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. 072914-1

PAYSON SUB-STATION COMMUNICATION PROJECT

Notice is hereby given that Gila County is requesting sealed bids from qualified Contractors to provide and install antennae on an existing sixty (60) foot, self-supporting tower. Contractor will be required to move all radio/communications/ancillary support equipment from one location to another for the Gila County Sheriff's Office in Payson, Arizona.

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

SUBMITTAL DUE DATE: **Friday, August 22, 2014 11:00 A.M./MST**

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

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

- Informal Bid Request No. 072914-1
- Title: Payson Sub-Station Communication Project
- Date: August 22, 2014, 11:00 A.M./MST
- Name of Contractor Submitting Quote

MANDATORY PRE-BID MEETING: **Friday, August 8, 2014 10:00 A.M./MST**
Payson Sheriff's Office
108 W. Main Street, Payson, AZ

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

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

SCOPE OF WORK

The Gila County Sheriff's Office is seeking a qualified Contractor to provide and install antennae on an existing sixty (60) foot, self-supporting tower, and to move all radio/communications/ancillary support equipment from one location to another.

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, drawings, materials, equipment, tools, and supplies required to complete the work in accordance with the specifications and terms of the contract.

In this scope of work items indicated as "should" shall be considered as required, while those indicated as "may" are subject to the discretion of and/or agreement between the contractor and the Gila County Sheriff's Office. Contractor is defined as the company/organization responsible of all project implementation and associated activities.

There are no set working hours for this project. However, the successful bidder will have to be mindful of activities after-hours that have the potential to disturb nearby city residents. The center never closes and there is always a presence by Gila County employees on a 24/7 basis.

Equipment is currently located at an equipment room within the Gila County Sheriff's Office Payson Arizona, 108 W. Main St., Payson, Arizona.

Equipment is to be relocated to: An accessory building immediately north of the Sheriff's Office at 108 W. Main St., Payson, Arizona, within the fenced enclosure.

The existing tower is north of the accessory building and is located just outside the fenced enclosure.

FCC Licenses Involved in Project:

WPGS695, WPQI538, WPLR641, WPRJ549, WPZI406, WQGM428, and WQHJ853, however no FCC coordination or action is required.

Requirements

I. ***General Requirements:***

This project includes; proper installation, bonding, grounding, suitable lightning protection, and antenna/RF management equipment necessary to provide the best communications support on behalf of the Gila County Sheriff's Office. This work also involves uninstalling all radio/communications/ancillary support equipment presently located in the equipment room within the Payson, Arizona Office of the Gila County Sheriff, and relocating and installing all radio/communications/ancillary support equipment into the accessory building located north of the Sheriff's Office (within the fenced area on the same property as the Sheriff's Office). The existing dispatch consoles will not be moved, but will be reconnected to the radio equipment after it is moved to the accessory building. It will be the Contractor's responsibility to install necessary cabling between the accessory building and the dispatch center.

The present equipment includes, but is not limited to the following manufacturers:
Icom
Vertex
Tait
Motorola
Telex/Vega and associated audio/digital interface units

A complete inventory of all radio equipment frequencies, power output, antennae, etc. will be available at the **mandatory site visit on Friday, August 08, 2014 at 10:00 A.M./MST.**

For technical specification clarification contact Lt. Tim Scott:

- Mailing address is Gila County Sheriff s Office, 108 West Main Street. Payson, Arizona 85541, or email to tscott@gilacountyaz.gov.
- Clarification items must be provided in writing or email and both query and response will be forwarded to all interested parties.

The various communications transmit and receive frequencies used at the Sheriff's Office should be considered to allow for implementation of proper RF management to optimize performance of the control/repeater stations, including but not limited to: isolators, band pass filters/networks, cavities, duplexers, etc. Antenna transmission lines, cables, etc., should be "hard-line" type cable to minimize RF cable interconnection interference. The various internal interconnection cables should be as specified in the feed lines description of the "specific equipment requirements" section which follows.

A. Equipment Move

1. Equipment to be moved from the Sheriff's Office to the accessory building should be installed into existing racks in the accessory building, or the existing racks in which the equipment is now located may be brought to the accessory building, if still in good condition. All equipment racks in the accessory building should be anchored to the floor and appropriately grounded.

2. Components subject to normal deterioration should be installed as new equipment; other durable components with expected longevity and equivalent performance to new can be supplied as reconditioned. All antennae and feed lines are to be new equipment.

3. The Sheriff's Office will work with the contractor to coordinate equipment relocation as to minimize interruption of service to first responders.

4. The unused equipment at the old location will be removed and either decommissioned (according to county procedures) or re-issued on the project. The existing communications tower should be removed and existing antennae properly removed as to allow for future use should an emergency arise. Existing feed lines should be properly removed and stored in a location to be determined. The tower should be dismantled and moved to the Gila County Maintenance yard in Star Valley, AZ for proper disposal.

5. Contractor will provide drawings and suitable documentation for "as-built" equipment installation, including antenna placement and transmission line identification. Also to be included are details regarding IP addressing assignment(s) for all equipment / interface equipment. The Telex Vega Voice over IP console/radio assignments shall be coordinated with the similar installation in Globe as to minimize IP assignment duplication.

6. The unique IP assignments will allow for operation and control of the radio equipment from either Globe or Payson dispatch centers when the new microwave system is installed.

II. Specific Equipment Requirements:

A) Antennae

1. *Existing Antennae*
The relocation should include removal of existing antennae, feed lines and other equipment from the existing (approximately 50-foot high) tower located next to the Sheriff's Office

2. *New Antennae*
New antennae, with appropriate mounting hardware, will be placed on the existing sixty-foot tower north of the accessory building to allow for the optimization of the overall system performance. The antenna heights shown below are maximum heights per license requirements. Adequate vertical separation between transmit and receive antennae should be provided. All new antennae are to be of the "DC-grounded" type.

   a) Multi-Receive Antenna: A new VHF omni directional receive antenna with a minimum 6 dBd gain and frequency bandwidth range from 150 to 160 MHz, should be installed as a receive antenna at the top of the 60 ft tower.

   b) Transmit Antennae: Three new directional transmit antennae with about 5 dBd gain (150 - 160 MHz frequency range) should be installed as follows:
   - Pointing to the "Five Mile" repeater, as appropriate on the upper part of the tower;
   - Pointing towards Mt. Ord, with the top of the antenna not to exceed 49 feet above ground; and
   - Pointing towards Diamond Point, with the top of the antenna not to exceed 20 feet above ground.

c) AIRS3 Transmit and Receive Antenna: One new directional transmit and receive antenna with about 6 dBd gain (450 - 470 MHz frequency range) should be installed pointing towards Mt. Ord, with the top of the antenna not to exceed 20 feet above ground.

d) Jail Repeater Transmit Antenna: One new omni directional transmit antenna with about 3 dBd gain (150 - 160 MHz frequency range) should be installed somewhere on the upper part of the tower, as appropriate.

e) Transmit and Receive Antennae for "Charlie Channels" and other agencies: Five new directional transmit and receive antennae with about 3 dBd gain (150-160 MHz frequency range) should be installed as appropriate with the top of the antennae not to exceed 20 feet above ground.

f) DPS Transmit and Receive Antenna: One new directional UHF transmit and receive antenna should be installed with about 3 dBd gain (450-470 MHz frequency range) with the top of the antenna not to exceed 20 feet above ground.

g) Future Microwave: Space should be reserved on the tower between the 20-ft and 40-ft level for future placement of a 4-ft diameter microwave dish on the side of the tower facing the Hillcrest repeater site.

B. Feed lines

1. All transmission feed lines between the antennae and the building should be 50-ohm, one half inch diameter "hard-line" (1/2 inch heliax or equivalent). Feed lines should be secured using appropriate clamp fixtures to the tower at intervals of approximately six feet.

2. A cable bridge should be installed between the tower and the building.

3. Antenna feed lines should be grounded at the following locations:

   a) at the existing grounding panel located on the tower at the tower end of the cable bridge, and

   b) to a new grounding panel to be installed on the outside of the building near where the feed lines will enter the building.

4. Antenna feed lines should terminate at a new interior grounding panel with "N" connectors and be connected to new coaxial surge protectors (appropriate type of Polyphaser IS-50 series or equivalent).

5. Patch cables from the surge protectors to the radio or filter equipment shall be one-quarter inch diameter "Superflex-type" hard-line cable or RG 214 or equivalent double shielded low loss coaxial cable. All transmission lines will be labeled as to frequency band and directional antenna azimuth when applicable.

C. Combiners and Filters

1. An existing receive multi-coupler, provided by Gila County, should be installed to combine the receivers for the three Icom base stations having separate transmit and receive antenna jacks as well as the Motorola MTR-2000 repeater ("Jail repeater"). The new "Jail Repeater" will also use the receive antenna on the top of the tower.

2. For the three Icom base stations equipped with separate transmit and receive antenna jacks, and for the Motorola MTR-2000 repeater, the following should be provided:

   a) For the transmit side, new dual isolators and new band-pass cavity filters tuned to the appropriate transmit frequencies, and

b) For the receive side, new band-pass cavities tuned to the appropriate receive frequencies, installed between the receive multi-coupler and the radio equipment.

D. Accessory Building Electrical Modifications

1. Six "twist-lock" sockets should be installed on the ceiling of the accessory building above the equipment racks and fed by its own circuit breaker.

2. The breaker panel should be labeled as to which outlet it feeds.

3. Sockets and wiring should be sized for the appropriate current loading.

4. Radio equipment in the accessory building is to be plugged into the new overhead sockets to facilitate access around the equipment racks.

5. An additional twist lock socket should be located over the existing battery charger that will power the microwave equipment.

Time of Completion

The awarded Contractor agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of Informal Bid Request No. 072914-1, and to comply, construct the same, and install the material herein, as called for by this the agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, stated in the proposal.

Work on this project shall start within no later than ten (10) calendar days of the Notice to Proceed, and shall be completed within the following limits:

- For construction in the contract documents, the project shall be completed within **One Hundred and Twenty (120)** calendar days of the Notice to Proceed.

- Should the contract time require extension for reasons beyond the Contractor's control, the County according to what the County deems as reasonable time can make adjustments.

Inspection of Work

All work shall be subject to inspection by the County. The County shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

Final Clean Up

Upon completion of the work, and before acceptance of the project, the Contractor shall be responsible for the removal from the site of all machinery, equipment, surplus and discarded material and rubbish.

Negotiations

It is the intent of the County to award a Contract to the lowest responsible bidder provided the bid response has been submitted in accordance with the requirements of the bid documents, is judged reasonable, and does not exceed the funds available.

The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the project in the event that all responsive bids exceed the project budget.

Bids shall be made available, upon request, after an award has been made. The Board of Supervisors has the sole authority to award bids. Any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

- Competence and responsibility of Bidder.
- Qualifications and experience of Bidder.
- Past performance of Bidder.
- Conformity with bidding requirements and general considerations.
- Record of timely completion on past projects.

Negotiations with Individual Contractors

Gila County shall establish procedures and schedules for conducting negotiations. Disclosure of one (1) contractor's price or any information derived from competing bid prices or any information derived from competing bids is prohibited.

- Any response to a request for clarification of a bid shall be in writing.
- The County shall keep a record of all negotiations.

For the purpose of conducting negotiations with contractors, the County may use any of the following methods that, in their judgment, best meets the unique requirements.

- Concurrent Negotiations: Negotiations may be conducted concurrently with responsible contractors for the purpose of determining source selection and/or contract award.

- Exclusive Negotiations: A determination may be made by the County to enter into exclusive negotiations with the responsible contractor whose bid is determined in the selection process to be the most advantageous to Gila County.

Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations.

- A determination to conduct exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful bidder.

- If exclusive negotiations are conducted and an agreement is not reached, the County may enter into exclusive negotiations with the next highest ranked contractor without the need to repeat the informal solicitation process.

GENERAL PROVISIONS

Laws to be observed
The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

Laws and Ordinances
This agreement shall be enforced under the laws of the State of Arizona and Gila County. The 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.

Permits, Licenses, and Taxes
The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs for any permits, licenses, fees, taxes, or other charges shall be included in the contract price bid.

Public Convenience and Safety
The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

Contractors Responsibility for Work
Until the County's final written acceptance of the entire completed work, the Contractor shall have the charge and care thereof, and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance, and shall bear the expense thereof, except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or governmental authorities.

Character of Workers, Methods, and Equipment
The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Safety and Loss Control
The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site. During the pre-construction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting.

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.

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 11, 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 12). 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.

INQUIRIES

For clarifications concerning this Informal Bid Request please submit questions by email to jsgroi@gilacountyaz.gov. Questions will be received up to 3:00 P.M./MST, Monday, August 18, 2014. Questions received after 3:00 P.M./MST Monday, August 18, 2014, will not be answered.

Responses to questions will be answered in the form of an addendum. The addendum will be sent to those in attendance at the pre-bid meeting by email no later than 3:00 pm, Wednesday, August 20, 2014.

AWARD OF CONTRACT

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

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

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

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

Requirement of Contract Bonds: At the time of the execution of the contract, the successful bidder shall furnish the County surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223.

Execution of Contract: The awarded contractor shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County, along with the fully executed surety bond or bonds. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within seven (7) calendar days from the date mailed or otherwise delivered to the successful contractor. If the contract is mailed, special handling is recommended.

Failure to Execute Contract: Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish an acceptable surety bond or bonds within the seven (7) calendar day period specified shall be just cause for cancellation of the award and forfeiture of the bid proposal guaranty, not as a penalty, but as liquidation of damages to the County.

CONTRACT FORMS

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

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

REVISED BIDDING SCHEDULE

Informal Bid Request No. 072914-1
PAYSON SUB-STATION COMMUNICATION PROJECT

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

VENDOR NAME: C&M Communications

PHONE NUMBER: 928 472-9777 **EMAIL ADDRESS:** cmcommaz@aol.com

LUMP SUM BID PRICE FOR BASE BID, thirty nine thousand eight hundred forty eight dollars (words) $ 39, 848.00 (numerals)
(See Addendum #1, 3a)

ALTERNATE A, (Add) three thousand two hundred dollars (words) $ 3200.00 (numerals)
(See Addendum #1, 3b)

ALTERNATE B, (Deduct) five hundred dollars (words) $ 500.00 (numerals)
(See Addendum #1, 3c)

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

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

The total lump sum and alternate sums 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.

Signature of Authorized Representative

Christopher F. Salgot
Printed Name

Owner
Title

QUALIFICATION AND CERTIFICATION FORM
Informal Bid Request No. 072914-1
PAYSON SUB-STATION COMMUNICATION PROJECT

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

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

Contract Number 072914-1
The applicant submitting this Bid Proposal warrants the following:

1. Name, Physical Address, Email Address, and Telephone Number of Principal Contractor:
   C&M Communications 77 S. Walters Lane Payson, AZ 85541
   928 472-9777
   cmcommaz@aol.com

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
   _____Yes ___X___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 ___X___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 ___X___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:** N\A
   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:** N\A

Signature of Authorized Representative

Christopher F. Salgot
Printed Name

Owner
Title

REFERENCE LIST
Informal Bid Request No. 072914-1
PAYSON SUB-STATION COMMUNICATION PROJECT

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award for **Informal Bid 072914-1**. The information may be a determining factor in award.

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

1. **Company:** WE HAVE NOT HAD A PROJECT OF THIS TYPE WITHIN THE LAST 12 MONTHS
   Contact: WE DO OPERATE 16 REPEATER SITES THROUGHOUT ARIZONA
   Phone: THAT ENCOMPASS THE SAME SCOPE OF WORK THAT THIS PROJECT
   Address: REQUIRES

2. **Company:** WE HAVE RECURRING CONTRACTS WITH SEVERAL SCHOOL DISTRICTS
   Contact: THAT THEIR SERVICES WOULD ADD TO OR EXCEED THE AMOUNT OF THIS BID
   Phone: PARTIAL LIST BELOW
   Address: _____

3. **Company:** DEER VALLEY, CHINO VALLEY, PAYSON, ALHAMBRA, J.O. COMBS
   Contact: SEQUOIA CHARTER
   Phone: _____
   Address: _____

C&M COMMUNICATIONS
Name of Business

Signature of Authorized Representative

OWNER
Title

HCC

American Contractors Indemnity Company
601 S. Figueroa Street, Suite 1600, Los Angeles, California 90017
main 310 649 0990 facsimile 310 649 0416

BOND NO. n/a
PREMIUM
BID DATE: 09/03/14

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Christopher F Salgot DBA C&M Communications

(hereinafter called Principal), as Principal, and **American Contractors Indemnity Company**, a corporation, organized and existing under the laws of the State of California and authorized to transact a general surety business in the State of Arizona

(hereinafter called Surety), as Surety, are held and firmly bound unto Gila County Sheriff's Office

(hereinafter called Obligee) in the penal sum of Ten percent (10 %) of amount bid not to exceed Four Thousand Two Hundred Fifty Four Dollars and 80/100----------

Dollars ($ 4,254.80)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Payson Sub-Station Communication Project

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure up to and not exceeding the penal sum of the bond.

SIGNED, SEALED AND DATED THIS 3rd DAY OF September, 2014.

Christopher F Salgot DBA C&M Communications
PRINCIPAL

By:

American Contractors Indemnity Company

By:
Joshua R. Kayser Attorney-in-Fact

COPY CERTIFICATION BY NOTARY

State of AZ
County of Gila } ss.

On this the 4 day of September, 2014, I certify that the attached or preceding document of 1 pages is a true, exact, complete and unaltered copy of

B.J Bail,
Description of Original Document

☐ presented to me by

_____,
Original Document's Custodian on Above Date

and that, to the best of my knowledge, the original document is neither a public record nor a publicly recordable instrument, certified copies of which are available from an official source other than a Notary Public.

– OR –

☐ an official notarial record in my possession.

_____, Notary Public
Signature of Notary Public

TIMOTHY J TATMAN
Notary Public - Arizona
Gila County
My Comm. Expires Jun 14, 2018

Tim Tatman 6/14/2018
Notary's Name Printed/Typed *Appointment Expiration Date*

Place Notary Seal/Stamp Above

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Further Description of Attached Document

Address Where Original is Kept: NA

Original Document Date: 9/4/2014 Copy Kept by Notary? ☐ Yes ☐ ~~No~~

Signer(s) or Issuing Agency: Christopher Talbot

Capacity Claimed by Custodian

☐ ~~Individual~~
☐ Corporate Officer — Title: _____
☐ University or School Officer — Title: _____
☐ Governmental Officer or Agent — Title: _____
☐ Business Proprietor or Manager
☐ Attorney
☐ Trustee
☐ Other: _____

Custodian Is Representing: _____

© 2013 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #15922

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Joshua R. Kayser of Columbia, Missouri

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** _____ *****Two Million***** _____ **Dollars ($** **2,000,000.00** **).

This Power of Attorney shall expire without further action on December 8, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: _____
Daniel P. Aguilar, Vice President

State of California
County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature V. Wright (Seal)

V. WRIGHT
Commission # 1998319
Notary Public - California
Los Angeles County
My Comm. Expires Dec 8, 2016

I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3rd day of September, 2014.

Corporate Seals

Bond No. NA
Agency No. 13266

_____
Jeannie Lee, Assistant Secretary

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

CHRISTOPHER F. SALGOT
(Name of Individual)
being first duly sworn, deposes and says:

That he/she is OWNER
(Title)

of C&M COMMUNICATIONS and
(Name of Business)

That he/she is bidding on **Gila County Informal Bid No. 072914-1, Payson Sub-Station Communication Project, Payson, AZ** and,

That neither he/she nor anyone associated with the said

C&M COMMUNICATIONS
(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.

C&M COMMUNICATIONS
Name of Business

By

OWNER
Title

GLEN A. MILLER
Notary Public - Arizona
Gila County
My Comm. Expires Oct 17, 2016

Subscribed and sworn to before me this 4TH **day of** SEPT **, 20** 14.

Notary Public

My Commission expires: OCT 17, 2016

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING
Informal Bid Request No. 072914-1
PAYSON SUB-STATION COMMUNICATION PROJECT

At the time of the submission of bids on **Informal Bid No. 072914-1, Payson Sub-Station Communication Project,** my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

☑ It is my intention to subcontract a portion of the work. under direct supervision by C&M

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

AM Jackson Electric, Mike Jackson 47 E. Brown RD. Star Valley, AZ 85541
928 978-1338

C&M COMMUNICATIONS
Name of Firm

By: (Signature)

OWNER
Title

GILA COUNTY
CONTRACT NO. 072914-1

THIS AGREEMENT, made and entered into this 17TH day of SEPTEMBER, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the **County,** and C&M COMMUNICATIONS of the City of PAYSON, State of Arizona, hereinafter designated the **Contractor.**

THE CONTRACTOR shall furnish any and all materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 072914-1, Payson Sub-Station Communication Project:

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

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

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

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

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

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

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

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

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

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

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than $~~42,548.00~~ 39,848.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

CONTRACTOR

C&M COMMUNICATIONS
Contracting Company Name

Authorized Representative Signature

CHRISTOPHER F. SALGOT
Print Name

GILA COUNTY

Don E. McDaniel, Jr., County Manager

Date: 9/17/14

APPROVED AS TO FORM

Bryan B. Chambers, Deputy County Attorney
for Bradley D. Beauchamp, County Attorney

CONTRACT PERFORMANCE WARRANTY

I, CHRISTOPHER F. SALGOT, representing

C&M COMMUNICATIONS (company name)

do hereby warranty the work performed for the:

PAYSON SUB-STATION COMMUNICATION PROJECT

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.

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 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**: PAYSON SUB-STATION COMMUNICATION PROJECT,** which 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 _____, 2014.

Principal	**Seal**
Surety	**Seal**
Agency Record	**By:**
Arizona Countersignature	**By:**
Address	**Agency Address:**
Phone Number	

STATUTORY LABOR AND MATERIALS BOND
PURSANT 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: **PAYSON SUB-STATION COMMUNICATION PROJECT,** which 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 _____, 2014.

Principal	**Seal**	
Surety	**Seal**	
Agency Record		**By:**
Arizona Countersignature		**By:**
Address		**Agency Address:**
Phone Number		