GLOBE SHERIFF'S OFFICE / JAIL
PEDESTRIAN BYPASS AND
ENTRY GATE MODIFICATION
GILA COUNTY, ARIZONA

INFORMAL BID REQUEST 041114IBR

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: Rodriguez Constructions, Inc.

TOTAL CONTRACT PRICE, for the sum of $ 24,647.00

WRITTEN TOTAL CONTRACT PRICE

Twenty Four Thousand Six Hundred Forty Seven **Dollars**

and Zero/00 **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

Informal Bid Request 041114IBR

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.

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   Rodriguez Constructions, Inc.
   P.O. Box 13, Miami AZ 85539
   (P) 928-425-7244 (F) 928-425-5337

2. Has 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:** .78
   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:** ROC 247373 K42 ROC 247372 - B-01 ✓

Signature of Authorized Representative

Art Rodriguez
Printed Name

President
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 Miami
   Contact: Web Sukousky
   Phone: 928-812-0957
   Address: 500 W. Sullivan street, Miami AZ 85539

2. **Company:** Gila County Housing
   Contact: Gabe Eylicia
   Phone: 928-200-1258
   Address: 5515 S. Apache Ave. Globe AZ 85501

3. **Company:** Gila County Housing
   Contact: Malissa J Buzan
   Phone: 928-425-7631
   Address: 5515 S. Apache Ave. Globe AZ 85501

4. **Company:** Sundt
   Contact: Tony Lopez
   Phone: 602-361-2058
   Address: 2620 S. 55th St. Tempe, AZ 85282

Rodriguez Constructions, Inc.
Name of Business

Signature of Authorized Representative

President
Title

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

Arturo I. Rodriguez
(Name of Individual)
being first duly sworn, deposes and says:

That he/she is President
(Title)

of Rodriguez Constructions, Inc. and
(Name of Business)

That he/she is bidding on **Gila County Informal Bid Request 041114IBR GLOBE JAIL PEDESTRIAN BYPASS AND ENTRY GATE MODIFICATION, Globe, AZ** and,

That neither he/she nor anyone associated with the said

Rodriguez Constructions, Inc.
(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.

Rodriguez Constructions, Inc.
Name of Business

By

President
Title

Subscribed and sworn to before me this 05th **day of** May, **20**14.

My Commission expires: Bryancian
Notary Public

Jacob Berttunen
Notary Public
Gila County, Arizona
My Comm. Expires 06-13-17

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **INFORMAL BID REQUEST 041114IBR, GLOBE JAIL PEDESTRIAN BYPASS AND ENTRY MODIFICATION**, 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.

Globe Fence Company
6218 East Colby St.
Mesa, AZ. 85205
602-301-6288
AZ ROC # 216192

Rodriguez Construction, Inc.
Name of Firm

By: (Signature)

President
Title

GILA COUNTY
CONTRACT NO. 041114IBR

GLOBE JAIL PEDESTRIAN BYPASS AND ENTRY GATE MODIFICATION

THIS AGREEMENT, made and entered into this 14TH day of MAY, 2014, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County,** and RODRIGUEZ CONSTRUCTION of the City of MIAMI, 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. 041114IBR, GLOBE JAIL PEDESTRIAN BYPASS AND ENTRY GATE MODIFICATION:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Informal Bid Request", "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 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, (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.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than $ 24,647.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

Rodriguez Constructions, Inc.
Contracting Company Name

Authorized Representative Signature

Art Rodriguez
Print Name

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

5/14/14
Date

CONTRACT PERFORMANCE WARRANTY

I, Art Rodriguez, representing Rodriguez Constructions, Inc. (company name)

do hereby warranty the work performed for the:

INFORMAL BID REQUEST NO. 041114IBR,
GLOBE JAIL PEDESTRIAN BYPASS AND ENTRY GATE MODIFICATION -GLOBE, 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.

(Officer, Partner, Owner)

5-5-14
Date

RODRIGUEZ CONSTRUCTIONS INC.

PO Box 13
Miami, AZ 85501
Phone: 928-425-7244
Fax: 928-425-5337

RES/COMM. Lic. # ROC247373K42
RES. Lic. #ROC247371B
COMM. Lic # ROC247372 B-01

Rodriguez Constructions, Inc. Corporation information for bid proposal.

Corporation State: Arizona, Jan 1, 2008

President: Arturo I. Rodriguez

Secretary: Sheila M. Rodriguez

Treasurer: Arturo I. Rodriguez

Business Address for Arturo I Rodriguez, President and Sheila M. Rodriguez

Physical: 547 S. East Street
Globe, AZ 85501

Mailing: P.O. Box 13
Miami, AZ 85539

Respectfully Submitted,

Art Rodriguez
President