

## GILA COUNTY



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

Don E. McDaniel Jr., County Manager  
Chris Bessenecker, Finance Director

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### INFORMAL BID REQUEST NO. 062013IBR PINE CREEK CANYON ROAD PORTALS WALL FAÇADE PROJECT

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to perform the installation of a rock façade over two existing concrete retaining walls for the Portals Subdivision in Pine, AZ, and complete all such work in its entirety.

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

**PRE-BID WALK THROUGH MEETING SCHEDULED:** Monday, July 1, 2013, 10:00 AM  
4680 N. Pine Creek Canyon Road  
Pine, AZ

**BID SUBMITTAL DUE DATE:** 3:00 PM, Monday, July 15, 2013

Please submit the **Contract Forms**, in duplicate, with original signatures on both sets, in a sealed envelope: The words **"Informal Bid Request"** with Bid Title **"Pine Creek Canyon Road-Portals Wall Façade Project"**, Bid No. **"062013IBR"**, date **"July 15, 2013"**, and time **"3:00 PM AZ Time"**, shall be written on the envelope. Faxed or emailed bid proposals will not be accepted.

Sealed Bid proposals may be mailed or hand delivered to:

**DELIVERY ADDRESS:** GILA COUNTY PROCUREMENT  
ATTN: JEANNIE SGROI  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

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.

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

## TABLE OF CONTENTS

Description	Page
<b>Scope of Work.....</b>	<b>3.1-3.4</b>
<b>Instruction to Bidders.....</b>	<b>5-6</b>
<b>Award &amp; Execution of Contract .....</b>	<b>6-7</b>
<b>Contract Forms .....</b>	<b>8-22</b>
Bidding Schedule .....	9
Qualification & Certification .....	10
References .....	11
Bid (Surety) Bond <b>(NOT REQUIRED FOR THIS INFORMAL BID REQUEST)</b> .....	12
Affidavit of Non-Collusion.....	13
Intentions Concerning Subcontracting .....	14
Contract .....	15-19
Contract Performance Warranty .....	20
Performance Bond <b>(NOT REQUIRED FOR THIS INFORMAL BID REQUEST)</b> .....	21
Labor & Materials Bond <b>(NOT REQUIRED FOR THIS INFORMAL BID REQUEST)</b> .....	22

**Pine Creek Canyon Road-Portals Wall Facade Project  
Installation of Rock Facade  
Informal Bid Request 062013IBR**

**SCOPE OF WORK**

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

► **SPECIFICATIONS**

**SPECIAL PROVISIONS**

**WALL FACADE SYSTEM  
PORTALS DRIVE at PINE CREEK CANYON ROAD  
PINE, ARIZONA**

**1. PROPOSED WORK**

The work consists of installing a rock facade over two existing concrete retaining wall located at the northern entrance in the Portals subdivision located in Pine, Arizona at the intersection of Portals Drive and Pine Creek Canyon Road. The concrete walls are located along both edges of the roadway along a portion of Portal Drive. The following information with regard to the existing concrete wall is provided.

Per the attached As-Built drawing:

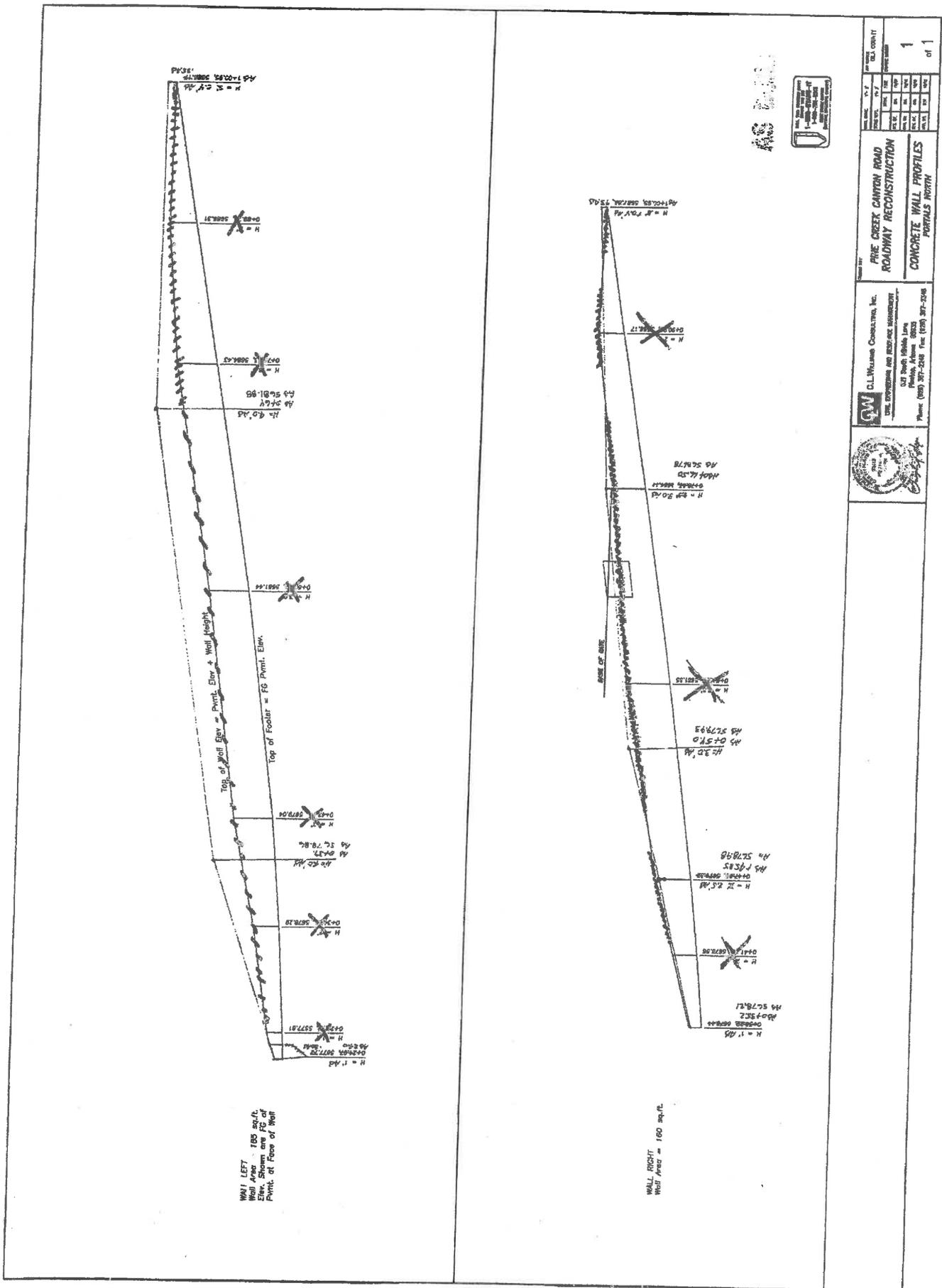
- Northern Wall;
  - Face = 136.2 sq.ft.
  - Top = 54.5 sq.ft.
  - Back = 80 sq.ft. (estimated)
- Southern Wall;
  - Face = 222.5 sq.ft.
  - Top = 65.2 sq.ft.
  - Back = 100 sq.ft. (estimated)



The existing concrete retainage wall varies in height from 0.4-4.0 feet high. The facade rock shall consist of Moss Rock Snap Cut type by Deco Stone of Star Valley, Arizona (contact: Manny 928-474-0573). The Contractor shall use Type S mortar per attached MAG Standard Specification 776 or approved alternative (e.g., Portland cement) when installing the facade rock. No anchor system (e.g., wires, hangers...etc.) shall be necessary for this installation.

Facade rock shall be installed over all exposed concrete faces of the existing retainage wall (i.e., face, top, ends, and back). When installing the facade on the back of the wall the Contractor shall bury the facade approximately 6-8 inches beneath the existing earthen surface grade and backfill to the existing grade after construction is complete and accepted by the Owner.

Bidders must satisfy themselves of the accuracy of the estimated quantities necessary to complete the work including examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work to be done or the condition of the site that could have been reasonably discovered as the result of examination, investigation or review of the site and the contiguous area. If no site investigation is performed, the bidder is responsible for all site conditions and materials necessary to complete the work that should have been discovered had a reasonable site investigation been performed. The submission of a bid will be considered conclusive evidence that the bidder is satisfied with the conditions to be encountered in performing the work and the requirements of the proposed contract.



**SECTION 776**  
**MASONRY MORTAR AND GROUT**

**776.1 GENERAL:**

Masonry mortar and grout shall consist of a mixture of cementitious material and aggregate to which sufficient water has been added to bring the resulting mixture to the desired consistency.

Table 776-1 and 776-2 indicates the average compressive strength obtained when the cementitious material, aggregate, and water (the required amount to provide a flow of 110±5 percent) are combined in the proportion shown in Table 776-3 and Table 776-4.

The mortar or grout to be used will be designated by class in the special provisions and the correct proportions of cementitious materials and aggregate will be combined with the minimum amount of water to provide a workable mixture.

Retempering of the mortar or grout will not be a standard practice and the Engineer's approval will be required for any exception.

TABLES 776-1 & 776-2			
MASONRY MORTAR AND GROUT COMPRESSIVE STRENGTH			
Table 776-1 Masonry Mortar		Table 776-2 Grout	
Type	Compressive Strength 28 Days (psi)	Type	Compressive Strength 28 Days (psi)
A	5500	Fine Grout	2500
B	5000	Coarse Grout	2500
C	4000		
D	3000		
M	2500		
S	1800		

TABLE 776-3			
MASONRY MORTAR PROPORTIONS BY VOLUME			
Type	Portland Cement	Hydrated Lime	Aggregate ASTM C144
A	1	0	1
B	1	0	1 1/2
C	1	0	2
D	1	0	2 1/2
M	1	1/4	2 1/4 to 3
S	1	1/2	2 1/4 to 3

\*Masonry cement type S may be substituted for the cementitious material. Prior approval of the Engineer is required.

TABLE 776-4			
GROUT FOR REINFORCED MASONRY PROPORTIONS BY VOLUME FOR FIELD BATCHING			
Type	Portland Cement	Fine Aggregate (ASTM C404)	Coarse Aggregate (ASTM C404)
Fine Grout	1	2 1/4 to 3	0
Coarse Grout	1	2 1/2	1 to 2

## SECTION 776

### 776.2 PORTLAND CEMENT:

The cement used shall conform with Section [725](#). For volumetric proportioning an unopened sack of cement weighing 94 pounds shall be considered as having a 1 cubic foot volume.

In proportioning the cement, it shall be measured loose, without shaking or compacting, in measuring devices of known capacity.

### 776.3 AGGREGATE:

All aggregate shall be approved by the Engineer prior to being utilized on the job.

Fine aggregate (sand) to be used in mortar shall be thoroughly and uniformly washed and shall be entirely free from oil and deleterious substances. The size and grading of fine aggregate shall conform to the applicable requirements of ASTM C144.

Fine or coarse aggregate to be used in masonry grout shall be thoroughly and uniformly washed and shall be entirely free from oil and deleterious substances. The size and grading of fine or coarse aggregate shall conform to the applicable requirements of ASTM C404.

The average value of sand equivalent determined on 3 successive samples shall not be less than 70 when tested in accordance with ASTM D2419. No individual sample shall have a sand equivalent less than 65.

In proportioning the aggregate, it shall be measured damp, loose without shaking or compacting, in measuring devices of known capacity.

### 776.4 MASONRY CEMENT:

Masonry cement used shall conform to ASTM C91 with the exception that the average compressive strength shall not be less than 2500 psi at 28 days.

### 776.5 HYDRATED LIME:

Hydrated lime used shall conform to ASTM C207, Type S.

### 776.6 WATER:

The water used shall conform to Section [725.4](#).

### 776.7 ADMIXTURES:

Admixtures, unless prescribed in the special provisions, will not be used without prior approval of the Engineer.

### 776.8 TESTS:

**776.8.1 Mortar:** If in the opinion of the Engineer there is sufficient cause to question the quality of the mortar being utilized, random field test in accordance with ASTM C780 Annex A-1 and A-6 will be performed. For this area, the penetration of the cone penetrometer correlating to a flow of  $110 \pm 5$  percent is  $40 \pm 3$  mm.

**776.8.2 Grout:** If required, tests shall be performed in accordance with Uniform Building Code Standard No. 24-23 Section 24.2301.

- End of Section -

› **CLEAN UP**

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

› **WARRANTY**

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

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

› **QUALITY OF STANDARDS OF MATERIAL**

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

› **TAXES**

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

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

## INSTRUCTION TO BIDDERS

### **Preparation of Bid**

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

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

### **Bid Proposal Guaranty**

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

### **Delivery of Proposal**

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

### **Withdrawal or Revision of Proposals**

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

### **Disqualification of Bidders**

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

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

### **Protests**

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

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

### **Safety and Loss Control**

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

### **Registered / Licensed**

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

## **AWARD AND EXECUTION OF CONTRACT**

### **Consideration of Bid Proposals**

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

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

### **Award of Contract**

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

### **Cancellation of Award**

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

### **Requirement of Contract Bonds**

~~At the time of the execution of the contract, the successful bidder shall furnish the County surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. 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 successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County, ~~along with the fully executed surety bond or bonds~~. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

### **Failure to Execute Contract**

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

### **Payment**

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

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

## CONTRACT FORMS

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

- Bidding Schedule
- Qualification & Certification
- Reference List
- Bid Bond
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract
- Contract Performance Bond
- Labor and Materials Bond
- Contract Performance Warranty

**BIDDING SCHEDULE**

**PINE CREEK CANYON ROAD-PORTALS WALL FACADE PROJECT  
INSTALLATION OF ROCK FACADE  
GILA COUNTY, ARIZONA  
Informal Bid Request 062013IBR**

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

VENDOR NAME: Wantland & Sons Construction LLC

TOTAL CONTRACT PRICE, for the sum of \$ 13,102<sup>00</sup>

**WRITTEN TOTAL CONTRACT PRICE**

thirteen thousand one hundred two Dollars  
and sixty eight Cents.

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

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

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

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

**GILA COUNTY**  
**QUALIFICATION AND CERTIFICATION FORM**

**Purpose**

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

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

**Informal Bid Request 062013IBR**

The applicant submitting this Bid Proposal warrants the following:

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

Wanland & Sons Construction LLC  
PO Box 1032 Payson AZ 85547  
928-978-1009

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: 1.0  
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: 177423, 177424, 177398, 207850

Jeff Wanland  
Signature of Authorized Representative

Jeff Wanland  
Printed Name

own/mgr  
Title

**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: Dreampole Const.  
Contact: Tim Humphrey  
Phone: 928-425-2734  
Address: 780 N. Broad St. Globe
  
2. Company: Roy Naught  
Contact: Roy  
Phone: 474-0997  
Address: PO Box 73 Payson Az
  
3. Company: Young Public School  
Contact: Tom  
Phone: 928-462-3283  
Address: Young Az
  
4. Company: Gila County  
Contact: Steve Stratton  
Phone: 928-402-8612  
Address: 1400 E. Ash, Globe Az

Wantland & Sons Const. LLC  
Name of Business  
[Signature]  
Signature of Authorized Representative  
own/mgr  
Title

GILA COUNTY  
SURETY (BID) BOND

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

**KNOW ALL MEN BY THESE PRESENTS,**

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

WHEREAS, the Principal is herewith submitting its proposal for:

**NOT REQUIRED FOR THIS BID**

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

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

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2011

My commission expires: \_\_\_\_\_  
Notary Public

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

STATE OF ARIZONA                    )  
                                                  )ss  
COUNTY OF:                         )

Jeff Wantland  
(Name of Individual)  
being first duly sworn, deposes and says:

That he/she is  
owner, manager  
(Title)  
of Wantland & Sons Construction LLC and  
(Name of Business)

That he/she is bidding on Gila County Informal Bid Request 062013IBR PINE CREEK CANYON ROAD-PORTALS WALL FACADE PROJECT, INSTALLATION OF ROCK FACADE, Pine, AZ and,

That neither he/she nor anyone associated with the said  
Wantland & Sons Construction 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.

Wantland & Sons Constr. LLC  
Name of Business  
By Jeff Wantland  
Title owner, manager

Subscribed and sworn to before me this 15<sup>th</sup> day of July, 2013.

Michelle Hale  
Notary Public

My Commission expires: 5/26/16



**GILA COUNTY  
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **INFORMAL BID REQUEST 062013IBR, PINE CREEK CANYON ROAD-PORTALS WALL FACADE PROJECT INSTALLATION OF ROCK FACADE**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number and ROC number.

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

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

Wentland & Sons Const. LLC

Name of Firm

Jeff Wentland

By (Signature)

owner, manager

Title

GILA COUNTY  
CONTRACT NO. 062013IBR

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of July, 2013, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Wentland & Sons Const of the City of Payson, 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. 062013IBR, Pine Creek Canyon Road-Portals Wall Façade project:

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

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

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

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

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

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

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

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

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

**2. Automobile Liability**

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

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

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

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

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

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

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Finance Department, Jeannie Sgroj, 1400 E. Ash St., Globe, AZ, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

**LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

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

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

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

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements.

Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

**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 RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 13,102<sup>48</sup> including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

Wantland & Sons Const. LLC  
Contracting Company Name

Jeff Wantland  
Authorized Representative Signature

JEFF Wantland  
Print Name

GILA COUNTY:

Don E. McDaniel, Jr.  
Don E. McDaniel, Jr., County Manager

7/31/13  
Date

CONTRACT PERFORMANCE WARRANTY

I, Jeff Wantland, representing  
Wantland & Sons Const. LLC (company name)

do hereby warranty the work performed for the:

**PINE CREEK CANYON ROAD-PORTALS WALL FACADE PROJECT-INSTALLATION OF ROCK FACADE,  
PINE, AZ**

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

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

Jeff Wantland  
(Officer, Partner, Owner)

7/15/2013  
Date

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

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

**KNOW ALL MEN BY THESE PRESENTS:**

That,

\_\_\_\_\_  
\_\_\_\_\_, (hereinafter called the Principal), as Principal,

and

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

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for:

**NOT REQUIRED FOR THIS BID**

\_\_\_\_\_ contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

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

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

**KNOW ALL MEN BY THESE PRESENTS:**

That,

\_\_\_\_\_  
\_\_\_\_\_, (hereinafter called the Principal), as Principal,  
and

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

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for:

**NOT REQUIRED FOR THIS BID**

\_\_\_\_\_ contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number