GILA COUNTY

Tommie C. Martin, District I Supervisor
Michael A. Pastor, District II Supervisor
John D. Marcanti, District III Supervisor

Don E. McDaniel Jr., County Manager
Jeff Hessenius, Finance Director

INFORMAL BID REQUEST NO. 092613IBR
VERTICAL HEIGHTS ROAD
ROAD REALIGNMENT PROJECT

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to perform a realignment of approximately 500 feet of Vertical Heights Road in Globe, AZ.

Informal bid requests for the material or services as specified will be received by Gila County Finance until the time and date cited. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered.

PRE-BID WALK THROUGH MEETING SCHEDULED:	**Tuesday, October 8, 2013, 9:00 AM** **VERTICAL HEIGHTS ROAD** **Globe, AZ**
BID SUBMITTAL DUE DATE:	**2:00 PM, Thursday, October 17, 2013**

Please submit the **Contract Forms,** in duplicate, with originals signatures on both sets, in a sealed envelope: The words "**Informal Bid Request**" with Bid Title **"VERTICAL HEIGHTS ROAD-Road Realignment Project"**, Bid No. **"092613IBR"**, date "**October 17, 2013**", and time "**2:00 PM AZ Time**", shall be written on the envelope. Faxed or emailed bid proposals will not be accepted.

Sealed Bid proposals may be mailed or hand delivered to:

DELIVERY ADDRESS:

GILA COUNTY FINANCE
ATTN: JEANNIE SGROI
GUERRERO BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

Gila County 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.

Questions regarding the technical aspects of this request should be directed to Michael Gillette, 928-402-8505.

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VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT PROJECT
Installation of Rock Facade
Informal Bid Request 092613IBR

SCOPE OF WORK

Vertical Heights Road Realignment Project

The Project will consist of realigning approximately 500ft of Vertical Heights Road. Excess cut material will be disposed of on-site in a location designated by Gila County. Existing debris and clearing and grubbing per mag standard specification 201 must be done prior to placing fill. The fill slope must be keyed in no less than one foot horizontally, installed in lifts no greater than one foot, compacted to 80%, and a compaction test taken every other lift. Clearing and grubbing must also be done on the cut slope. There will be one 24" cross culvert installed per mag standard specification 621. The culvert material and location will be supplied by Gila County. There is an existing transite cross culvert that must be removed and disposed of. The disposal of the existing cross culvert must be coordinated with Gila County. A portion of an existing fence, designated by Gila County, must be removed and disposed of. The new travel way of the road will be surfaced with 6" of decomposed granite. The granite surfacing material and any fill in the subgrade of the road must be compacted to 95% and tested every 200 feet. The granite surfacing material will be supplied by Gila County in a stockpile at the Gila County Road Maintenance yard located by the landfill. All compaction testing will be the responsibility of the contractor. One lane of traffic must be maintained at all times. The successful bidder must also submit for a Right of Way use permit, at no cost, with a traffic control plan attached prior to beginning work. Gila County will provide survey control for the project. The contractor shall be responsible for verifying survey control prior to beginning work. Work hours will be Monday thru Friday 7am thru 5pm. The successful bidder will be responsible for submitting a SWPPP to ADEQ.

There will be a **mandatory** pre-bid walkthrough on October 8, 2013. The bids for this project will be due October 17, 2013 at 2pm. Any questions after the mandatory walkthrough must be submitted in writing no later than October 11, 2013 at 2pm. Answers to any questions received will be sent to all bidders no later than October 15, 2013 at 2 pm. The successful bidder will have 4 weeks from the date notice to proceed is given to complete the project. A performance bond will not be required for this project if the contractor chooses not to take a draw.

See attached drawings:

Proposed Profile View, Sheet 1 of 1
Proposed Plan View, Sheet 1 of 1
Proposed Cross Section, Sheet 1 of 3
Proposed Cross Section, Sheet 2 of 3
Proposed Cross Section, Sheet 3 of 3
Typical Section, Sheet 1 of 1
Geometry Sheet, Sheet 1 of 1
Total Volume Table
Proposed Plan View

- ***CLEAN UP***

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all materials not incorporated in the work from the site of the work.

- ***WARRANTY***

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

- ***QUALITY OF STANDARDS OF MATERIAL***

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/service(s) submitted conforms to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

- ***TAXES***

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bid proposals will be evaluated and recommended for award based on the total bid cost including tax.

INSTRUCTION TO BIDDERS

Preparation of Bid

The bidder shall submit his bid proposal on the forms furnished in the Informal Bid Document, **in duplicate**. Both copies of the entire Bid packet, as identified as "Contract Forms" on Page 8, shall have original signatures. The Contract included in this Bid packet, will serve as the Contract to be executed upon award. All blank spaces in the forms must be correctly filled in where indicated. The TOTAL AMOUNT bid shall be stated in both WORDS and NUMERALS **(page 9).** In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his bid proposal correctly and in ink. If the bid proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the bid proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

Bid Proposal Guaranty

~~Each bid proposal 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 proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.~~

Delivery of Proposal

Each bid proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the Informal Bid packet before the time specified. Bid proposals received after the specified time shall be returned to the bidder unopened.

Withdrawal or Revision of Proposals

A bidder may withdraw or revise (by withdrawal of one bid proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the County in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the Informal Bid packet before the time specified for receipt of bids.

Disqualification of Bidders

A bidder shall be considered disqualified for any of the following reasons:

(a) Submitting more than one bid proposal from the same partnership, firm, or corporation under the same or different name.
(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
(c) Failure to submit all the required official bid forms. All forms must contain original signatures.

Protests

Only other bidders submitting a bid proposal on this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

(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.

Safety and Loss Control

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement form.

Registered / Licensed

To be considered responsive, Contractors must be registered/licensed in the State of Arizona at the time of informal bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

AWARD AND EXECUTION OF CONTRACT

Consideration of Bid Proposals

After the bid proposals are opened they will be compared on the basis of the lump sum bid amount.

Until the award of a contract is made, the County reserves the right to reject any or all bid proposals; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall promote the County's best interests.

Award of Contract

The contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors.

Cancellation of Award

The County reserves the right to cancel the award without liability to the bidder, ~~except return of bid proposal guaranty~~, at any time before a contract has been fully executed by all parties and is approved by the County.

Requirement of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County ~~surety 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 Payment bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

Execution of Contract

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County, along with the fully executed ~~surety bond or~~ bonds. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

Failure to Execute Contract

Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish acceptable ~~surety bond or~~ bonds within the 10-calendar-day period specified shall be just cause for cancellation of the award ~~and forfeiture of the bid proposal guaranty, not as a penalty, but as liquidation of damages to the County~~.

Payment

Gila County employs a "Net 30" payment term meaning that payment will be issued 30 days from the date Gila County receives the vendors invoice. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State and local taxes.

If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

CONTRACT FORMS

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth here in full.

- Bidding Schedule
- Qualification & Certification
- Reference List
- ~~Bid Bond~~
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract
- Contract Performance Bond-***Not Required if Contractor chooses not to take a payment draw***
- Labor and Materials Bond-***Not Required if Contractor chooses not to take a payment draw***
- Contract Performance Warranty

BIDDING SCHEDULE

VERTICAL HEIGHTS ROAD
ROAD REALIGNMENT PROJECT
GILA COUNTY, ARIZONA

Informal Bid Request 092613IBR

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

VENDOR NAME: Visus Engineering Construction, Inc.

TOTAL CONTRACT PRICE, for the sum of $ 37,500^a

WRITTEN TOTAL CONTRACT PRICE

Thirty two Thousand five hundred **Dollars**

and 0 **Cents.**

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

Note: If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

GILA COUNTY
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.

Informal Bid Request 092613IBR

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   Visus Engineering Construction Inc.
   1831 N. Rochester Mesa AZ 85205
   480. 833. 8268

2. Had 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 __NO__ 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 with Contractor prior to contract expiration date (under your firm's present or any previous name)? __NO__ 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. (See attached)

5. **Contractor Experience Modifier (e-mod) Rating for AZ:** __.83__
   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.

6. **Current Arizona Contractor License Number:** 250596 / 191221

Signature of Authorized Representative

Jeffrey A. Kerr
Printed Name

CEO
Title

Maricopa County

Office of Procurement Services

www.maricopa.gov

hief Procurement Officer
0 W. Lincoln St.
noenix, AZ 85003
hone: (602) 506-3967
ax: (602) 258-1573

September 17, 2013

Jeff Kerr, P.E., CEO
Visus Engineering Construction, Inc
1831 N Rochester
Mesa, AZ 85205-6402

VIA: CERTIFIED, RETURN RECEIPT MAIL and FACIMILE 480-833-8617, Page 1 of 4

Re: Serial No. 13070-DBB
Contract no: 2013-015
MCDOT Work Order No. TT400
Federal Aid Project No. CM-MMA-0(228)A
TRACS No. 0000 MA MMA SS899 01C

Dear Mr. Kerr:

In accordance with Article VI of your signed contract and the Uniform Standard Specifications and Details for Public Works Construction (MAG) Section 108.11 that were referenced in the contract and County solicitation for which your firm tendered its bid, you are hereby notified to cease work on this project effective immediately.

Unfortunately, due to a major change in site conditions that has resulted in a significant change of scope to the project, MCDOT will be exercising its right to terminate the contract for convenience effective September 13, 2013. This letter shall serve as official notification in addition to the phone notification your firm received on September 9, 2013.

For the protection of Visus and the County, Visus will be directed by a County representative to provide additional force account work in order to provide and ensure a safe and clean project site prior to Visus vacating the worksite/location. The County recognizes there will be pending work items to be paid, force account work, standby time, and various other items that need to be completed prior to the final close-out of this contract. For your convenience, a preliminary punch list has been prepared and is attached to this letter.

We sincerely regret the inconvenience caused to your organization and the County's Transportation Department will work with Visus to ensure a quick and equitable close-out of the project.

Sincerely,

Wes Baysinger
Chief Procurement Officer

Attachment: Preliminary Punch List of Contract Completion Items

Cc: Construction File
Tom Dietering – FHWA
Clem Ligocki
Susan Anderson – ADOT
Karen King - ADOT
Cindy Slaughter – Contracts
Kandis Rausch – Finance

GILA COUNTY

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, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Gila County – C. L. Williams
   Contact: Chuck Williams
   Phone: 928-367-2248
   Address: 621 S. Hillside lane Pinetop, AZ 85935

2. **Company:** ADOT
   Contact: Debby Kent
   Phone: 928-402-5625
   Address: PO Box 2717 Globe, AZ 85502

3. **Company:** Hess-Rourtree
   Contact: Doug Osborne
   Phone: 480-496-0244
   Address: 9631 S. 51st St. Phoenix AZ 85044

4. **Company:** City of Apache Junction
   Contact: Emile Schmidt
   Phone: 480-474-8515
   Address: 575 E. Baseline Ave Apache Junction, AZ 85119

Visus Engineering Construction, Inc
Name of Business

Signature of Authorized Representative

CEO
Title

GILA COUNTY
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 proposal for:

NOT REQUIRED FOR THIS BID

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, 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 proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of 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 _____,2011
	My commission expires: _____
	Notary Public

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

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

Jeffrey A. Kerr
(Name of Individual)
being first duly sworn, deposes and says:

That he/she is CEO
(Title)
of Visus Engineering Construction, Inc. and
(Name of Business)

That he/she is bidding on **Gila County Informal Bid Request 092613IBR VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT PROJECT, Globe, AZ** and,

That neither he/she nor anyone associated with the said

Visus Engineering Construction, 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 project.

Visus Engineering Construction, Inc.
Name of Business

By

CEO
Title

Subscribed and sworn to before me this 16 **day of** October, **20** 13.

Notary Public

OFFICIAL SEAL
SONYA L. DUNGY
NOTARY PUBLIC - State of Arizona
PINAL COUNTY
My Comm. Expires March 26, 2015

My Commission expires:
March 26, 2015

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **INFORMAL BID REQUEST 092613IBR, VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT 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 Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, 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, phone number and ROC number.

☐ It is my intention to subcontract a portion of the work.

☑ It is not my intention to subcontract a portion of the work.

Visus Engineering Construction, Inc
Name of Firm

By (Signature)

CEO
Title

GILA COUNTY
CONTRACT NO. 092613IBR

THIS AGREEMENT, made and entered into this 17 day of October, 2013, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County,** and Visu Engineering Construction of the City of Mesa, State of Arizona, hereinafter designated the **Contractor.**

THE CONTRACTOR shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 092613IBR, VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT PROJECT:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "~~Surety Bond~~", "Contract Performance Warranty", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

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

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

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

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

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.

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 Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 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 Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ. 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.

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.

CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. 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.

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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than $ 39,500.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

Visus Engineering Construction, Inc.
Contracting Company Name

Authorized Representative Signature

Jeffrey A. Kerr
Print Name

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

Date

CONTRACT PERFORMANCE WARRANTY

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT PROJECT-GLOBE, AZ

for a period of **two years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

_____ _____

(Officer, Partner, Owner) **Date**

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: **VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT PROJECT,** 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

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: **VERTICAL HEIGHTS ROAD-ROAD REALIGNMENT PROJECT,**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:**

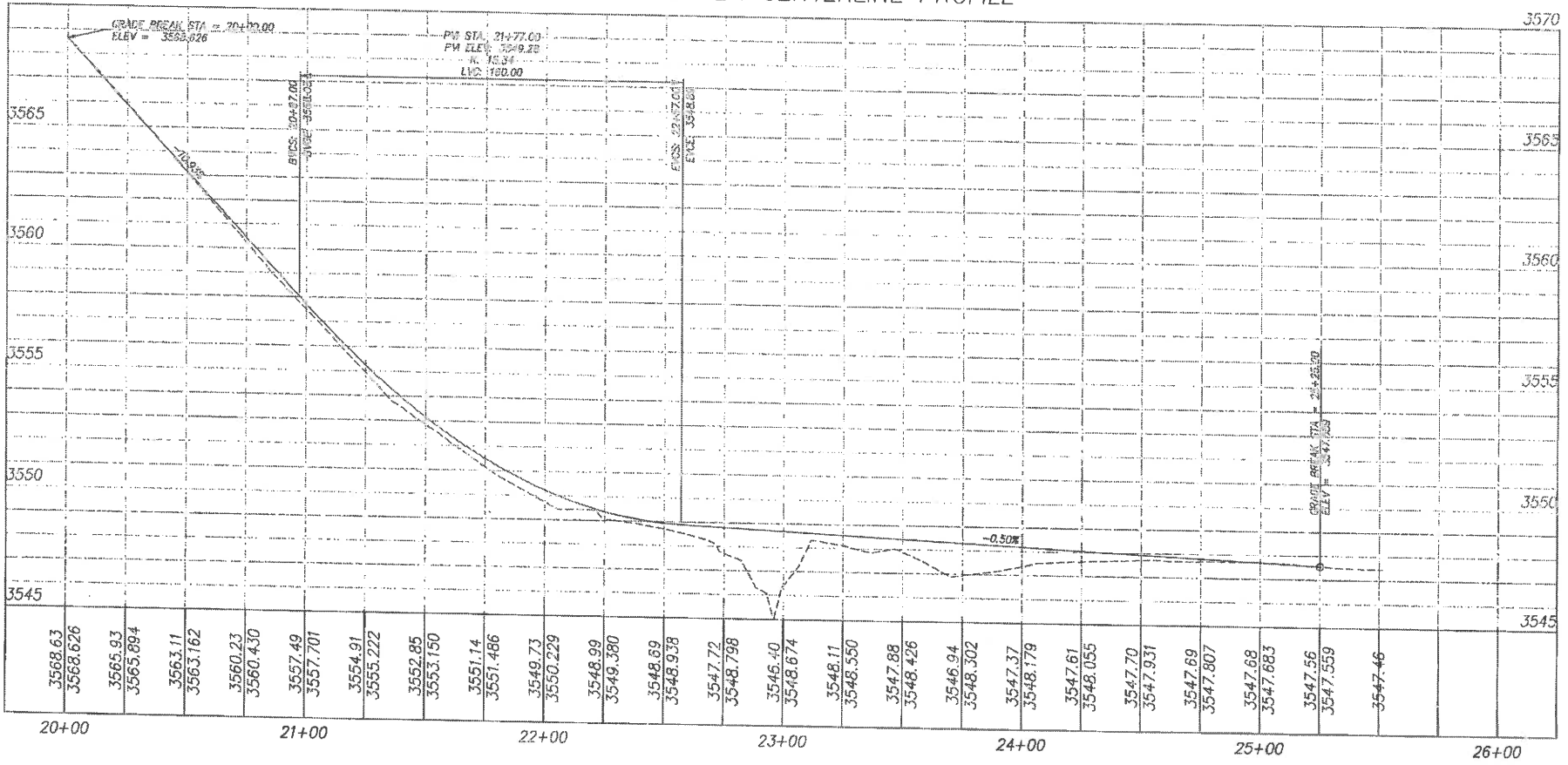
_____ _____
Agency of Record **Agency Address**

_____
Arizona Countersignature

_____
Address

_____
Phone Number

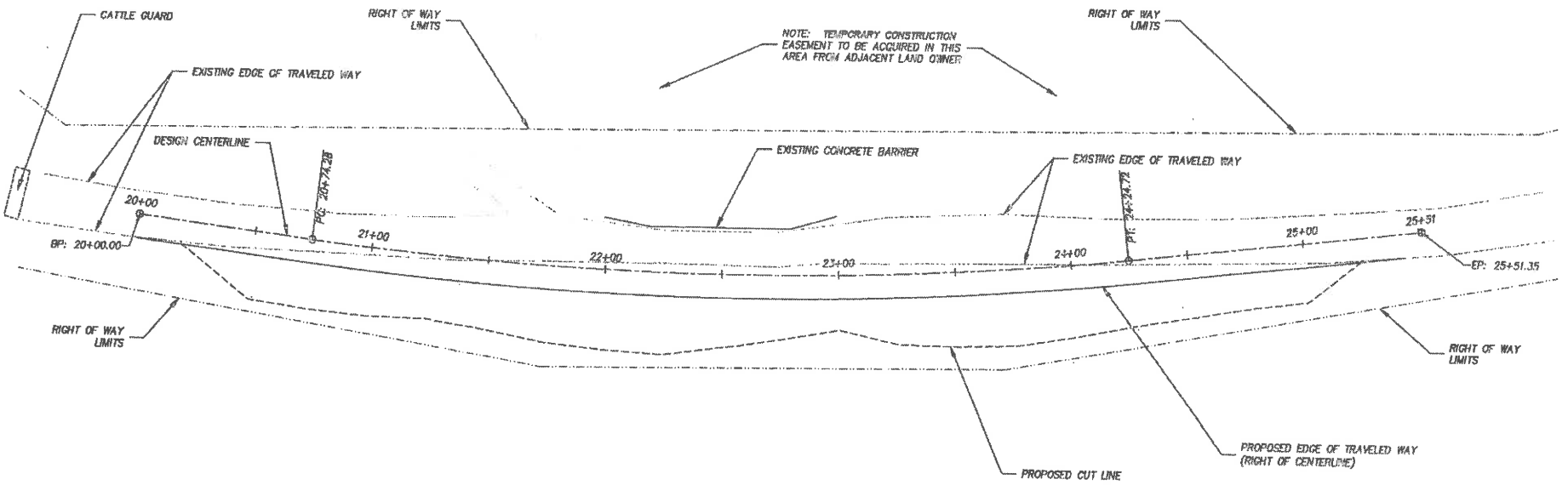
PROPOSED NEW CENTERLINE PROFILE

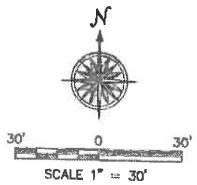


EXISTING GROUND

FINISHED GRADE LINE

Gila County Public Works Steve Stratton, Director 745 N. Rose Mofford Way Globe, AZ 85501 (928) 425-3231 FAX (928) 425-5184	Gila County Vertical Heights Road	
DRAWN BY: MCC | JOB NO. GC2013-07 | DATE: 09/20/2013	Proposed Profile View	SHEET 1 OF 1



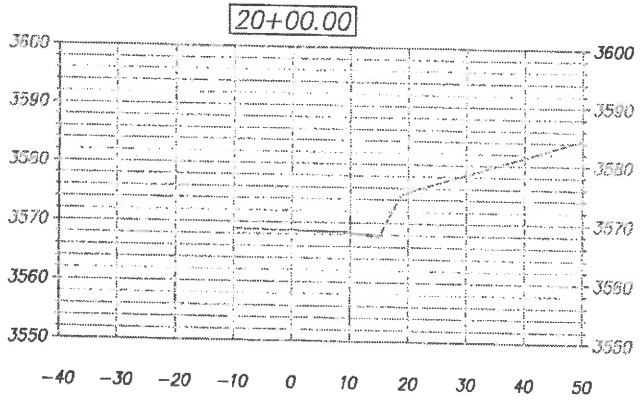


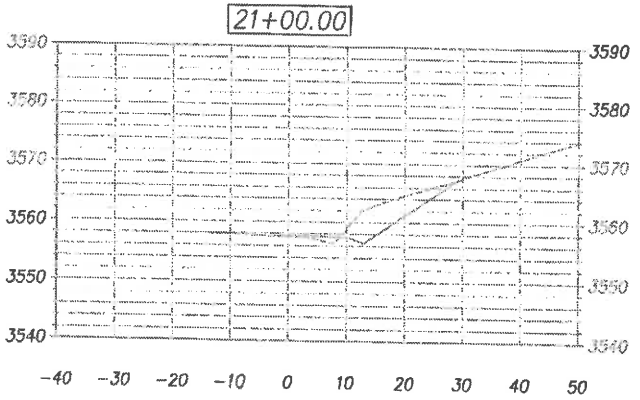
Gila County
Public Works
Steve Stratton, Director
745 N. Rose Mofford Way
Globe, AZ 85501
(928) 425-3231
FAX (928) 425-8194

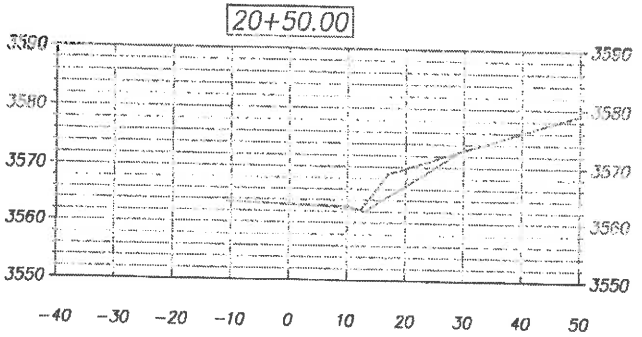
DRAWN BY: MCG | JOB NO. GC2013-07 | DATE: 09/20/2013

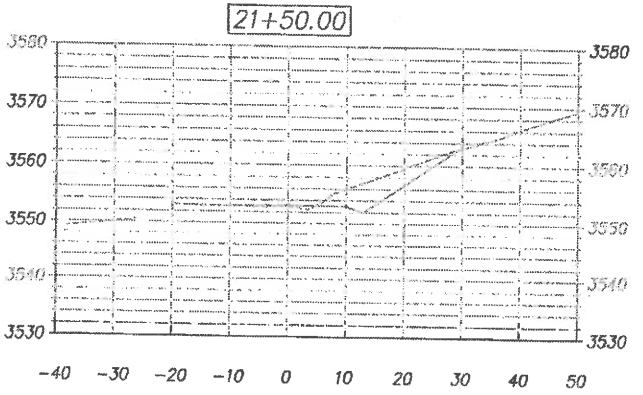
Gila County
Vertical Heights Road
Proposed Plan View

SHEET 1 OF 1









EXISTING GROUND

FINISHED GRADE LINE

Gila County

Vertical Heights Road

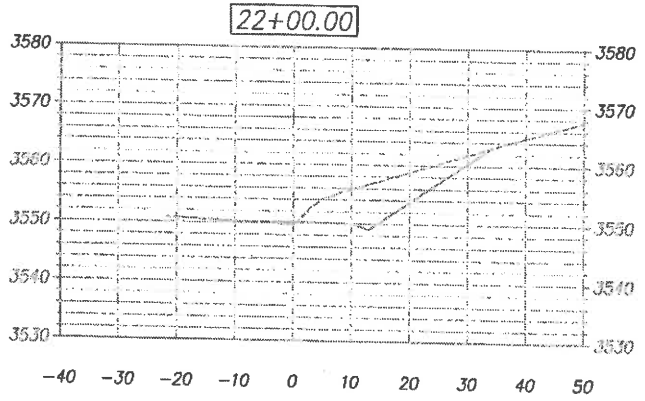
Proposed Cross Section

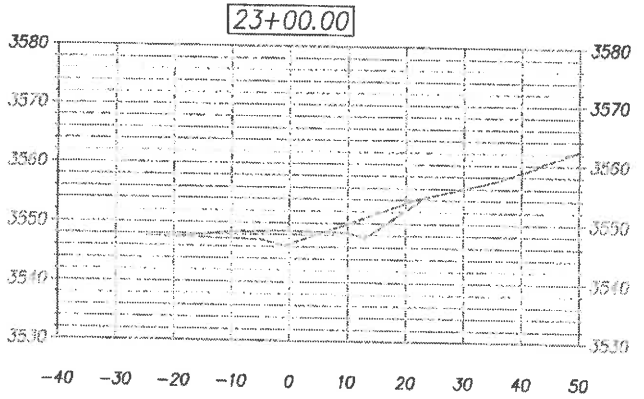
SHEET 1 of 3

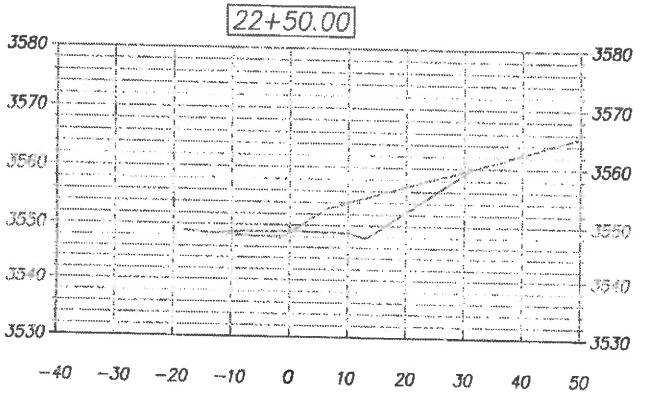
Gila County

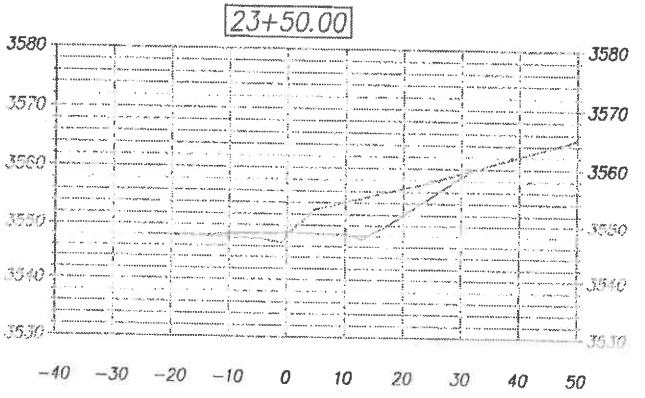
Public Works

DATE: 08/30/2013









EXISTING GROUND

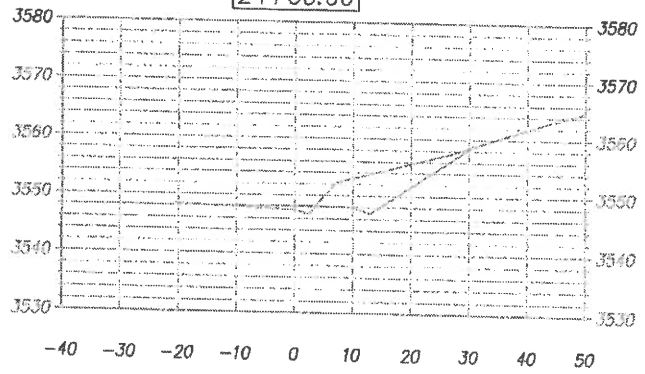
FINISHED GRADE LINE

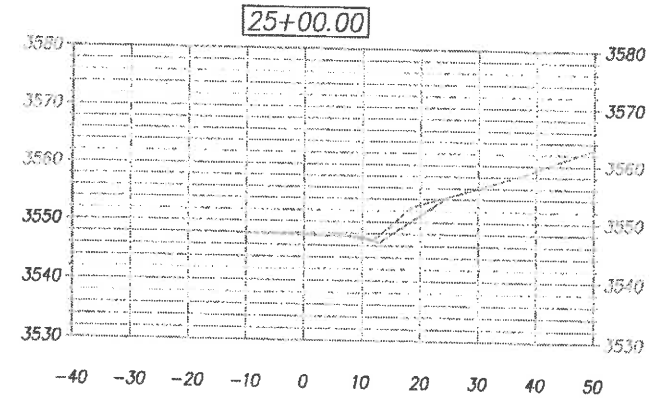
Gila County

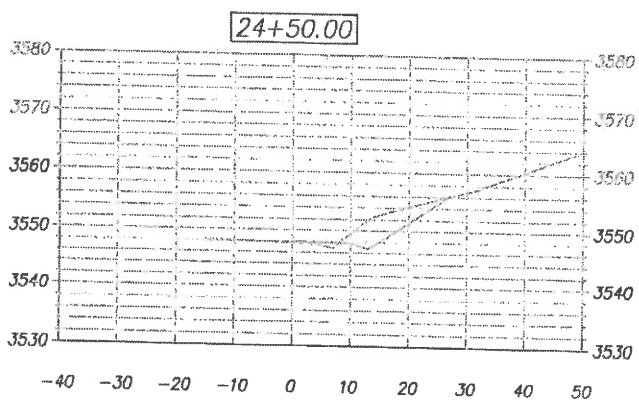
Vertical Heights Road

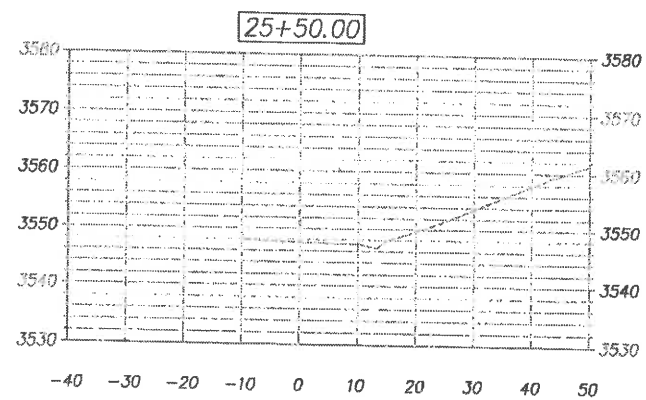
Proposed Cross Section

SHEET 2 of 3







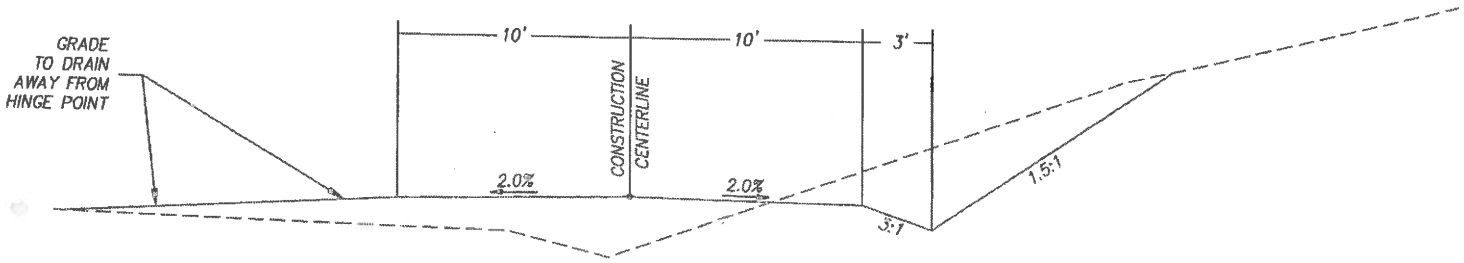


- - - - - - - EXISTING GROUND
———— FINISHED GRADE LINE

Gila County
Vertical Heights Road
Proposed Cross Section

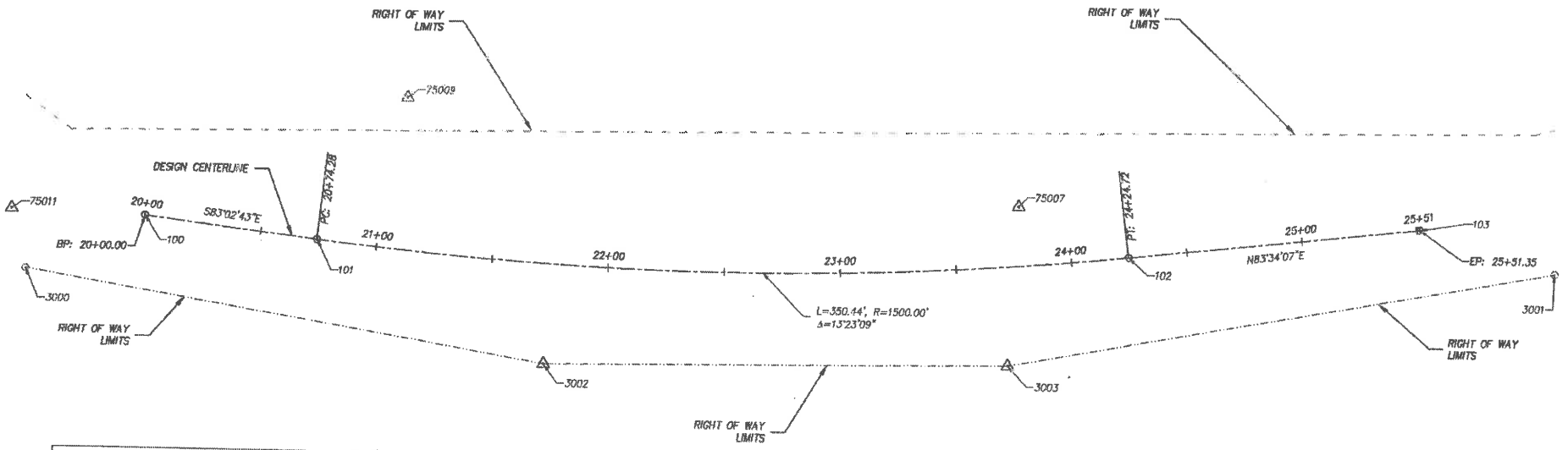
SHEET 3 OF 3

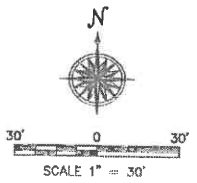
Gila County
Public Works



TYPICAL SECTION

Gila County Public Works	Gila County Vertical Heights Road	
DRAWN BY: MCC | JOB NO. GC2013-07 | DATE: 09/20/2013	Typical Section	SHEET 1 OF 1





Point Table				
Point #	Northing	Easting	Elevation	Description
3000	63970.61	44170.97	0.00	RW
3001	63979.68	44830.26	0.00	RW
3002	63933.66	44323.67	3566.14	2 1/2" ALUMINUM CAP
3003	63936.41	44593.65	3563.38	2 1/2" ALUMINUM CAP
100	63994.54	44222.44	0.00	BP
101	63985.54	44296.17	0.00	PC
102	63983.95	44645.81	0.00	PT
103	63998.13	44771.64	0.00	EP
75007	64005.32	44598.26	3547.41	2 1/2" ALUMINUM CAP
75009	64048.99	44334.99	3545.40	2 1/2" ALUMINUM CAP
75011	63996.50	44165.03	3573.15	CHISELED X ON CONCRETE

Gila County
Public Works
Steve Stratton, Director
745 N. Rose Mofford Way
Globe, AZ 85501
(928) 425-3231
FAX (928) 425-8104

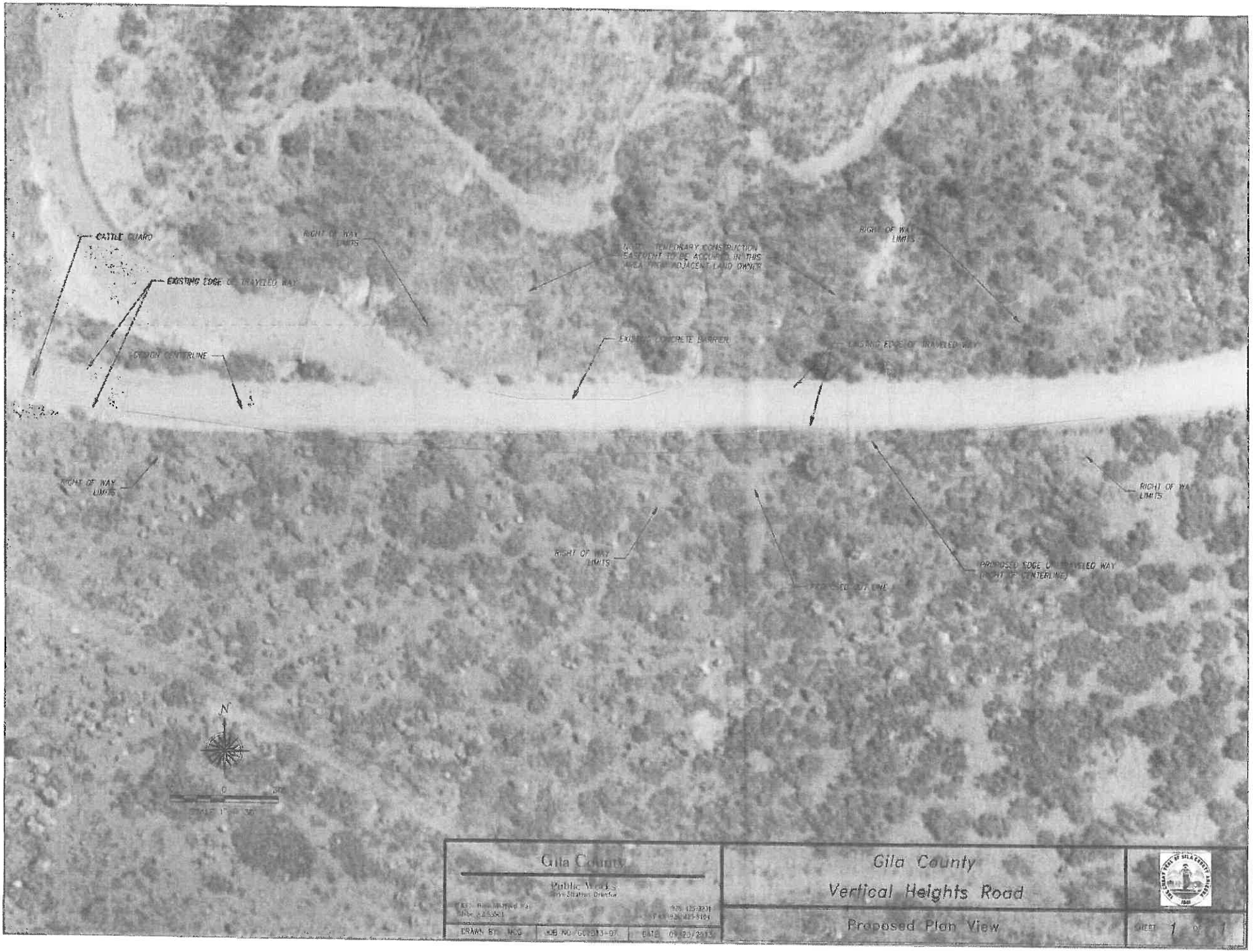
DRAWN BY: MCG | JOB NO. GC2013-07 | DATE: 09/20/2013

Gila County
Vertical Heights Road
Geometry Sheet

Total Volume Table

Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cum. Fill Vol	Cum. Cut Vol
20+00.00	1.20	0.00	0.00	0.00	0.00	0.00
20+50.00	2.42	35.90	3.36	33.24	3.36	33.24
21+00.00	4.75	59.65	6.64	88.48	10.00	121.72
21+50.00	3.55	62.96	7.70	114.78	17.70	236.50
22+00.00	1.88	135.39	5.03	185.55	22.72	422.05
22+50.00	8.67	111.89	9.74	231.25	32.46	653.30
23+00.00	30.06	29.38	35.75	132.09	68.21	785.39
23+50.00	12.71	126.69	39.47	145.89	107.68	931.28
24+00.00	7.31	97.03	18.49	209.17	126.17	1140.45
24+50.00	3.92	50.42	10.40	136.53	136.57	1276.98
25+00.00	1.06	18.25	4.62	63.58	141.18	1340.56
25+50.00	0.00	0.00	0.98	16.90	142.17	1357.46

NOTE: QUANTITIES SHOWN ABOVE ARE APPROXIMATE AND ARE BEING SUPPLIED FOR INFORMATIONAL PURPOSES ONLY.


CATTLE GUARD
EXISTING EDGE OF TRAVELED WAY
RIGHT OF WAY LIMITS
EXISTING CENTERLINE
NOTE: TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED IN THIS AREA FROM ADJACENT LAND OWNER
EXISTING CONCRETE BARRIER
RIGHT OF WAY LIMITS
EXISTING EDGE OF TRAVELED WAY
RIGHT OF WAY LIMITS
RIGHT OF WAY LIMITS
PROPOSED EDGE OF TRAVELED WAY (RIGHT OF CENTERLINE)
PROPOSED C/L LINE
N
0
SCALE 1" = 30'
Gila County
Public Works
DRAWN BY: MCG
JOB NO: GC1933-07
DATE: 09/20/2013
Gila County
Vertical Heights Road
Proposed Plan View
SHEET 1 OF 1