021	Accounts Payable	Sparklight	\$1,077.23
307284	01/06/2021	Accounts Payable	Suddenlink	\$1,403.61
307285	01/06/2021	Accounts Payable	Tatum, Carter	\$200.00
307286	01/06/2021	Accounts Payable	The Architecture Company	\$6,772.46
307287	01/06/2021	Accounts Payable	Thomson Reuters West	\$2,660.31
307288	01/06/2021	Accounts Payable	Tonto Basin Sanitation	\$110.00
307289	01/06/2021	Accounts Payable	TOTAL ENGINEERING LLC	\$1,100.00
307290	01/06/2021	Accounts Payable	Town of Payson	\$284.85
307291	01/06/2021	Accounts Payable	VERIZON WIRELESS	\$1,551.93
307292	01/06/2021	Accounts Payable	Arizona Department of Administration	\$1,211.72
307294	01/08/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$4,270.97
307295	01/08/2021	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$231,040.93
307296	01/08/2021	Accounts Payable	ARIZONA STATE RETIREMENT	\$168,295.54
307297	01/08/2021	Accounts Payable	AZCOPS	\$13.50
307298	01/08/2021	Accounts Payable	COLONIAL SUPPLEMENTAL	\$5,349.45
307299	01/08/2021	Accounts Payable	CORP - AOC	\$18,203.24
307300	01/08/2021	Accounts Payable	CORP - DISPATCHER	\$546.00
307302	01/08/2021	Accounts Payable	ELECTED OFFICIALS DEFINED	\$24.86
307303	01/08/2021	Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$13,315.38
307304	01/08/2021	Accounts Payable	EROP LEGACY	\$10,554.80
307305	01/08/2021	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
307306	01/08/2021	Accounts Payable	Gila County Government	\$100.00
307307	01/08/2021	Accounts Payable	GILSBAR FSA	\$1,364.06
307308	01/08/2021	Accounts Payable	GILSBAR HSA	\$2,752.92
307309	01/08/2021	Accounts Payable	IVY FUNDS	\$567.50
307310	01/08/2021	Accounts Payable	JP MORGAN CHASE DOR	\$27,163.47
307311	01/08/2021	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$74,610.54
307312	01/08/2021	Accounts Payable	JP MORGAN CHASE FICA EE	\$60,449.10
307313	01/08/2021	Accounts Payable	JP MORGAN CHASE FICA ER	\$60,449.10
307314	01/08/2021	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$14,213.19
307315	01/08/2021	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$14,213.19

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

307316	01/08/2021	Accounts Payable	METLIFE	\$400.00
307317	01/08/2021	Accounts Payable	MIDLAND FUNDING LLC	\$229.18
307318	01/08/2021	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
307319	01/08/2021	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$4,051.50
307320	01/08/2021	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$7,156.63
307321	01/08/2021	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$5,517.19
307322	01/08/2021	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$700.00
307324	01/08/2021	Accounts Payable	SECURITY BENEFIT GROUP	\$3,093.33
307325	01/08/2021	Accounts Payable	Social Security Administration	\$194.89
307326	01/08/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,754.41
307327	01/08/2021	Accounts Payable	UNITED STATES TREASURY	\$50.00
307328	01/07/2021	Accounts Payable	Advanced Controls Corporation	\$420.00
307329	01/07/2021	Accounts Payable	Arizona Constables Association	\$1,236.00
307330	01/07/2021	Accounts Payable	Beltran, Michael, D	\$75.00
307331	01/07/2021	Accounts Payable	Blueline Services LLC	\$56.00
307332	01/07/2021	Accounts Payable	Brooks , Claudia	\$147.74
307333	01/07/2021	Accounts Payable	Center for Disease Detection	\$163.86
307334	01/07/2021	Accounts Payable	CLEVENGER-SMITH, LINDA, SUE	\$875.00
307335	01/07/2021	Accounts Payable	Cordant Health Solutions	\$207.80
307336	01/07/2021	Accounts Payable	CORP - AOC	\$134.28
307337	01/07/2021	Accounts Payable	Dease, Iona	\$4,500.00
307338	01/07/2021	Accounts Payable	FlexibilIT Solutions, LLC	\$10,768.75
307339	01/07/2021	Accounts Payable	Guild Consulting LLC	\$20,000.00
307340	01/07/2021	Accounts Payable	Hayes Enterprises	\$10,000.00
307341	01/07/2021	Accounts Payable	JaLin Enterprises Inc.	\$667.84
307342	01/07/2021	Accounts Payable	Jani-Serv, Inc	\$4,675.38
307343	01/07/2021	Accounts Payable	JC Wordsmith Translation & Interpretation, Inc.	\$360.00
307344	01/07/2021	Accounts Payable	Language Line Services, Inc.	\$143.50
307345	01/07/2021	Accounts Payable	Neeley, Byron, C	\$750.00
307346	01/07/2021	Accounts Payable	Pinal County	\$6,650.00
307347	01/07/2021	Accounts Payable	Rim Communications	\$1,387.69
307348	01/07/2021	Accounts Payable	Sanders Transport	\$1,031.38
307349	01/07/2021	Accounts Payable	Swinney, Michael, A	\$108.00

Payment Register

From Payment Date: 1/1/2021 - To Payment Date: 1/31/2021

307350	01/07/2021	Accounts Payable	Thomson Reuters West	\$8,792.02
307351	01/07/2021	Accounts Payable	UniFirst Corporation	\$81.31
307352	01/07/2021	Accounts Payable	Vaishville, Denise, R	\$418.98
307353	01/07/2021	Accounts Payable	Wolak, David	\$216.30
307354	01/12/2021	Accounts Payable	Advanced Controls Corporation	\$1,058.00
307355	01/12/2021	Accounts Payable	Archaeological Consulting Services, Ltd.	\$902.72
307356	01/12/2021	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,162.50
307357	01/12/2021	Accounts Payable	Arizona Public Service	\$148.03
307358	01/12/2021	Accounts Payable	Askew, Yvonne	\$100.00
307359	01/12/2021	Accounts Payable	Atomic Pest Control LLC	\$70.50
307360	01/12/2021	Accounts Payable	Aztec Alarms Inc	\$264.00
307361	01/12/2021	Accounts Payable	Bernays, Michael, B	\$6,000.00
307362	01/12/2021	Accounts Payable	Canyon Country Design Inc	\$14,900.00
307363	01/12/2021	Accounts Payable	CBI Security Service	\$13,702.01
307364	01/12/2021	Accounts Payable	CenturyLink	\$432.54
307365	01/12/2021	Accounts Payable	Clark Arizona Legal Services PC	\$13,445.30
307366	01/12/2021	Accounts Payable	Cobre Valley Publishing	\$259.49
307367	01/12/2021	Accounts Payable	Cobre Valley Regional Medical Center	\$851.12
307368	01/12/2021	Accounts Payable	Collins & Collins LLP	\$13,054.00
307369	01/12/2021	Accounts Payable	Community Bridges, Inc.	\$1,597.27
307370	01/12/2021	Accounts Payable	County of Yavapai	\$7,850.00
307371	01/12/2021	Accounts Payable	Dollywood Foundation	\$3,505.79
307372	01/12/2021	Accounts Payable	Entry Point, LLC	\$796.00
307373	01/12/2021	Accounts Payable	Fuelco Energy LLC	\$14,118.57
307374	01/12/2021	Accounts Payable	Gila County Government	\$3,176.18
307375	01/12/2021	Accounts Payable	H&H Paving	\$32,912.00
307376	01/12/2021	Accounts Payable	Hillyard-Flagstaff	\$247.52
307377	01/12/2021	Accounts Payable	JJ Just Justice , Jannette C Rohtert	\$402.19
307378	01/12/2021	Accounts Payable	Kimley-Horn & Associates, Inc.	\$17,138.88
307379	01/12/2021	Accounts Payable	Konica Minolta Business Solutions	\$85.07
307380	01/12/2021	Accounts Payable	Law Office of Jerry B DeRose, PC	\$16.00
307381	01/12/2021	Accounts Payable	Madera Peak Vista Apartments	\$691.00
307382	01/12/2021	Accounts Payable	McCreary Group	\$273.00

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307383	01/12/2021	Accounts Payable	Nelson, Timothy	\$6,000.00
307384	01/12/2021	Accounts Payable	Payson Roundup	\$1,268.68
307385	01/12/2021	Accounts Payable	Pima County Government	\$20.00
307386	01/12/2021	Accounts Payable	Poarch, Tiffany, A	\$73.96
307387	01/12/2021	Accounts Payable	Pronghorn Psychiatry	\$18,600.00
307388	01/12/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL	\$2,500.00
307389	01/12/2021	Accounts Payable	RETIREMENT SYSTEM RB STONERWORK AND LANDSCAPE	\$7,400.00
307390	01/12/2021	Accounts Payable	LLC Ripple , Denice	\$784.30
307391	01/12/2021	Accounts Payable	Skaggs Public Safety Uniforms &	\$5,117.46
307392	01/12/2021	Accounts Payable	Equipment Suddenlink	\$1,615.21
307393	01/12/2021	Accounts Payable	Superion, LLC	\$8,602.90
307394	01/12/2021	Accounts Payable	The Product Center	\$498.06
307395	01/12/2021	Accounts Payable	The University of Arizona	\$17,500.00
307396	01/12/2021	Accounts Payable	Tim's Tire , LLC	\$825.00
307397	01/12/2021	Accounts Payable	Trinity Services Group, Inc.	\$31,138.99
307398	01/12/2021	Accounts Payable	UniFirst Corporation	\$74.44
307399	01/12/2021	Accounts Payable	US Imaging Inc.	\$358.96
307400	01/12/2021	Accounts Payable	Wilson Investigative Services	\$400.00
307401	01/12/2021	Accounts Payable	Wright , Timothy	\$512.64
307402	01/12/2021	Accounts Payable	ARIZONA COUNTIES WORKERS	\$130,830.86
307403	01/14/2021	Accounts Payable	COMPENSATION POOL Aegis Insurance Associates, LLC	\$6,908.00
307404	01/14/2021	Accounts Payable	Alpine Tile / Blinds & Designs for You Inc	\$1,614.78
307405	01/14/2021	Accounts Payable	Arizona Counties Insurance Pool	\$31,442.90
307406	01/14/2021	Accounts Payable	Arizona Freelance Interpreting Services	\$405.00
307407	01/14/2021	Accounts Payable	Arizona Public Service	\$743.36
307408	01/14/2021	Accounts Payable	Bob's Air-co Repair Co.	\$580.00
307409	01/14/2021	Accounts Payable	Brooks , Claudia	\$73.87
307410	01/14/2021	Accounts Payable	C&M Communications LLC	\$384.73
307411	01/14/2021	Accounts Payable	CenturyLink	\$540.97
307412	01/14/2021	Accounts Payable	CenturyLink Business Services	\$1,467.15
307413	01/14/2021	Accounts Payable	Chambers, Bryan, B	\$144.18
307414	01/14/2021	Accounts Payable	Cobre Valley Regional Medical Center	\$27.50
307415	01/14/2021	Accounts Payable	CorrectCare Integrated Health Inc	\$420.00

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307416	01/14/2021	Accounts Payable	Creasy, Chance	\$100.00
307417	01/14/2021	Accounts Payable	Dell Marketing LP	\$1,235.62
307418	01/14/2021	Accounts Payable	Dibble Engineering	\$2,750.00
307419	01/14/2021	Accounts Payable	Gila County Government	\$40.00
307420	01/14/2021	Accounts Payable	Gila County Government	\$324.03
307421	01/14/2021	Accounts Payable	Gregan & Associates	\$6,000.00
307422	01/14/2021	Accounts Payable	Griffin's Propane, Inc.	\$213.05
307423	01/14/2021	Accounts Payable	H&H Paving	\$615.00
307424	01/14/2021	Accounts Payable	HealthEquity, Inc	\$179.45
307425	01/14/2021	Accounts Payable	Hillyard INC	\$357.01
307426	01/14/2021	Accounts Payable	Hillyard-Flagstaff	\$101.52
307427	01/14/2021	Accounts Payable	Humane Society of Central Arizona	\$3,208.33
307428	01/14/2021	Accounts Payable	J&S Towing & Associates, LLC	\$3,919.00
307429	01/14/2021	Accounts Payable	JaLin Enterprises Inc.	\$845.20
307430	01/14/2021	Accounts Payable	Kimley-Horn & Associates, Inc.	\$10,444.11
307431	01/14/2021	Accounts Payable	Konica Minolta Business Solutions	\$844.44
307432	01/14/2021	Accounts Payable	Language Line Services, Inc.	\$56.10
307433	01/14/2021	Accounts Payable	Lionbridge Technologies, Inc	\$20.40
307434	01/14/2021	Accounts Payable	Maxim Staffing Solutions	\$19,311.41
307435	01/14/2021	Accounts Payable	Multitech	\$721.32
307436	01/14/2021	Accounts Payable	Payson Property Management	\$6,250.00
307437	01/14/2021	Accounts Payable	ProForce Law Enforcement	\$7,757.01
307438	01/14/2021	Accounts Payable	R&M Repeater	\$1,279.93
307439	01/14/2021	Accounts Payable	San Carlos Apache Tribe	\$483.55
307440	01/14/2021	Accounts Payable	Shred-It	\$110.26
307441	01/14/2021	Accounts Payable	Sonoran Radiology Ltd	\$1,189.69
307442	01/14/2021	Accounts Payable	Spurgeon, Yolanda	\$144.20
307443	01/14/2021	Accounts Payable	State of Arizona	\$1,650.00
307444	01/14/2021	Accounts Payable	State of Arizona	\$16.00
307445	01/14/2021	Accounts Payable	Suddenlink	\$303.16
307446	01/14/2021	Accounts Payable	Swinney, Michael, A	\$108.00
307447	01/14/2021	Accounts Payable	T KISTER LLC	\$490.00
307448	01/14/2021	Accounts Payable	Tatum, Carter	\$100.00

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307449	01/14/2021	Accounts Payable	Thyssenkrupp Elevator Corporation	\$761.87
307450	01/14/2021	Accounts Payable	Tioga Solor Gila, LLC	\$3,061.34
307451	01/14/2021	Accounts Payable	Triplet Mountain Communications, Inc.	\$8,410.53
307452	01/14/2021	Accounts Payable	UniFirst Corporation	\$81.31
307453	01/14/2021	Accounts Payable	Universal Police Supply Company	\$137.31
307454	01/14/2021	Accounts Payable	Watchguard Video Inc.	\$12,301.00
307455	01/14/2021	Accounts Payable	Waters Sparkletts of Payson, LLC	\$82.50
307457	01/14/2021	Accounts Payable	Wills, Sandra	\$500.00
307458	01/14/2021	Accounts Payable	CORRECTIONS OFFICER	\$11,086.90
307459	01/19/2021	Accounts Payable	RETIREMENT PLAN A2 Beeline Auto Glass	\$217.77
307460	01/19/2021	Accounts Payable	Arizona Department of Environmental Quality	\$75.00
307461	01/19/2021	Accounts Payable	Arizona Department of Environmental Quality	\$75.00
307462	01/19/2021	Accounts Payable	Arizona Local Government Employee Benefit Trust	\$484,240.31
307463	01/19/2021	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,275.00
307464	01/19/2021	Accounts Payable	Armington, Raymond	\$49.26
307465	01/19/2021	Accounts Payable	Beltran, Michael, D	\$75.00
307466	01/19/2021	Accounts Payable	Bose Public Affairs Group	\$7,000.00
307467	01/19/2021	Accounts Payable	CenturyLink	\$475.79
307468	01/19/2021	Accounts Payable	Command Solutions 4	\$59,000.00
307469	01/19/2021	Accounts Payable	Digital Imaging Systems, LLC	\$18.04
307470	01/19/2021	Accounts Payable	Diversified Solutions Inc	\$60.00
307471	01/19/2021	Accounts Payable	Fabok, Glinda, S	\$891.75
307472	01/19/2021	Accounts Payable	Gila County Government	\$233,790.97
307473	01/19/2021	Accounts Payable	HLP, Inc.	\$33.95
307474	01/19/2021	Accounts Payable	Hom Electric	\$2,434.08
307475	01/19/2021	Accounts Payable	Jani-Serv, Inc	\$4,675.38
307476	01/19/2021	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$173.38
307477	01/19/2021	Accounts Payable	Konica Minolta Business Solutions	\$573.72
307478	01/19/2021	Accounts Payable	U.S.A. Inc Multitech	\$180.00
307479	01/19/2021	Accounts Payable	NFocus Solutions	\$649.00
307480	01/19/2021	Accounts Payable	Payson Magistrate Court	\$3.61
307481	01/19/2021	Accounts Payable	Payson Senior Center Inc	\$55.00
307482	01/19/2021	Accounts Payable	Rives, Larry, Leroy	\$628.23

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307483	01/19/2021	Accounts Payable	Samaritan Veterinary Center	\$1,076.34
307484	01/19/2021	Accounts Payable	Scott, John	\$125.00
307485	01/19/2021	Accounts Payable	Segletes, Regina	\$7.50
307486	01/19/2021	Accounts Payable	Sparklight	\$779.79
307487	01/19/2021	Accounts Payable	Swinney, Michael, A	\$180.00
307488	01/19/2021	Accounts Payable	Tim's Tire , LLC	\$580.00
307489	01/19/2021	Accounts Payable	UniFirst Corporation	\$462.92
307490	01/19/2021	Accounts Payable	Vaishville, Denise, R	\$590.40
307491	01/19/2021	Accounts Payable	Waters Sparkletts of Payson, LLC	\$7.50
307492	01/19/2021	Accounts Payable	Caffeinated Ventures LLC	\$165.00
307493	01/19/2021	Accounts Payable	Nault, Catherine	\$20.00
307495	01/22/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$4,270.97
307496	01/22/2021	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$228,777.94
307497	01/22/2021	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$169,545.38
307498	01/22/2021	Accounts Payable	AZCOPS	\$13.50
307499	01/22/2021	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$5,349.45
307500	01/22/2021	Accounts Payable	CORP - AOC	\$18,681.41
307501	01/22/2021	Accounts Payable	CORP - DISPATCHER	\$476.20
307502	01/22/2021	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN	\$9,488.27
307503	01/22/2021	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	\$31.00
307504	01/22/2021	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$13,315.38
307505	01/22/2021	Accounts Payable	EORP LEGACY	\$12,021.10
307506	01/22/2021	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
307507	01/22/2021	Accounts Payable	Gila County Government	\$100.00
307508	01/22/2021	Accounts Payable	GILSBAR FSA	\$1,364.06
307509	01/22/2021	Accounts Payable	GILSBAR HSA	\$2,752.92
307510	01/22/2021	Accounts Payable	IVY FUNDS	\$567.50
307511	01/22/2021	Accounts Payable	JP MORGAN CHASE DOR	\$26,463.96
307512	01/22/2021	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$68,006.75
307513	01/22/2021	Accounts Payable	JP MORGAN CHASE FICA EE	\$58,350.83
307514	01/22/2021	Accounts Payable	JP MORGAN CHASE FICA ER	\$58,350.83
307515	01/22/2021	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$13,722.31
307516	01/22/2021	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$13,722.31

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307517	01/22/2021	Accounts Payable	METLIFE	\$400.00
307518	01/22/2021	Accounts Payable	MIDLAND FUNDING LLC	\$229.18
307519	01/22/2021	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
307520	01/22/2021	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$4,051.50
307521	01/22/2021	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$7,156.63
307522	01/22/2021	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$5,080.58
307523	01/22/2021	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$700.00
307524	01/22/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$17,591.36
307525	01/22/2021	Accounts Payable	SECURITY BENEFIT GROUP	\$3,093.33
307526	01/22/2021	Accounts Payable	Social Security Administration	\$194.89
307527	01/22/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,754.41
307528	01/22/2021	Accounts Payable	UNITED STATES TREASURY	\$50.00
307529	01/21/2021	Accounts Payable	Advantage Home Performance, Inc	\$34,426.00
307530	01/21/2021	Accounts Payable	American Jail Association	\$300.00
307531	01/21/2021	Accounts Payable	Architekton, Inc.	\$17,975.00
307532	01/21/2021	Accounts Payable	Arizona Public Service	\$3,859.27
307533	01/21/2021	Accounts Payable	Arizona Water Company	\$66.10
307534	01/21/2021	Accounts Payable	Bob's Air-co Repair Co.	\$900.00
307535	01/21/2021	Accounts Payable	Borges Properties LLC	\$1,800.00
307536	01/21/2021	Accounts Payable	Carahsoft Technology Corporation	\$10.66
307537	01/21/2021	Accounts Payable	CenturyLink	\$677.88
307538	01/21/2021	Accounts Payable	CenturyLink Business Services	\$10,986.05
307539	01/21/2021	Accounts Payable	Cobre Valley Publishing	\$409.20
307540	01/21/2021	Accounts Payable	Concentra Medical Centers	\$207.00
307541	01/21/2021	Accounts Payable	Copper State Sanitation, Inc	\$600.00
307542	01/21/2021	Accounts Payable	Cornerstone Detention Products, Inc.	\$1,710.00
307543	01/21/2021	Accounts Payable	Crown Castle USA, Inc	\$544.35
307544	01/21/2021	Accounts Payable	Dell Marketing LP	\$2,837.20
307545	01/21/2021	Accounts Payable	Empire Southwest LLC	\$3,720.00
307546	01/21/2021	Accounts Payable	FedEx	\$7.16
307547	01/21/2021	Accounts Payable	Fuelco Energy LLC	\$4,048.30
307548	01/21/2021	Accounts Payable	Gila House Inc	\$3,000.00
307549	01/21/2021	Accounts Payable	Gila House Inc	\$900.00

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307550	01/21/2021	Accounts Payable	Gillespie, Jessen	\$200.00
307551	01/21/2021	Accounts Payable	Guardian RFID	\$265.38
307552	01/21/2021	Accounts Payable	JaLin Enterprises Inc.	\$845.20
307553	01/21/2021	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$141.65
307554	01/21/2021	Accounts Payable	Maxim Staffing Solutions	\$4,117.15
307555	01/21/2021	Accounts Payable	MCI Communication Services, Inc.	\$37.52
307556	01/21/2021	Accounts Payable	Mountaingate Estates LLC	\$1,200.00
307557	01/21/2021	Accounts Payable	Oropeza, Marcos	\$200.00
307558	01/21/2021	Accounts Payable	Ortiz, P.C., Anna , C.	\$6,000.00
307559	01/21/2021	Accounts Payable	Payson Property Management	\$850.00
307560	01/21/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$19,634.09
307561	01/21/2021	Accounts Payable	Rives, Larry, Leroy	\$387.00
307562	01/21/2021	Accounts Payable	ROBERTSON, LINDA	\$104.88
307563	01/21/2021	Accounts Payable	Sanders Transport	\$813.00
307564	01/21/2021	Accounts Payable	Southwest Gas	\$137.47
307565	01/21/2021	Accounts Payable	Spalink, Charles	\$100.00
307566	01/21/2021	Accounts Payable	Sparklight	\$328.89
307567	01/21/2021	Accounts Payable	TDS Telecom	\$573.12
307568	01/21/2021	Accounts Payable	The Arizona Partnership for Telecommunications	\$200.00
307569	01/25/2021	Accounts Payable	A2 Beeline Auto Glass	\$35.00
307570	01/25/2021	Accounts Payable	Aqua-Serv Engineers, Inc.	\$125.00
307571	01/25/2021	Accounts Payable	Arizona Elite Commercial	\$2,663.98
307572	01/25/2021	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,050.00
307573	01/25/2021	Accounts Payable	Arizona Public Service	\$51.94
307574	01/25/2021	Accounts Payable	Arizona Supreme Court	\$10,000.00
307575	01/25/2021	Accounts Payable	CenturyLink	\$589.34
307576	01/25/2021	Accounts Payable	Fabok, Glinda, S	\$138.93
307577	01/25/2021	Accounts Payable	Fuelco Energy LLC	\$6,095.56
307578	01/25/2021	Accounts Payable	Heppler, Cheri, A	\$247.26
307579	01/25/2021	Accounts Payable	Kaufman, Mark, A	\$2,140.00
307580	01/25/2021	Accounts Payable	Law Office of John S. Perlman, LLC	\$1,312.50
307581	01/25/2021	Accounts Payable	Old Main Storage	\$351.50
307582	01/25/2021	Accounts Payable	Payson Unified School District #10	\$1,500.00

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307583	01/25/2021	Accounts Payable	Pinal Mountain Apartments	\$305.00
307584	01/25/2021	Accounts Payable	Postnet	\$460.32
307585	01/25/2021	Accounts Payable	Seto, Rita, W	\$20,000.00
307586	01/25/2021	Accounts Payable	SPOK, Inc.	\$15.73
307587	01/25/2021	Accounts Payable	THE CHRISTMAS CO. LLC	\$4,000.00
307588	01/25/2021	Accounts Payable	UniFirst Corporation	\$319.33
307589	01/25/2021	Accounts Payable	Wist Office Products Company	\$115.14
307590	01/27/2021	Accounts Payable	Alliant Arizona Propane, LLC	\$2,515.05
307591	01/27/2021	Accounts Payable	AT&T	\$48.54
307592	01/27/2021	Accounts Payable	Byrum, Susan, K	\$65.10
307593	01/27/2021	Accounts Payable	CenturyLink	\$221.16
307594	01/27/2021	Accounts Payable	Cobre Valley Publishing	\$289.56
307595	01/27/2021	Accounts Payable	Debrigida Law Offices PLLC	\$4,000.00
307596	01/27/2021	Accounts Payable	DJ's Companies, Inc.	\$255.84
307597	01/27/2021	Accounts Payable	Fuelco Energy LLC	\$14,515.52
307599	01/27/2021	Accounts Payable	Hobbs, Melodee, Kay	\$550.00
307600	01/27/2021	Accounts Payable	Payson Justice Court	\$108.73
307601	01/27/2021	Accounts Payable	Pleasant Valley Community Medical	\$300.00
307602	01/27/2021	Accounts Payable	Psychological & Consulting Services	\$750.00
307603	01/27/2021	Accounts Payable	Ripple , Denice	\$720.80
307604	01/27/2021	Accounts Payable	Rives, Larry, Leroy	\$677.30
307605	01/27/2021	Accounts Payable	Southwest Gas	\$1,487.16
307606	01/27/2021	Accounts Payable	Sparkletts Water	\$817.25
307607	01/27/2021	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
307608	01/27/2021	Accounts Payable	UniFirst Corporation	\$81.25
307609	01/27/2021	Accounts Payable	US Imaging Inc.	\$270.20
307610	01/27/2021	Accounts Payable	VERIZON WIRELESS	\$24,315.45
307611	01/27/2021	Accounts Payable	Westwood Pharmacy	\$2,301.09
307613	01/27/2021	Accounts Payable	Heath, Shaolin, R	\$100.00
307614	01/28/2021	Accounts Payable	Arizona Public Service	\$35,770.45
307615	01/28/2021	Accounts Payable	C&M Communications LLC	\$1,044.68
307616	01/28/2021	Accounts Payable	CenturyLink	\$276.33
307617	01/28/2021	Accounts Payable	CORP - AOC	\$402.83

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307618	01/28/2021	Accounts Payable	DCR Services & Construction, Inc	\$1,181.44
307619	01/28/2021	Accounts Payable	Guild Consulting LLC	\$14,166.00
307620	01/28/2021	Accounts Payable	Hot Topic Printing LLC	\$508.00
307621	01/28/2021	Accounts Payable	JaLin Enterprises Inc.	\$676.16
307622	01/28/2021	Accounts Payable	Konica Minolta Business Solutions	\$170.14
307623	01/28/2021	Accounts Payable	MTE Communications	\$304.36
307624	01/28/2021	Accounts Payable	Rim Communications	\$1,387.69
307625	01/28/2021	Accounts Payable	SIX SHOOTER CANYON ROAD LLC	\$669.81
307626	01/28/2021	Accounts Payable	Southwest Gas	\$2,834.00
307627	01/28/2021	Accounts Payable	Sparkletts Water	\$16.75
307628	01/28/2021	Accounts Payable	Swinney, Michael, A	\$132.00
307629	01/28/2021	Accounts Payable	UniFirst Corporation	\$41.43
Type Check Totals: 437 Transactions				<hr/> \$3,656,325.47
JP Morgan AP - JP Morgan Accounts Payable Totals				

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
307293	01/06/2021	Voided	Ach Direct Deposit	01/06/2021	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$651,038.63
307301	01/08/2021	Voided	Wrong Amount	01/14/2021	Accounts Payable	CORRECTIONS OFFICER	\$11,420.55
307323	01/08/2021	Voided	Wrong Amount	01/20/2021	Accounts Payable	RETIREMENT PLAN PUBLIC SAFETY PERSONNEL	\$19,618.61
307456	01/14/2021	Voided	Paid Twice	01/28/2021	Accounts Payable	RETIREMENT SYSTEM Wrangler Plumbing Inc.	\$375.00
307494	01/20/2021	Voided	Ach Direct Deposit	01/20/2021	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$619,752.69
307598	01/27/2021	Voided	Other Void	01/27/2021	Accounts Payable	Heath, Shaolio, R	\$100.00
307612	01/27/2021	Voided/Reissued	Other Void	01/27/2021	Accounts Payable	Heath, Shaolio, R	\$100.00
Type Check Totals:					7 Transactions		\$1,302,405.48
JP Morgan AP - JP Morgan Accounts Payable Totals							