



CONTRACT FORMS

Proposal	P-1 to P-3
Bidding Schedule	BS-1 to BS-3
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for the **BID NO. 080211-1, GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, GLOBE**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Combs Construction Company, Inc.

P.O. Box 10789

Globe AZ 85318

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

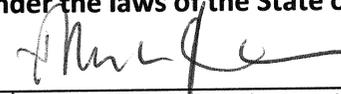
The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within sixty (60) Calendar Days of the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)
Corporate Name: Combs Construction Company, Inc.
Corporate Address: P.O. Box 10729, Glendale AZ 85318
Incorporated under the laws of the State of: Arizona
By (Signature):  Date: 9/19/11
President: Steven R. Combs
Secretary: Misty A. Goodwin
Treasurer: Misty A. Goodwin

If by a Firm or Partnership:

Firm or Partnership Name: _____

Proposal continued...

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE

**GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE
GILA COUNTY, ARIZONA**

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:

Firm Name: Combs Construction Company, Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 310,994.50

WRITTEN TOTAL CONTRACT PRICE

Three hundred ten thousand Nine hundred ninety four Dollars
and fifty Cents.

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 and BS-3 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and 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 following Bid Unit Prices.

BIDDING SCHEDULE

Firm Name: Combs Construction Company Inc.

COST SUMMARY BREAK DOWN

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
107.1	Temporary Chain Link Fence (H=6')	L.F.	312	6. ⁰⁰	1,872. ⁰⁰
107.2	Temporary Chain Link Fence Gate (Double Swing)(W=28')	EA.	1	600. ⁰⁰	600. ⁰⁰
140	Bollard, MAG Dtl. 140	EA.	6	325. ⁰⁰	1950. ⁰⁰
202	Removal of Structures and Obstructions	L.S.	1	15000. ⁰⁰	15000. ⁰⁰
203	Sidewalk Scupper, MAG Dtl. 203	L.F.	24	140. ⁰⁰	3,360. ⁰⁰
270	Sewer Cleanout, Frame and Cover, MAG Dtl. 270	EA.	3	225. ⁰⁰	675. ⁰⁰
301	Subgrade Preparation	S.Y.	8,400	4. ⁰⁰	33,600. ⁰⁰
310	Aggregate Base Course - (ADOT Class II)	C.Y.	1,105	32. ⁰⁰	35,360. ⁰⁰
321	Asphaltic Concrete - MAG (3/4") Mix	Ton	890	74. ⁰⁰	65,860. ⁰⁰
340.1	Concrete Curb, MAG Dtl. 222, Type B, H=6"	L.F.	217.5	17. ⁰⁰	3,697. ⁵⁰
340.2	Concrete Sidewalk	S.F.	883	3. ⁵⁰	3,090. ⁵⁰
340.3	Concrete Sidewalk ADA Access Ramp	S.F.	85	5. ⁰⁰	425. ⁰⁰
340.4	Concrete Ribbon Curb, MAG Dtl. 220-1, Type B	L.F.	60	17. ⁰⁰	1,020. ⁰⁰
340.5	Concrete Valley Gutter (MAG 240, 2003 ed.)	L.F.	332	18. ⁰⁰	5,976. ⁰⁰
340.7	Adjustment of Existing Fire Hydrant (Arizona Water Dtl. E-9-6-1)	L.S.	1	600. ⁰⁰	600. ⁰⁰
430	Decomposed Granite, MAG 430	C.Y.	35	70. ⁰⁰	2,450. ⁰⁰

COST SUMMARY BREAK DOWN *continued*

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
525	Shotcrete (MAG 525)(4" thick, 6x6x10 WWF)(colored)	S.F.	1,775	5.50	9,762.50
701	Maintenance and Protection of Traffic	L.S.	1	10,355.00	10,355.00
810	Erosion Control and Pollution Prevention Plan (SWPPP)	L.S.	1	6,000.00	6,000.00
901	Mobilization	L.S.	1	30,000.00	30,000.00
902.1	Chain Link Fence, H=8'	L.F.	217	23.00	4991.00
902.2	Chain Link Fence, H=6', Security Type	L.F.	1,102	15.00	16,530.00
902.3	Chain Link Fence, Gate, Double, W=14'	EA.	1	1300.00	1300.00
902.4	Chain Link Fence, Gate, Double, W=28', Security Type	EA.	3	1300.00	3,900.00
902.5	Chain Link Fence, Gate, Single, W=14', Security Type	EA.	2	1300.00	2,600.00
902.6	Chain Link Fence, Gate, Single, W=6', Security Type	EA.	1	1300.00	1300.00
903	Wire Fence, Barbed, ADOT Type 2	L.F.	402	4.00	1608.00
913	Dumped RipRap, D ₅₀ =9"	C.Y.	110	62.00	6,820.00
914	Masonry Wall, ADOT Std.	S.F.	1,476	17.00	25,092.00
925	Construction Survey and Layout and As-builts	L.S.	1	15,200.00	15,200.00
TOTAL BASE BID					310,994.50

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 COMBS CONSTRUCTION COMPANY as Principal, hereinafter called the Principal, and HARTFORD FIRE INSURANCE COMPANY a corporation duly organized under the laws of the State of CONNECTICUT

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 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:

BID NO. 080211-1, GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, GLOBE

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, 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 ARS '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:

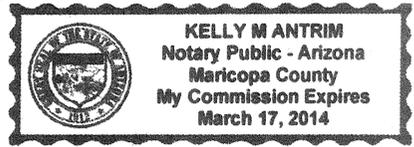
Principal COMBS CONSTRUCTION COMPANY, INC. Surety HARTFORD FIRE INSURANCE COMPANY

By [Signature] Title JAMES L. COMBS-CEO

By Attorney-in-Fact [Signature] 16042 N. 32ND STREET, PHOENIX, AZ Address, Attorney-in-Fact Subscribed and sworn to before me this 2ND day of SEPTEMBER 20 11

My commission expires: 3/17/2014

Notary Public [Signature]



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 59-302369

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Lillian Martin, John D. Schnulo, Brooks Honaker, Thomas P. Bowman II
of
Phoenix, AZ

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 2, 2011.
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORMS

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 080211-1 GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE

The applicant submitting this Bid warrants the following:

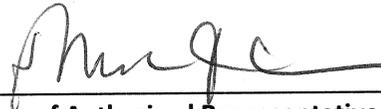
1. Name, Address, and Telephone Number of Principal Contractor:
Combs Construction Company Inc.
Mailing: P.O. Box 10789, Glendale AZ 85318
Physical: 2801 S. 99th Ave, Phoenix AZ 85043
TEL: (602) 237-4029 / Fax (602) 237-4182
2. Had Contractor (under its present or any previous name) ever failed to complete 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~~ 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 Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of 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 of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services. See attached
- f. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** 2011 = 1.00 / 2012 = .99

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:** 100380 17



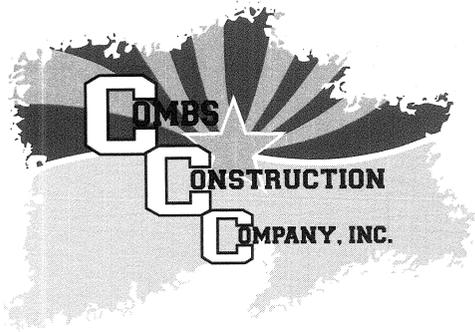
Signature of Authorized Representative

James L. Combs

Printed Name

CEO

Title



Statement of Qualifications & Experience

Gila County PWD Complex Roadyard Shop Area Paving Phase

A. GENERAL INFORMATION

Combs Construction Company Inc., Inc. (Combs Construction) has been in business as a general contractor since incorporating on October 15, 1993 in the State of Arizona. Combs Construction Company Inc. is an Arizona Corporation based in Phoenix, Arizona specializing in heavy highway construction and paving, general construction of streets, highways, and subdivision development. Combs Construction was honored to receive the 2003 & 2006 Marvin M. Black Partnering in Excellence Award, 2003 & 2006 Build Arizona Award, 2010 Build America AON Award, and has also subcontracted on several nationally recognized projects.

Travelers Casualty and Surety Company of America has handled Combs Construction Company Inc.'s surety needs since 1999, and has bonded single performance and payment bonds for Combs Construction on contracts in excess of \$10,000,000.00 and a total backlog capacity of \$40,000,000.00. Combs Construction Company Inc. has never failed to complete any work it has been awarded. There are no judgments, claims, arbitration proceedings or suits pending or outstanding against Combs Construction Company Inc., Inc. or its officers. Jurisdiction and trade categories in which Combs Construction Company Inc. is legally qualified to do business: Arizona Registrar of Contractors, Class A General Engineering Contractor (ROC 100380).

Combs Construction contracts Praxis Engineering, Mr. Mark Velasco, to oversee all of Combs Construction projects and ensure that they exceed OSHA's minimum construction safety regulations. Combs Construction has a **Safety First!** Attitude, and employs a full time Safety Director, Mr. Stephen Combs, to ensure its continued success in maintaining a safe workplace environment.

**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:** City of Phoenix / Dave Bradley
Contact: Dave Bradley / 43rd Ave Paving Project #5
Phone: (602) 495-2050 \$2,671,000
Address: 103A E. Madison, Phoenix, AZ 85004

2. **Company:** Maricopa County Dept. of Transportation / 7th St Paving Project #W07177
Contact: Dave Hopper \$3,003,663.68
Phone: (602) 506-4507
Address: 2901 W. Durango Street, Phoenix AZ 85009

3. **Company:** City of Avondale / 1107th Ave Road Improvements #ST173 + #ST1274
Contact: Jim Bedaugh \$1,597,231.11
Phone: (602) 333-4218
Address: 11465 W. Civic Center, Avondale AZ 85323

4. **Company:** City of Phoenix / Gary Menders #ST83130269
Contact: Gary Menders / Tatum + Pinnacle Peak #ST85100271
Phone: (602) 495-2050 \$2,275,145.20
Address: 103A E. Madison, Phoenix AZ 85004

Combs Construction Company, Inc.
Name of Business

[Signature]
Signature of Authorized Representative

James L. Combs - CEO
Title

**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

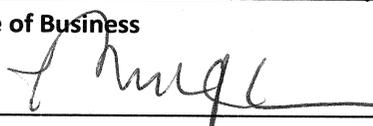
At the time of the submission of **Request for Proposals No. 080211-1 GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE**, my intention concerning subcontracting a portion of the work is as indicated below.

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 quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

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.

Combs Construction Company, Inc.
Name of Business


Signature of Authorized Representative

James L. Combs-CEO
Title

BIDDERS CHECKLIST

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this bid. If bidder fails to complete and/or execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED/EXECUTED</u>
Proposal	<u> <i>ck</i> </u>
Bidding Schedule	<u> <i>ck</i> </u>
Surety (Bid) Bond	<u> <i>ck</i> </u>
Qualification & Certification Form	<u> <i>ck</i> </u>
Reference List	<u> <i>ck</i> </u>
Affidavit of Non-Collusion	<u> <i>ck</i> </u>
Subcontractor Certification	<u> <i>ck</i> </u>
Contract	<u> <i>ck</i> </u>
Bidders Checklist & Addenda Acknowledgment	<u> <i>ck</i> </u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/	<u> <i>ck</i> </u>	_____	_____	_____	_____
Date	<u> 9/18/11 </u>	_____	_____	_____	_____

Signed and dated this 19th day of September , 2011.

 Combs Construction Company Inc.
 CONTRACTOR:
 [Signature]
 BY: James L. Combs - CEO

Each proposal shall be sealed in an envelope addressed to Gila County Engineering Services and bearing the following statement on the outside of the envelope: **Proposal to Construct: GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, Gila County Arizona, Bid No. 080211-1.** All proposals shall be filed at **Gila County Procurement, 1400 East Ash St., Globe, AZ 85501**, on or before **11:00 A.M. Arizona time, Monday, September 19th, 2011.**

**GILA COUNTY
CONTRACT NO. 080211-1**

THIS AGREEMENT, made and entered into this _____ day of _____, **2011**, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and _____ of the City of _____, County of _____, State of Arizona, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said **Contractor**, for and in consideration of the sum to be paid him by the said **Owner**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The **Contractor** shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction for **Bid No. 080211-1 GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, GLOBE** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 032204-1 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Technical Specifications", "General Provisions", "Special Provisions", "Proposal", "Bidding Schedule", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", 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. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Technical Specifications; the Special Provisions; the General Provisions; all other documents. Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III - SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

During the pre-construction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least a twenty-four (24) hour notice.

ARTICLE IV – 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.

ARTICLE V – 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 **Birdie DeNiro, Risk Management, 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 **Birdie DeNiro, Risk Management, 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 insureds 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.

ARTICLE VI - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within **no later than ten (10) Days of the Notice To Proceed**, and shall be completed within the following limits:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **Ninety (90) Days of the Notice To Proceed**.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM

DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$490.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 80-09 DEFAULT AND TERMINATION OF CONTRACT**.

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2)**.

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

ARTICLE X – 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.

ANTI-TERRORISM WARRANTY: Pursuant to **A.R.S. §35-397** the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$ 310,994.50 **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for:

**GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE
BID NO. 080211-1**

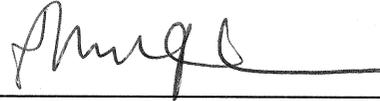
OWNER:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

CONTRACTOR:

Combs Construction Company, Inc.



Contractor Signature

James L. Combs - CEO

Print Name

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

Witness (If Contractor is Individual)

APPROVED AS TO FORM:

**Brian B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney**