

GILA COUNTY

BID CALL 040615

COLCORD ROAD PAVING PROJECT

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

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Public Works Director

Steve Stratton

TABLE OF CONTENTS

Content	Page
Table of Contents	1
Advertisement	2
Scope of Work	3-7
Exhibit “A”: Instructions to Contractors	8-12
Preparation of Sealed Bids	8
Bid Bid Guaranty/Requirement of Contract Bonds.....	9
Amendments/Inquiries	10
Late Bid/Submittal Bid Format.....	11
General Terms and Conditions	13-14
Acceptance Contract/Agreement	13
Protests/Laws and Ordinances.....	14
Exhibit “B”: Contractor Award Agreement	15-20
Overcharges by Antitrust Violations/Authority to Contract	15
Contract Amendments/Contract Default/Right to Assurance	16
Co-op Intergovernmental Purchasing Agreement	16
Cancellation of County Contracts/Termination of Contract	17
Compensation & Method of Payment/Payment of Taxes	18
IRS W-9 Form/Purchase Orders	18
Force Majeure	19
Warranties/General	20
Bid Evaluation Process	20
Exhibit “C”: Minimum Product Specifications/Information	21-25
Section 1.0; General Purpose.....	21
Section 2.0; Bid Pricing.....	22
Section 3.0; Price Adjustments	22
Section 4.0; Order and Delivery	23
Section 5.0; Negotiations with Individual Contractors	24
Section 6.0; Product Specifications	25
Insurance Provisions	26-30
Indemnification Clause.....	26
Insurance Requirements	26-30
Qualification and Certification Forms (Signature Required)	31-32
Reference List (Signature Required)	33
Bid Price Sheet (Signature Required)	34
No Collusion Certification (Signature Required)	35
Intentions Concerning Subcontracting (Signature Required)	36
Legal Arizona Workers Act Compliance (Signature Required)	37
Surety Bond (Signatures Required)	38
Contractor Checklist & Addenda Acknowledgment (Signature Required)	39
Offer Page (Signature Required)	40-41
Statutory Performance Bond/Statutory Labor & Materials Bond	42-43



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 East Ash Street
Globe, Arizona
85501

BID NUMBER
040615

BID DUE DATE: June 12, 2015

TIME: 11:00 AM MST

DESCRIPTION: Colcord Road Paving

PRE-BID CONFERENCE: Monday, June 1, 2015/10:00 A.M.

Bid Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid No. 040615 for the materials or services specified will be received by the Gila County Finance Department at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Finance Department shall not be considered. To receive bid documents contact the Contracts Administrator at (928) 402-8612.

Additional instructions for preparing a bid are provided in Exhibit "A", of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, 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 office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: **May 13th and May 20th, 2015**

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: 30 Days
Phone Number: 928-402-8612

Signed: _____ Date: ____/____/____
Michael A. Pastor, Chairman, Board of Supervisors

Signed: _____ Date: ____/____/____
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

SCOPE OF WORK

This scope pertains to the section of Colcord Road at the end of the pavement to the Gordon Canyon Bridge abutment. The work consists of extending the pavement approximately 1.2 miles beyond the point of the existing pavement to include asphalt concrete (AC) paving with two (2) thirteen foot (13 ft.) driving lanes with a total width of twenty six feet (26 ft.).

The intent of this Invitation for Bids is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

All specifications, and terms and conditions, under the Contract include furnishing at least, but not limited to, minimum product specifications. Contractors who agree to provide the minimum bid Specification for this bid shall be considered for award.

Goals and Objectives

- All work must conform to the M.A.G. Uniform Standard Specifications for Public Works Construction Edition 2012 and all current revisions thereto.
- Standard Details refer to the M.A.G. Standard Details for Public Works Construction.
- Disposal of all waste material will be the responsibility of the contractor, subject to the approval of the County Project Manager.
- A tapered edge treatment for cattle guards and bridge abutments shall be per Attachment "A".

Construction Schedule

Prior to commencement of the work the Contractor shall prepare and submit a written schedule covering the general sequence of the work to be performed. Contractors work schedule on the job will be Monday through Thursday, except holidays. First truck will be at 7:00 A.M. and last truck through the job will be at 3:30 P.M. The work schedule, after review and acceptance, shall not be changed without written consent. The contractor shall assume the full responsibility for performing the work in an orderly process under the Contract.

Public Convenience and Safety

The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the public. Under all circumstances, safety shall be the most important consideration.

Scope of Work continued.....

Before the Contractor or any subcontractor begins work on the project they must read the Gila County Public Works Division Safety & Loss Control booklet and sign an acknowledgement form. All work shall be performed by Federal OSHA Standards.

Maintenance of Traffic

Gila County will furnish, erect, and maintain barricades, warning signs, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) PART VI, unless otherwise specified herein. The County shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Inspection of Work

All materials and each part or detail of the work shall be subject to inspection by the County's Engineer or designee. The County's Engineer or designee shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

Quantities

Quantities appearing in the Bid Documents are approximate only and are to be used for the comparison of bids. County estimates the asphalt quantity should not exceed 3,400 tons.

Asphalt Testing

- Contractor, at its own cost, shall provide sampling and density testing per *MAG Standard Specifications*.

A testing lab approved by the County Engineer or designee shall perform such testing. Contractor, at its cost, shall provide Quality Control personnel.

Each report shall indicate the location at which the test was made, the date, the type and source of material tested, test designation and name of person performing the test. All tests shall be submitted to the County Engineer or designee within five (5) days after the test is performed.

Scope of Work continued.....

The frequency of samples taken shall be a minimum of one (1) per day or as determined by the County Engineer or designee.

The frequency of density testing shall be every one thousand feet (1,000 ft.) per lane. Exact locations of tests may be designated by the County Engineer or designee. The County Engineer or designee has the authority to require density testing to be done by nuclear compaction method. All costs associated with this method shall be at Contractors expense.

- Material sampling and density testing for asphalt concrete shall be per *MAG Standard Specifications Section 321*.

Each report shall indicate the location at which the test was made, the date, the type of source of material tested, test designation and name of person performing the test. All tests are to be submitted to the County engineer or designee within five (5) field days after the test.

Material sample testing for asphalt concrete shall include gradation and asphalt content. A minimum of one (1) sample per one thousand, two hundred (1,200) tons of material, but no less than one (1) sample from each source, is required for each day of paving or as determined by the County Engineer or designee.

A rolling pattern shall be established by a testing firm for the Contractor to follow at the Contractors expense. County may review the pattern and discuss options.

Subgrade Preparation

Subgrade preparation shall be done by Gila County per *MAG Standard Specification Section 301*.

- Material sampling and density testing for subgrade and aggregate base materials shall be per *MAG Standard Specifications Section 310*. Gila County will offer all testing results of subgrade to the Contractor.

Work under this section shall include all grading under the roadway pavement area in addition to all grading outside the pavement area. Subgrade within the area of measurement shall be compacted to a minimum of ninety-five percent (95%) at the optimum moisture content prior to base course placement. Work under this section shall also include grading and compacting the fore slope and back slope per the typical roadway section. All work outside of the measurement area shall be compacted 90% minimum.

Scope of Work continued.....

Aggregate Base Course

The aggregate base course will be prepared by Gila County.

- A four inch (4") Aggregate Base Course layer shall be constructed according to *ADOT Standard Specifications Class 2*. Compaction shall have a density of not less than one hundred percent (100%).
- County shall place a minimum of four inches (4") of Aggregate Base Course and placement shall adhere to *MAG Standard Specifications Section 310*.
- County shall maintain the accepted grade with the proper moisture content until placement of subsequent surface course.
- Traffic shall be restricted to a minimum until placement of subsequent surface course to avoid segregation of the aggregate base material.
- Compacted layers of aggregate base shall be maintained in a condition satisfactory to receive any subsequent surface material or traffic, when so required. Areas not within the allowable tolerance shall be corrected by scarifying, placing additional material, remixing, reshaping re-compacting to the specified density and surface tolerance.

Asphalt Concrete Pavement

- Mix design shall be per MAG Standard Specification 710 (3/4" / 19mm).
- A finished 2.5" AC Pavement layer over 4" AB shall be constructed per the requirements of *MAG Standard Specifications Section 321*.
- Asphaltic concrete pavement shall have a density of not less than 95%.
- Taper for cattle guards and bridge abutment shall be constructed as in Attachment "A".

Payment shall be per ton in accordance with the Bid Schedule for all work complete and in place. All other costs associated with this item shall be incorporated in to the bid price.

Scope of Work continued....

Final Cleanup

Contractor, at its own cost, shall restore the site to pre-construction conditions. Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish; excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the County Project Manager.

Contract Time

Contractor shall complete all project work within ten (10) working days from the date the Contractor receives the Notice to Proceed from the County.

TYPICAL SECTION – COLCORD ROAD: ATTACHMENT “A”

INSTRUCTIONS TO CONTRACTORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO CONTRACTORS AND EXHIBIT "B", CONTRACTORS 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 CONTRACTORS

Preparation of Bid

- A. Bids will be received by the County of Gila Finance Department, from Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks Sealed Bids only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All Bids shall be on the forms provided in this Invitation for Bids package. It is permissible to copy these forms if required.
- B. Before submitting its Bid, each Contractor shall familiarize itself with the Scope of Work, and 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 Bid 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 attached forms in this Invitation for Bids package in full, **original signature** in ink on all copies, by the person(s) authorized to sign the Bid and to be submitted at the time of Bid, and made a part of this contract. The County will use the Bid and attached forms in evaluating the capacity of Contractors to perform the Scope of Services as set forth in the Contract. Failure of any Contractor(s) to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening, shall be grounds for automatic disqualification of Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

Exhibit "A" – Instructions to Contractors continued.....

- E. The full name of each person or company interested in the Invitation for Bid shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, 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.

Bid Bid Guaranty

Each bid Bid shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the Bid as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

Requirement of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County a Statutory Performance Bond and a Statutory Labor and Materials Bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work, and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work, ***unless the successful bidder chooses not to take a payment draw***. The surety and the form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. ***Note: The Performance and Labor and Materials bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

Exhibit "A" – Instructions to Contractors continued.....

Amendments

Any addendum issued as a result of any change in this Invitation for Bids shall be acknowledged by all Contractors in the following manner:

1. The Contractor Check List and Addenda Acknowledgment Form shall be completed and signed.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquiries

- A. Any questions related to this IFB should be directed to: the Contracts Administrator, Jeannie Sgroi, (928) 402-8612.

Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to any Invitation for Bid should refer to the appropriate Invitation for Bid number, page, and paragraph number. However, the Contractor(s) must not place the Invitation for Bids number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bids due date and time.

Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- B. Bid results ARE NOT provided in response to telephone inquires. Bidders must be present at bid opening for results. A tabulation of Bids received is on file in the Gila County Board of Supervisors offices and available for review after **contract award**.

Exhibit "A" – Instructions to Contractors continued.....

Late Bids

Any Bid received later than the date and time specified on the Notice for Sealed Bids will be returned unopened. Late Bids shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Qualification and Certification Form, Reference List, Price Sheet, No Collusion Certification, Intentions Concerning Subcontracting, Legal Arizona Workers Act, Surety Bid Bond, Bidder Checklist and Addenda Acknowledgment Form, Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bids. The County will not be liable for any cost incident to the preparation of Bids, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

NOTICE: SURETY (BID) BOND FORM MUST ACCOMPANY BID SUBMITTAL.

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 Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.
2. Bids submitted early may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipts of Bids.

INVITATION FOR BIDS
BID NO. 040615

Exhibit "A" – Instructions to Contractors continued.....

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 Bid deadline.

The Bid shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures on all* shall be provided by the Contractor. The words "SEALED BID" with INVITATION FOR BID TITLE "COLCORD ROAD PAVING PROJECT", "CONTRACT NO. 040615", DATE "JUNE 12, 2015", and TIME "11:00 AM MST TIME" of Bid opening shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Invitation for Bids, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue an Invitation for Bid; or
 4. Delay awarding a contract to the lowest responsible Contractor(s) in order to attempt to value engineer the contract. Value engineering shall be defined as altering the work of the contract in order to complete the contract in a more cost effective manner without changing the general scope of the contract. Changes that decrease the total dollar amount of the Bid by not more than twenty-five percent (25%) do not change the general scope of the contract. The lowest responsible Contractor(s) does not have to agree to value engineer, and the County reserves the right to reject all Bids.
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 Bid of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the 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 Bids are most advantageous of the County may be invited to appear before the Board for an oral review.

INVITATION FOR BIDS
BID NO. 040615

General Terms & Conditions continued....

6. The apparent successful Contractor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Bidders who have submitted a Bid have the right to protest. A protest of a proposed award or 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:

- A. The name, address and telephone number of the protester.
- B. The 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. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All Protest 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 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” CONTRACTOR AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring Sealed Bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor’s signature(s) appearing on Page 40, Contractors OFFER PAGE, and Contractors Qualification and Certification forms(s) Pages 31-32.

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 Invitation for Bids issued by the County and the offer submitted by the Contractor in response to the Invitation for Bids. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Invitation for Bids. 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, Bids, negotiations, purchase orders, or master agreement in any form.

The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. 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 the Gila County Board of Supervisors 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/or debarment of the Contractor.

Exhibit "B" – Contractor Award Agreement continued.....

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. 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 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(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor 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.

Exhibit "B" – Contractor Award Agreement continued.....

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 you. 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 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, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot 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.

Exhibit "B" – Contractor Award Agreement continued.....

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the services requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and will require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

Exhibit "B" – Contractor Award Agreement continued.....

Force Majeure

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

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Exhibit "B" – Contractor Award Agreement continued.....

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

General

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

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager 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.

Bid Evaluation Process

All Bids shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Contractor whose Bid is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

Evaluation of Bid and Negotiations

The Director shall appoint a selection committee to evaluate the Bids and makes a recommendation based on the criteria set forth in the Invitation for Bids. The Board of Supervisors shall not act in capacity of the selection committee. Bids shall be evaluated on the factors set forth in the Invitation for Bids.

For the purpose of conducting Negotiations, the County shall determine what Bids are susceptible for being selected for Award. A determination that a Bid is unacceptable shall be in writing, state the basis of the determination and be retained in the Public Works files. If it is determined a Bid is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Bid.

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this Invitation for Bids for a qualified Contractor to pave a 1.2 mile portion of Colcord Road.

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**. Contractor must provide a product specification sheet.
- 1.2 Contractor should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Bids must represent the entire package. Partial awards will not be made unless otherwise stated in the Bid 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 Bid. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Contractor shall review its Bid submission to assure the following requirements are met.
 - 1.5.1 **One (1) original and two (2) copies all with original signatures on all submissions.**
 - 1.5.2 Qualification and Certification Form (page 31-32)
 - 1.5.3 Reference List (page 33)
 - 1.5.4 Price Sheet (page 34)
 - 1.5.5 No Collusion Certification (page 35)
 - 1.5.6 Intentions Concerning Subcontracting (page 36)

Minimum Specifications continued.....

- 1.5.7 Legal Arizona Workers Act (page 37)
- 1.5.8 Surety "Bid" Bond (page 38)
- 1.5.9 Bidder Checklist & Addenda Acknowledgment (page 39)
- 1.5.10 Offer Page (pages 40-41)

SECTION 2.0

Bid Pricing

- 2.1 The Contractor shall submit the Bid in the form of a firm unit price. Prices shall be in effect for the duration of the contract period at the lump sum price bid. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for the period the services are performed, canceled or extended as otherwise provided herein. Profit costs for extensions(s) may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval prior to any such extension.
- 2.3 Contractors 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 Bids. Pricing offered should be noted on the price sheet, page 34, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

SECTION 3.0

Price Adjustments

- 3.1 The County shall be and is hereby authorized to make necessary alterations in the work as may increase or decrease the originally awarded contract amount, provided the alteration does not change the total contract cost or the total cost of any major contract item by more than 25 percent (25%).

Minimum Specifications continued.....

Alterations which do not exceed the 25 percent (25%) limitations shall not invalidate the contract and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract.

These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the County.

Change orders for altered work shall include extensions of contract time where, in the County's opinion, such extensions are commensurate with the amount and difficulty of work added.

Should the amount of altered work exceed the 25 percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement.

If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

SECTION 4.0

Ordering and Delivery:

- 4.1 ORDERING: Gila County does not warrant the order of any equipment prior to actual need. Gila County's Public Works personnel may re-order equipment as it becomes necessary or based on the required needs within the County during the term of this contract.
- 4.2 PRODUCT DELIVERY Location: Gila County Payson, AZ. 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.
- 4.3 Contractor 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 Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

Minimum Specifications continued.....

SECTION 5.0

Negotiations With Individual Contractors

- 5.1 Gila County Public Works Department shall establish procedures and schedules for conducting Negotiations. Disclosure of one Contractors Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.
- 5.1.1 Any Response to a request for Clarification of a Bid shall be in writing.
- 5.1.2 The Public Works Department shall keep a record of all Negotiations.
- 5.2 For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
- A. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
- B. Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive Negotiations with the Responsible Contractor whose Bid is determined in the selection process to be most Advantageous to the County.
- 5.3 Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
- 5.3.1 A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
- 5.3.2 If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

Minimum Specifications continued.....

SECTION 6.0

Product Specification – Minimum Specifications: Bid No. 040615 Colcord Road Paving Project

Mix design shall be per MAG Standard Specification 710 (3/4" / 19mm).

INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE:

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor 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 Contractor for the County.

INSURANCE REQUIREMENTS:

The Contractor shall furnish Certificate(s) of Insurance to the County within ten (10) calendar days of notification of award and prior to all contract extensions.

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

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

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

Insurance Provisions continued.....

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, broad form contractual liability and XCU coverage.

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

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

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

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

a. The policy shall be endorsed to include the following additional insured language:
"The County of 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, including automobiles owned, leased, hired or borrowed by the Contractor".

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

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

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

Insurance Provisions continued.....

4. **Builders' Risk Insurance or Installation Floater** \$_____
- In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.
- a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insured's** on the policy.
 - b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**
 - c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
 - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
 - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
 - f. Policy shall contain a **waiver of subrogation** against the County of Gila.
 - g. Contractor is responsible for the payment of all policy deductibles.
- 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.

INVITATION FOR BIDS
BID NO. 040615

Insurance Provisions continued.....

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, 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 Finance Department, Attn: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501 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 in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and 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 Jeannie Sgroi, 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. **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.

INVITATION FOR BIDS
BID NO. 040615

Insurance Provisions continued.....

- 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.

QUALIFICATION AND CERTIFICATION FORM

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 040615 Colcord Road Paving Project

The Contractor submitting this Bid warrants the following:

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

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 Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm'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 Contractors Firm.
 - b. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

INVITATION FOR BIDS
BID NO. 040615

Qualification/Certification continued....

- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work 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. List of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The subcontractors ROC, contact name and phone # must be included.
- f. Gila County reserves the right to request additional information.

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

Signature of Authorized Representative

Printed Name

Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope to the as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** _____
Contact: _____
Phone: _____
Address: _____

2. **Company:** _____
Contact: _____
Phone: _____
Address: _____

3. **Company:** _____
Contact: _____
Phone: _____
Address: _____

4. **Company:** _____
Contact: _____
Phone: _____
Address: _____

Name of Business

Signature of Authorized Representative

Title

PRICE SHEET

Complete and return this form for the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this Bid-pricing page.

Vendor Name: _____ Phone No.: _____

<p>COLCORD ROAD PAVING PROJECT Bid 040615</p>

<p>TOTAL BID \$ _____</p>

<p>*Price to include all applicable taxes and required fees. No tax shall be levied against labor.</p>
--

Signature of Authorized Representative

Printed Name

Title

INVITATION FOR BIDS
BID NO. 040615

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **BID NO. 040615 COLCORD ROAD PAVING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotation, etc., substantiating the actions taken and the responses to such actions is on file and available for review. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone 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

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm 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 Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm'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 Firm 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, Firm 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.

Firm 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 Firm.

Signature of Authorized Representative

Printed Name

Title

SURETY (BID) BOND

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

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its Bid for:

**COLCORD ROAD PAVING PROJECT
GILA COUNTY, ARIZONA, BID CALL NO. 040615**

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the Bid of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such Bid, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the Bid then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

**Address, Attorney-in-Fact
Subscribed and sworn to before me**

This _____ day of _____, 2015

**My commission expires: _____
Notary Public**

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this IFB. If Firm fails to complete and/or execute any portion of the Bid documents, all with original signatures, the IFB may be determined to be “non-responsive” and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
REFERENCE LIST	_____
PRICE SHEET	_____
NO COLLUSION IN BIDDING	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
ANTI-TERRORISM WARRANTY	_____
SURETY “BID” BOND	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2015

Firm:

By:

Each Bid shall be sealed in an envelope addressed to the Gila County Finance Department and bearing the following statement on the outside of the envelope: **Request for Sealed Bids: Bid No. 040615 Colcord Road Paving Project.** All Bids shall be filed with the Gila County Finance Department in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before **June 12, 2015, by 1100 AM.**

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 Invitation for Bids document.

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

CONTRACT NUMBER: 040615 Colcord Road Paving Project

Firm Submitting Bid:

For clarification of this offer, contact:

Company Name

Name: _____

Address

Phone No.: _____

Fax _____

City State Zip

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Firm _____ is now bound to provide the materials or services listed in IFB No.: 040615 including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 040615**. The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2015

Michael A. Pastor, Chairman of the Board

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

INVITATION FOR BIDS
BID NO. 040615

**STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES**

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal, and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **COLCORD ROAD PAVING-PAYSON, AZ** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Principal Seal

By:

Surety Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number

INVITATION FOR BIDS
BID NO. 040615

**STATUTORY LABOR AND MATERIALS BOND
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES**

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
_____, (hereinafter called the Principal), as Principal, and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of
_____ with its principal office in the city of
_____ holding a certificate of authority to transact surety business in Arizona issued by the
Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the
Obligee) in the amount of (100% of Contract Amount) _____ dollars
(\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **COLCORD ROAD
PAVING-PAYSON, AZ** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
at length herein.

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

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

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys'
fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____

Principal Seal

By:

Surety Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number