GILA COUNTY

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

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

INFORMAL BID REQUEST NO. 011514IBR
FURNISH AND INSTALL NEW OUTBOARD MOTOR FOR 2006 25' TRITON BOAT

Notice is hereby given that Gila County is requesting bid proposals from qualified Vendors/Contractors, including Boat Motor Manufacturers and Dealers/Certified Representatives, to establish a contract for the purchase and installation of a boat motor for the Gila County (County) Sheriff's Office in accordance with the requirements of this Informal Bid Request.

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

BID SUBMITTAL DUE DATE: **3:00 PM, Tuesday, February 18, 2014**

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 **"Furnish and Install New Outboard Motor for 2006 25' Triton Boat",** Bid No. **"011514IBR"**, date **"February 18, 2014"**, 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 FINANCE
ATTN: JEANNIE SGROI
GUERRERO BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

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

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FURNISH AND INSTALL NEW OUTBOARD MOTOR FOR 2006 25' TRITON BOAT
Informal Bid Request 011514IBR

SPECIFICATIONS

1. PURPOSE

This Invitation for Bid (IFB) is to establish a contract for an Outboard Motor for the Gila County (County) Sheriff's Office in accordance with the requirements of the solicitation. Vendor shall be certified by the Manufacturer to sell and service the unit.

2. DELIVERY

The Gila County Sheriff's Office will pick up the boat, upon notification of completion by the successful vendor/contractor.

3. SPECIFICATIONS

Existing equipment: 2006 25' Triton Center Console Boat, Mercury 250 Verado (2.6L)

a. Horsepower: 250HP, with 25" shaft length
b. Stroke: 4
c. Fuel: Gas, 87 octane capable
d. Warranty: 2 years
e. Propulsion system: Average mean time between failures (MTBF) of 1000 hours before a major repair or overhaul is required and 4000 hours of use before replacement based on projected annual use of 400 hours. The motor shall be capable of prolonged operation at idle speeds with no adverse effects on the engine performance or warranty.

Major repair/overhaul is defined as repairs/overhauls typically performed at an OEM authorized repair/overhaul facility, which include but are not limited to, systems such as power heads, turbo chargers, computers, charging systems and lower units.

The bids for this project will be due Tuesday, February 18, 2014 at 3 P.M. Please submit any questions to Jeannie Sgroi at jsgroi@gilacountyaz.gov. All questions must be submitted in writing no later than Wednesday, February 12, 2014 at 2 P.M. Answers to any questions received will be sent to all bidders no later than Friday, February 14, 2014 at 2 P.M. Delivery is desired as soon as possible, but no later than thirty (30) days after receipt of order.

SPECIAL TERMS AND CONDITIONS

1. PURPOSE

Gila County and the Gila County Sheriff's Office, invites interested vendors/contractors, including Boat Motor Manufacturers and Dealers/Certified Representatives, to submit responses in accordance with the solicitation documents. The purpose of this solicitation is to establish a contract to acquire the most effective Boat Motor for the Gila County (County) Sheriff's Office in accordance with the requirements of the solicitation.

2. PRICING

Pricing is all-inclusive including price for product, delivery, taxes and installation. Price shall include all gauges, control runs, hydraulic power units and throttle controls for a standard non-electric shift and throttle system. Bid proposals will be evaluated and recommended for award based on the total bid cost including tax.

3. BRAND NAME or EQUAL SPECIFICATION

Any brand name or equal specification used in this solicitation is for the purpose of describing the standards of quality, performance, and characteristics desired, and are not intended to limit or restrict competition. Any offer which proposes equal quality, design, or performance will be considered if the product offered is identified in the bid, including sufficient technical information, and is determined by the County to be an equal in all material respects to the brand name product referenced in the solicitation.

4. NEW EQUIPMENT

All equipment, materials, parts and other components incorporated in the work or an item covered by this contract shall be new, of the latest model and of the most suitable grade for the purpose intended. All equipment shall be sound sealed and completely free of vibration and noise. Boat motors shall be equipped with a waterproof ignition and have a mechanical gear shift for neutral, forward and reverse, unless otherwise specified. Boat motors shall be supplied with the appropriate connectors for existing controls or those to be ordered. Offers must be for equipment on which the original manufacturers' serial number has not been altered in any way. Throughout the contract term, the County reserves the right to reject any altered equipment.

5. INSTALLATION

The Contractor shall be fully responsible for installation and for the correction of items of workmanship not in compliance with the specifications. The Contractor shall be responsible for any loss of or damage to County property while such property is in the Contractor's possession and/or subject to the Contractor's control.

6. COMPLETION

Completion is desired as soon as possible, but no later than 30 (thirty) days after receipt of order. The County will deliver boat number B06, a 2006 25' Triton Center Console boat to the contractor prior to the delivery of the motor acquired as a result of this solicitation. Contractor shall retain title and control of all goods until they are in the possession of the Gila County Sheriff's Office and acceptance has been made by a representative of the County. The Contractor shall be responsible for all equipment to be in a complete and ready-for-use condition with all components functioning; cleaned, tested, lubricated, and serviced. Equipment shall be delivered to the County free of decals or emblems identifying or advertising the Contractor. The standard identification of a manufacturer is acceptable. The Contractor shall be responsible for ensuring the delivery performance of subcontractors.

7. ACCEPTANCE

Each item shall be subject to a complete inspection by the Gila County Sheriff's Office prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty calendar days shall be allowed for this process.

8. WARRANTY

The Manufacturer's Standard Warranty shall cover all Commodities (Boat Motors, Parts, and Accessories) and contractual services of the Contract. The Warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the required performance criteria for both freshwater and saltwater use. The Manufacturer's Standard Warranty coverage must be identical to or exceed the most inclusive of those normally provided for the Commodities (Boat Motors, Parts, and Accessories) specified herein that are sold to any State or local governments. Unless otherwise stated, the Warranty must have a minimum term of two (2) years (threshold) and three (3) years (objective) on parts and service from the date of Acceptance, and will begin only at the time of Acceptance by the County. A copy of the Manufacturer's Warranty must be included with the equipment delivered under this Contract.

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. 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. 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. 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.

INSTRUCTION TO BIDDERS

1. 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 10).** 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.

2. 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.

3. 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.

4. 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.

5. 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 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.

6. CERTIFICATION

To be considered responsive, Contractors must be certified by the manufacturer to sell and service the equipment provided for in this informal bid request.

AWARD AND EXECUTION OF CONTRACT

1. 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.

2. 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.

3. CANCELLATION OF AWARD

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

4. 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. 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.

5. FAILURE TO EXECUTE CONTRACT

Failure of the successful bidder to execute the contract as specified in the informal bid documents within the 10-calendar-day period specified shall be just cause for cancellation of the award.

6. PAYMENT

Gila County employs a "Net 15" payment term meaning that payment will be issued 15 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
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract

BIDDING SCHEDULE

FURNISH AND INSTALL NEW OUTBOARD MOTOR FOR 2006 25' TRITON BOAT
Informal Bid Request 011514IBR

We agree to provide all work and material necessary to complete the Informal Bid Request per specifications for the following Contract Price:

VENDOR NAME: LOYD'S MARINE

TOTAL CONTRACT PRICE, for the sum of $ 22,290.53

WRITTEN TOTAL CONTRACT PRICE

TWENTY TWO THOUSAND TWO HUNDRED NINTY **Dollars**

and FIFTY THREE **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 011514IBR
The applicant submitting this Bid Proposal warrants the following:

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

   LOYD'S MARINE 85205
   6720 E. MAIN ST MESA, AZ
   480-832-0722

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:** 1.00
   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:** 20147156

Signature of Authorized Representative

VINCENT MELCHER
Printed Name

OWNER
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:** CITY OF CHANDLER, AZ.
   Contact: ANDY ANDERSON
   Phone: 602-885-5179 85244
   Address: AIRPORT WRF MS 396 CHANDLER, AZ

2. **Company:** CASTLES & COASTERS
   Contact: PHIL GRANT
   Phone: 602-370-6664 85051
   Address: 9445 METRO PARKWAY EAST PHOENIX, AZ

3. **Company:** BROPHY COLLAGE PREP
   Contact: LUCAS OR JOHN CIANNI
   Phone: 602-505-0057 85012
   Address: 4701 N. CENTRAL AVE. PHOENIX, AZ

4. **Company:** GILA COUNTY SHERRIFF DEPT.
   Contact: WAYNE DORSETT
   Phone: 928-978-8873 85501
   Address: 1200 SOUTH ST. GLOBE, AZ

LOYD'S MARINE
Name of Business

Signature of Authorized Representative

OWNER
Title

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

VINCENT MELCHER
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is OWNER
(Title)

of LOYD'S MARINE and
(Name of Business)

That he/she is bidding on **Gila County Informal Bid Request No. 011514IBR Furnish and Install New Outboard Motor for 2006 25' Triton Boat,**

That neither he/she nor anyone associated with the said LOYD'S MARINE
(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.

LOYD'S MARINE
Name of Business

By

OWNER
Title

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

Christine Georges
Notary Public

My Commission expires: 1-16-2016

CHRISTINE GEORGES
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Jan. 16, 2016

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **INFORMAL BID REQUEST 011514IBR FURNISH AND INSTALL NEW OUTBOARD MOTOR FOR 2006 25' TRITON BOAT**, 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.

LOYD'S MARINE
Name of Firm

By: (Signature)

OWNER
Title

GILA COUNTY
CONTRACT NO. 011514IBR

THIS AGREEMENT, made and entered into this 14 day of FEBRUARY, 2014, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County,** and LOYD'S MARINE of the City of MESA, State of ARIZONA, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. **011514IBR, Furnish and Install New Outboard Motor for 2006 25' Triton Boat:**

DOCUMENTS: The attached "Call for Informal Bids", "Specifications", "Special Terms and Conditions", "Instructions to Bidders", "Award and Execution of Contract", "Contract Forms" "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Contract", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

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

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

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements.
Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than $ 22,290.53 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

LOYD'S MARINE

Contracting Company Name

Authorized Representative Signature

VINCENT MELCHER

Print Name

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

2/26/14

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Imes Insurance Associates, Inc.
2045 S Vineyard Dr Ste 152
Mesa, AZ 85210-6892

CONTACT NAME: Imes Insurance Associates, Inc.
PHONE (A/C, No, Ext): 480-820-2020 FAX (A/C, No): 480-820-5519
E-MAIL ADDRESS: agency@imescovered.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Auto-Owners Insurance	18988
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Melcher Marine LLC dba Lloyd's Marine
Dba Loyd's Marine
6720 E Main St
Mesa, AZ 85205-9031

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Hired Non Owned Auto GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	x	x	45102665	03/09/2014	03/09/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Hired Non Owned	$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		45058649	03/09/2014	03/09/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Com Garage & Dealers	x	x	49102665	03/09/2014	03/09/2015	$300,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JOB BIDDING: 011514IBR 2006 25' Triton Center Console Boat, Mercury for the County Sheriffs Office Gila County. "The County of Gila is additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor". Waiver of Subrogation applies to Liability & Workmans Compensation coverage.

CERTIFICATE HOLDER

The County of Gila
Finance Dept. Jeannie Sgroi
1400 E Ash St
Globe, AZ

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R P Imes Jr

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