GILA COUNTY

Tommie C. Martin, District I Supervisor
Michael A. Pastor, District II Supervisor
Shirley L. Dawson, District III Supervisor

Don E. McDaniel, Jr., County Manager
Joseph T. Heatherly, Finance Director

INFORMAL BID REQUEST NO. 070712

ELECTRICAL SERVICE UPGRADE PAYSON SHERIFF'S OFFICE

Notice is hereby given that Gila County is requesting sealed bids from qualified Contractors to perform the electrical service upgrade for the Gila County Sheriff's Office in Payson, Arizona.

Sealed bids for the material or services as specified will be received by the Gila County Purchasing Department until the time and date cited. Any bids received later than the date and time specified below will not be opened. Late, faxed, or emailed quotes will not be accepted.

SUBMITTAL DUE DATE: **Friday, August 10, 2012 4:00 pm**

SUBMITTAL LOCATION: **Gila County Purchasing Department**
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

Informal bids shall be submitted in a sealed envelope with the following information visible on the outside of the envelope:

- Informal Bid Request No. 070712
- Title: Electrical Service Upgrade Payson S.O.
- Date: August 10, 2012, 5:00 pm
- Name of Contractor Submitting Quote

MANDATORY PRE-BID MEETING: **Thursday, August 2, 2012 10:00 am**
Payson Sheriff's Office
108 W. Main Street, Payson, AZ

Informal bid responses will only be accepted from those individuals in attendance at the pre-bid meeting.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

SCOPE OF WORK

The intent of the contract is to provide for project completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the specifications, and terms of the contract. Work shall be performed under the direction of the County Facilities Manager or designee.

The project consists of a service entrance upgrade due to old and outdated existing equipment. The intent of this project is to replace the existing 600 amp 120/208 3 phase 3R underground service entrance section located at 108 W. Main Street, Payson, AZ, with a new service and add additional sub-panels. Please reference Exhibit "A", Electrical Drawings and Specifications.

This building is currently in use with a 24 hour 7 day a week (24/7) office operation; 911 dispatch center, and detention facility. It is extremely important that any outages be scheduled with the Sheriff's Office by the Contractor and be kept to a minimum. It is acceptable that this project have power outages lasting a short time to facilitate transfer to new equipment as long as the transfer day is scheduled in advance to allow for staffing adjustments by the County. On the day of transfer prior to each power outage, detention staff and dispatch staff will need to be notified and clearance given from both before the outage can occur.

It is the awarded Contractor's responsibility to coordinate the project with the Gila County building inspectors. Permit fees will be waived by the County for this project.

Contractor Shall

- Coordinate requirements with Arizona Public Service for new utility meter and secondary feed requirements, provide trenching and backfill as required.
- Remove and replace existing 'SES' with new 'SES' and re-feed existing loads, maintaining circuit continuity.
- Provide new ground bar and connect to new 'SES'.
- Disconnect existing panel serviced from separate existing service and connect to new 'SES'.
- Relocate existing 'ATS' and replace existing remote annunciator panel with new, extended raceway and conductors as required.
- Provide new panelboard fed from new 'SES'.
- Ground existing Conex and Radio Tower.

Specifications

Exhibit "A", Electrical Drawings and Specifications, by mention are made a binding part of this agreement and the awarded contract as set forth herein.

Clean Up

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all material 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 defects of any goods or services not conforming to the foregoing warranty promptly, without expense to County, when notified of such nonconformity by County, provided County elects to provide Contractor with the opportunity to do so. 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 as incurred.

Safety and Loss Control

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

Registered / Licensed
To be considered responsive, Contractor 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.

INQUIRES

For clarifications concerning this Informal Bid Request please submit questions by email to ~~vbejarano@co.gila.az.us~~. Questions will be received up to 3:00 pm, Friday, August 3, 2012. Questions received after August 3, 2012, will not be answered.

DSGROI@CO.GILA.AZ.US

Responses to questions will be answered in the form of an addendum. The addendum will be sent to those in attendance at the pre-bid meeting by email no later than 3:00 pm, Monday, August 6, 2012.

AWARD OF CONTRACT

Consideration of Proposals: After submitted bids are opened they will be compared on the basis of the lump sum amount. Awarded contractor will be required to enter into a service agreement with Gila County.

Until the award of a contract is made, the County reserves the right to reject any or all bids; 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 be to promote the County's best interests.

Contract Award: The contract will be awarded to the responsible bidder whose bid conforms to the informal bid request 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. 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.

Execution of Contract: The awarded contractor 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 seven (7) calendar days from the date mailed or otherwise delivered to the successful contractor. 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 an acceptable surety bond or bonds within the seven (7) 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.

TERM

The contract shall become effective September 1, 2012, and shall remain in full force and effect until November 30, 2012. The term may be extended upon written request and approval of the County Manager.

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 herein.

- Bidding Schedule
- Qualification and Certification
- Reference list
- Bid Bond
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract (Must be signed by contractor upon informal bid submittal.)
- Contract Performance Warranty
- Contract Performance Bond
- Labor and Material Bond

- CADD Database License, Indemnity & Warranty Agreement
  Electrical Specifications, Page 15, Common Work Results for Electrical

QUALIFICATION AND CERTIFICATION FORM

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

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

Contract Number 070712
The applicant submitting this Bid Proposal warrants the following:

1. Name, Physical Address, Email Address, and Telephone Number of Principal Contractor:
   Burden Electric LLC
   1240 Lane St Globe Az 85501
   burdenelectric@aol.com 928-402-0379

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 or prohibited from competing for a contract? _____Yes ___✓___No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (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 Experience Modifier (e-mod) Rating for AZ:** .98
   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:** 11555 33

Signature of Authorized Representative

Rodney H Burden
Printed Name

Rodney H. Burden

Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award for **Informal Bid 070712**. The information may be a determining factor in award.

References
Please list a minimum of three (3) references for projects of similar size and scope to this Informal Bid during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Dreampole Construction
   Contact: Tim Humphery
   Phone: 928-701-1455
   Address: Globe

2. **Company:** (Gila County Auditorium) - Blackwell Const
   Contact: Gideon
   Phone: 602-568-9169
   Address: 2020 S McClintock Tempe, Az

3. **Company:** Native Nations Builders
   Contact: Jo Anne Sites
   Phone: 480-288-4433
   Address: 9645 Phelps Rd. Apache Junction

Burden Electric LLC
Name of Business

Signature of Authorized Representative

Construction Manager
Title

(Siemens)

BIDDING SCHEDULE

Informal Bid Request No. 070712
Electrical Service Upgrade for Payson Sheriff's Office

We agree to provide all work and material necessary to complete the project as shown in the scope of work above for the following contract price:

VENDOR NAME: Burden Electric LLC

PHONE NUMBER: 928-402-0379 **EMAIL ADDRESS:** burdenelectric@ad.com

TOTAL CONTRACT PRICE, for the sum of $ 42,601.50

WRITTEN TOTAL CONTRACT PRICE Forty Two Thousand Six Hundred one ***Dollars and*** 50/100 ***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 material increased or decreased at the Bid price.

The total lump sum 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 pricing be proposed.

Burden Electric LLC

ROC 115534 RESIDENTIAL
ROC 115533 COMMERCIAL

PROPOSAL
8/14/12 (revised)

SUBMITTED TO:
Gila County Purchasing Department Guerrero Building 1400 E Ash Street Globe, AZ 85501

ADDRESS: JOB LOCATION:
Gila County Payson Sheriff's Office 108 West Main Street Payson, AZ 85541

Burden Electric LLC
P.O. Box 628
Globe AZ, 85502

Phone: 928-402-0379
Fax: 928-402-0379 call ahead
Cell: 480-747-0064
Email: burdenelectric@aol.com

We here by proposed to furnish the materials and perform the labor necessary for the completion of the following:

Payson Sheriff's Office Electrical Service Upgrade:Remove and replace SES (move existing ATS to new location,

Repipe existing panels to new SES, Add new panel and pipe to new SES, Pipe from new panel To out door panel, pull all new and existing

Provide new housekeeping pad. Testing of grounding system

MATS	**$13,863.33**	
GEAR	**9,183.00**	**(SIEMENS)**
LABOR	**17,456.17**	
TESTING	**750.00**	
SURETY BOND	**1,349.00**	
TOTAL INCLUDING TAX	**$42,601.50**	

Our Price Will Not Include the Following: Any repair or replacement of any damage of material /completed work that is caused by any Company, crew, or person not affiliated with Burden Electric LLC. Also, note any Utility, or Inspection Fees are not included.

All material and work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a workman like manner for the sum of: $ 42,601.50

Forty Two Thousand Siix Hundred and One dollars and 50/100 cents

Payment to be made as follows:

Terms NET

Any alterations or deviation from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate contingent upon strikes, accidents, or delays beyond our control.

NOTE—This proposal may be withdrawn by us if not accepted within **10 Days.**

AUTHORIZED BURDEN ELECTRIC LLC REPRESENTATIVE:

Signature. _____ **Date.** 8/27/12

CUSTOMER

Signature. _____ **Date.** _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. Work has been authorized and payments will be as above.

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

STATE OF ARIZONA)
)ss
COUNTY OF: Gila)

Rodney H Burden
(Name of Individual)
being first duly sworn, deposes and says:

That he is Construction Manager
(Title)
of Burden Electric LLC and
(Name of Business)

That he is bidding on **Gila County Informal Bid No. 070712, Electrical Service Upgrade Payson Sheriff's Office, Payson, AZ** and,

That neither he nor anyone associated with the said
Burden Electric LLC
(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.

Burden Electric LLC
Name of Business
Rodney H Burden
By
Construction Manager
Title

Subscribed and sworn to before me this 14th **day of** August, **20** 12.

Notary Public

My Commission expires: July 6, 2016

John R Colson
Notary Public
Gila County, Arizona
My Comm. Expires 7-6-16

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Informal Bid No. 070712, Electrical Service Upgrade Payson Sheriff's Office,** 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, and phone number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

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

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

Burden Electric LLC
Name of Firm

By: (Signature)

Construction Manager
Title

GILA COUNTY
CONTRACT NO. 070712

THIS AGREEMENT, made and entered into this 25TH day of SEPTEMBER, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the **County,** and **Burden Electric LLC** of the City of Globe, 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. 070712, Electrical Service Upgrade Payson Sheriff's Office:

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.

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 and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. **Worker's Compensation and Employers' Liability**
   Workers' Compensation Statutory
   Employers' Liability
   Each Accident $100,000
   Disease – Each Employee $100,000
   Disease – Policy Limit $500,000

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

3. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000

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".**

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 the **Purchasing Department, 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 the **Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501.** The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

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.

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.

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

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

PAYMENT/BILLING: All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number & Name
- Invoice Number
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than $ 42,601.50 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

CONTRACTOR

Burden Electric LLC
Contracting Company Name

Authorized Representative Signature

Rodney H Burden
Print Name

Date: 8-14-12

GILA COUNTY

Don E. McDaniel, Jr., County Manager

Date: 9/25/12

APPROVED AS TO FORM

Bryan B. Chambers,
Chief Deputy County Attorney

CONTRACT PERFORMANCE WARRANTY

I, Rodney H Burden, representing
Burden Electric LLC (company name)

do hereby warranty the work performed for the:

ELECTRICAL SERVICE UPGRADE PAYSON SHERIFF'S OFFICE

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.