

October 5, 2011

**VIA CERTIFIED MAIL AND FACSIMILE**

Michael A. Pastor, Chairman  
Tommie C. Martin, Vice Chairman  
Shirley L. Dawson, Member  
Gila County Board of Supervisors  
1400 E. Ash Street  
Globe, AZ 85501

Re: Gila County PWD Complex Roadyard Shop Area Paving Phase  
Gila County, Arizona  
Bid No. 080211-1  
**Supplement to September 21, 2011 Bid Protest Letter**

Dear Chairman Pastor and Board Members:

As you know, Lewis and Roca represents Combs Construction Company, Inc. (“Combs”). Combs was the second lowest bidder on the Gila County PWD Complex Roadyard Shop Area Paving Phase project (the “Project”). On September 21, 2011, Combs sent a letter to you protesting an award of this Project to AJP Electric, Inc. (“AJP Electric”) because AJP Electric was not prequalified to perform the work included within the scope of work for the Project (“Proposed Work”). This letter supplements Combs’ September 21, 2011 protest letter, which is incorporated here by reference.

AJP Electric has now responded to Combs’ protest and claims that it is pre-qualified in electrical, grading & draining, miscellaneous concrete, and signing. The Arizona Department of Transportation’s (“ADOT”) official website (accessed on 9/16/11), however, stated that AJP Electric was prequalified only in electric. See ADOT’s 9/16/11 Prequalified Contractors list, attached as Exhibit A. But even with the additional prequalifications, AJP Electric still is not qualified to perform the work. Accordingly, Gila County should reject AJP Electric’s bid and award a contract for the Project to Combs.

According to the Special Provisions appended to Gila County’s Invitation for Bids for the Project, the Proposed Work consists of:

[S]ubgrade preparation (including any necessary minor clearing and grubbing),  
removal or relocation of any existing structures interfering with the work,

installation of concrete sidewalks, concrete curbs and curb and gutter, masonry wall, aggregate base course, asphaltic concrete pavement, temporary chain link fence, chain link fence, chain link security fence, fence gates, barbed wire fence and as-built drawings other work as shown within the plans.

See Special Provisions at p. SP-1, attached as Exhibit B.

AJP Electric lacks many of the prequalifications necessary to perform the Proposed Work. For example, AJP Electric has not been prequalified in:

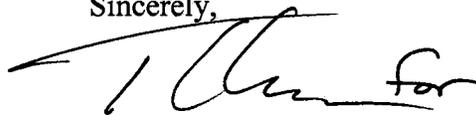
1. Asphalt Concrete Paving;
2. Minor Concrete Structures; and
3. Guardrail/Fencing.

Since AJP Electric is not prequalified to perform much of the Proposed Work, it may not be awarded a contract for the Project and its bid must be rejected.

The Project requires, at a minimum, installation of asphaltic concrete pavement, concrete sidewalks, curbs and gutters, and fencing. AJP Electric is not prequalified for Asphalt Concrete Paving, Minor Concrete Structures, and Guardrail/Fencing -- the exact qualifications necessary to perform the Proposed Work. In contrast, **Combs is prequalified to perform all of the Proposed Work.**<sup>1</sup> Under these circumstances, Gila County must reject AJP Electric's bid and award the Contract for the Project to Combs as the lowest pre-qualified responsive, responsible bidder.

Please feel free to contact me with any questions.

Sincerely,



Robert F Roos

WTC/DR

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<sup>1</sup> Combs is prequalified through March 31, 2012 in Asphalt Concrete Paving, Electrical, Grading & Draining, Guardrail/Fencing, Minor Concrete Structures, Miscellaneous Concrete, Pavement Marking, Pavement/Bridge Repair, Rest Areas, and Signing.

cc: AJP Electric  
11250 N. Cave Creek Road  
Phoenix, AZ 85020

Visus Engineering Construction, Inc.  
1831 North Rochester  
Mesa, AZ 85205

# **EXHIBIT A**

	STREET	BRIDGES	3/31/2012
<b>CITY/STATE/ZIP:</b>	LINDON, UT 84042		
<b>TELEPHONE:</b>	(801)785-6900		
<b>FAX:</b>	(801)785-6400		

Pre-Qualified Company		Work Type / Expiration Date	
<b>COMPANY:</b>	AIS CONSTRUCTION COMPANY	ROCKFALL PROTECTION	3/31/2012
<b>ADDRESS:</b>	6420 VIA REAL, SUITE 6		
<b>CITY/STATE/ZIP:</b>	CARPINTERIA, CA 93013		
<b>TELEPHONE:</b>	(805)684-4344		
<b>FAX:</b>	(805)566-6534		

Pre-Qualified Company		Work Type / Expiration Date	
<b>COMPANY:</b>	AJP ELECTRIC, INC.	ELECTRICAL	9/30/2011
<b>ADDRESS:</b>	11250 N. CAVE CREEK RD.		
<b>CITY/STATE/ZIP:</b>	PHOENIX, AZ 85020		
<b>TELEPHONE:</b>	(602)944-5477		
<b>FAX:</b>	(602)944-5784		

Pre-Qualified Company		Work Type / Expiration Date	
<b>COMPANY:</b>	ALOHA GRADING, INC.	ASPHALT CONCRETE PAVING	3/31/2012
<b>ADDRESS:</b>	936 E. WILLIAMSFIELD ROAD #103		
<b>CITY/STATE/ZIP:</b>	GILBERT, AZ 85295	FENCING	3/31/2012
<b>TELEPHONE:</b>	(480)899-6881	GRADING & DRAINING	3/31/2012
<b>FAX:</b>	(480)899-6884	MINOR CONCRETE STRUCTURES	3/31/2012
		MISCELLANEOUS CONCRETE	3/31/2012
		PAVEMENT/BRIDGE REPAIR	3/31/2012
		UNDERGROUND	3/31/2012

Pre-Qualified Company		Work Type / Expiration Date	
<b>COMPANY:</b>	ALR CONSTRUCTION, INC.	ASPHALT CONCRETE PAVING	3/31/2012
<b>ADDRESS:</b>	1719 1/2 S. 22ND AVENUE		
<b>CITY/STATE/ZIP:</b>	PHOENIX, AZ 85009	GRADING & DRAINING	3/31/2012
<b>TELEPHONE:</b>	(602)258-4848		
<b>FAX:</b>	(602)258-7568		

Pre-Qualified Company		Work Type / Expiration Date	
<b>COMPANY:</b>	AMERICAN BRIDGE COMPANY	ALL CLASSES OF CONSTRUCTION	3/31/2012
<b>ADDRESS:</b>	1000 AMERICAN BRIDGE WAY		
<b>CITY/STATE/ZIP:</b>	COROAPOLIS, PA 15108		
<b>TELEPHONE:</b>	(412)631-1000		
<b>FAX:</b>	(412)631-2000		

Pre-Qualified Company		Work Type / Expiration Date	
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# **EXHIBIT B**



## SPECIAL PROVISIONS

SP-1 TO SP-6

## SPECIAL PROVISIONS

### GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE

#### 1. PROPOSED WORK

The work consists of subgrade preparation (including any necessary minor clearing and grubbing), removal or relocation of any existing structures interfering with the work, installation of concrete sidewalks, concrete curbs and curb and gutter, masonry wall, aggregate base course, asphaltic concrete pavement, temporary chain link fence, chain link fence, chain link security fence, fence gates, barbed wire fence and as-built drawings other work as shown within the plans.

#### 2. GENERAL REQUIREMENTS

The project has been designed utilizing the Arizona Department of Transportation (ADOT) Construction Standard Drawings (Latest Series), and 2008 Standard Specifications, with appropriate current revisions along with Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions), Maricopa Association of Governments. Wherever reference in the Standard Specifications is made to MAG, ADOT, the Owner, or the Department: it shall refer to Gila County.

In the event of any conflict between the plans and Standard Specifications, the plans shall prevail. In the event of any conflict between these Special Provisions and the plans or Standard Specifications, these Special Provisions shall prevail.

The following STANDARD SPECIFICATIONS and/or details are considered a part of these Contract Documents and are considered as binding as if actually attached hereto:

- Arizona Department of Transportation, Highways Division, Standard Specifications for Road and Bridge Construction, Edition of 2008,
- Arizona Department of Transportation, Highways Division, Standard Drawings, listed in the project plans and defined hereinafter,
- Manual on Uniform Traffic Control Devices, Millennium Edition, and Amendments.
- Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.
- Arizona Water Company Specifications and Standard Details, April 2004.

Special Provisions continued...

**3. POINTS AND INSTRUCTION AND AS-BUILTS**

The Contractor will furnish and set control stakes and points for line and grade and will furnish the Engineer with the necessary information relating to such stakes and points.

The Contractor will provide such intermediate stakes as he may need to set to comply with these Specifications.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense of replacement, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

In the event that it is necessary for the OWNER to duplicate his work because of acts of omission or negligence on the part of the Contractor, or because of the removal of defective work, such additional cost of engineering shall be borne by the Contractor.

When the work is completed, the Contractor shall provide the OWNER with a set of as-built drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor. Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

**4. CONSTRUCTION LIMITS**

The Contractor shall not disturb any vegetation or operate any equipment outside the approved clearing limits as defined in ADOT Standard Specifications, Section 201 - Clearing and Grubbing and as specified in the Technical Specifications. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized.

Special Provisions continued...

The Owner shall provide land, right-of-way, and easements for all work specified in this contract, except that the Contractor shall provide additional land if required for the erection of temporary construction facilities for storage of his material, together with right of access to same. The Contractor shall not enter or occupy with men, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Engineer damaged by vandalism or theft. The Contractor will take whatever measures are necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

**5. OPERATION AND TRAFFIC CONTROL PLANS**

The Contractor shall submit to the Owner for approval his proposed sequence of operations and a compatible method of maintaining traffic as described in ADOT Section 107 of the Standard Specifications and the Technical Provisions. The proposal shall be submitted at the preconstruction conference.

**6. QUALITY CONTROL PLAN**

The Owner shall be responsible for Quality Control. The Contractor shall provide access to all parts of the work and material sources for the Owner obtain all necessary sampling and testing and shall schedule all required testing with the Owner. The Owner shall have the right, at any stage of the operations, to reject any and all work and material that, in his/her opinion, do not meet the requirements of the specifications.

**7. SAMPLING AND TESTING**

All testing and sampling as specified herein shall be performed by a geotechnical laboratory. Unless otherwise specified, the cost of the laboratory testing, heavy equipment rental and labor incident to practical tests specified shall be at the Owner's expense.

Special Provisions continued..

The Contractor shall notify, during the preconstruction conference, the Owner of the proposed sources of all materials required by the Specifications to be tested. Before work starts sufficient time shall be allowed for the taking of samples and completing tests required.

For the verification of weights and character of materials, the Owner shall have access at all reasonable times to all parts of the work, plants, and assembly yards connected with the work. The Contractor shall facilitate and assist in the verification of all scales, measures and other devices, which he operates. Reference to ASTM and other Standard Specifications shall be considered to mean current standards. If it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, has in any way become unfit for use shall be used in the work. The approval of any material represented by any sample or samples shall not be taken as a guarantee of all materials from the source; and it shall be understood that all materials delivered to the site are subject to test at any time and will be rejected if they do not meet the requirement of the Specifications.

**8. MEASUREMENT AND PAYMENT**

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans. All earthwork, fill and excavation, submitted for payment shall be certified by an Arizona registered Professional Land Surveyor in support of the work performed by the Contractor.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and/or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.

Special Provisions continued...

- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Engineer or the Owner shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

**9. HAUL ROUTE**

The Contractor is to submit haul routes to the Owner for approval prior to the use of said routes.

**10. DUST CONTROL**

The Contractor shall use all methods in the control of dust as set forth by A.R.S. §49-401 and the ADOT Standard Specifications Section 207. The cost thereof is to be included in the unit construction cost.

**11. TEMPORARY CONSTRUCTION EASEMENTS**

Temporary construction easements are not required for this project.

Special Provisions continued...

**12. OWNER'S FIELD OFFICE**

The Owner's field office, as called for under Section 60-05 of the General Provisions, shall not be required of the Contractor for this project.

**13. BLASTING NOTIFICATION**

Blasting shall not be permitted within any portion of the project at any time.

**14. UTILITY SYSTEMS**

The Contractor shall be aware of each utility system owner's requirements/specifications/standard details/permitting prior to the commencement of any utility system installation or the relation/adjustment of any system elements that interfere with construction. The Contractor shall also be aware of several utility systems existing within and around the project limits. The Contractor shall be responsible for any damage to the utilities. The Contractor shall be aware of overhead utility lines along and near roadways within and/or adjacent to the project limits. The Contractor shall be responsible for any damage to any overhead utilities or their support structures.

**15. UTILITY RELOCATION/REMOVAL**

The Contractor shall not be responsible for the relocation and/or removal of any existing utility system(s) in conflict with the project unless noted on the plans. The Contractor shall coordinate project activities with each respective utility system. Prior to construction to minimize utility service disruption, relocations and/or removals shall be in accordance with each respective utility system owner. The Contractor shall be responsible for any damage to said utility system(s) during construction.

**16. DISPOSAL OF REMOVED VEGETATION OR UNSUITABLE MATERIALS**

The Contractor shall dispose all removed vegetation and/or any unsuitable materials in a location as designated by the Public Works Director. Disposal of said material in another location(s) shall be submitted to the OWNER for approval prior to disposal activities.