

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. 121214-2IBR STORAGE YARD FENCING

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to provide and install fencing to a site near the Russell Gulch landfill on Hope Lane.

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:

**Tuesday, January 20, 2015, 11:00 AM
STORAGE YARD FENCING**

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 "**STORAGE YARD FENCING**", Bid No. "**121214-2IBR**", date "**January 20, 2015**", and time "**11:00 A.M. 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.

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

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ATTACHMENTS:

- Map to project site**
- Plan identifying fence, gate location and dimensions**
- MAG Specification 772**
- MAG Standard Detail No. 160**

STORAGE YARD FENCING
Informal Bid Request 121214-2IBR

SCOPE OF WORK

Scope of Services

The Project will consist of furnishing and installation of a six foot (6') tall chain link fence with one (1) twenty foot wide (20') double swing gate, per MAG Specifications 772 and MAG Standard Detail #160. Posts, rails and braces shall be MAG Specification 772, Type A. Plans showing fence, gate location and dimensions are attached. Dimensions are approximate and must be verified by the Contractor. Scale is 1" = 50'. The Contractor shall provide for the complete furnishing and installation of the fencing and gate in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Project Manager or designee.

The project site may be viewed at any time. A map of the site location is included in this Informal Bid Request. You may contact the Project Manager, Michael Gillette at 928-402-8505 with any questions. All questions should be submitted in writing no later than January 12, 2015 at 3:00 P.M. Bids for this project are due on January 20, 2015 at 11 A.M. Answers to any questions received will be sent to all bidders no later than January 19, 2015 at 10:00 A.M. The successful bidder will have **45 calendar days** to complete the project.

▸ **CLEAN UP**

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

▸ **WARRANTY**

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

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

› **QUALITY OF STANDARDS OF MATERIAL**

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

› **TAXES**

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

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

INSTRUCTION TO BIDDERS

Preparation of Bid

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

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

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 Clerk of the Board of Supervisors. A protest must be in writing and must include:

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

Safety and Loss Control

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

Registered / Licensed

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

AWARD AND EXECUTION OF CONTRACT

Consideration of Bid Proposals

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

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

Award of Contract

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

Cancellation of Award

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

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.

Failure to Execute Contract

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

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
- Bidder Checklist and Addenda Acknowledgment
- Contract
- Contract Performance Warranty

BIDDING SCHEDULE

STORAGE YARD FENCING

GILA COUNTY, ARIZONA

Informal Bid Request 121214-2IBR

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: American Fence Company of Arizona, Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 13,750.00

WRITTEN TOTAL CONTRACT PRICE

Thirteen thousand seven hundred fifty Dollars

and no 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 121214-2IBR

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
American Fence Company of Arizona, Inc.
2502 N. 27th Avenue, Phoenix, AZ 85009
602-272-2333

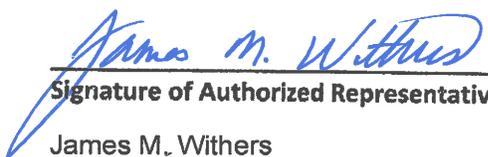
2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

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:** 1.30
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:** 069390



Signature of Authorized Representative

James M. Withers

Printed Name

Vice President Operations

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:** Freeport McMoRan
Contact: Rusty Melcher
Phone: 928-473-7456
Address: rusty_melcher@fmi.com

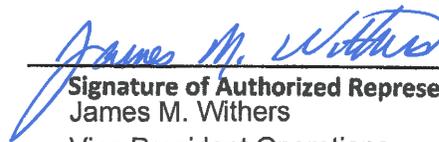
2. **Company:** Porter Brothers
Contact: Glen Washburn
Phone: 602-725-7003
Address: glen@porterbrothers.com

3. **Company:** Department of Military Affairs
Contact: Tom Foot
Phone: 602-319-4337
Address: _____

4. **Company:** Hunt Construction
Contact: Martin Sanchez
Phone: 602-677-1535
Address: _____

American Fence Company of Arizona, Inc.

Name of Business



Signature of Authorized Representative

James M. Withers

Vice President Operations

Title

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

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

James M. Withers
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is
Vice President Operations
(Title)

of American Fence Company of Arizona, Inc. and
(Name of Business)

That he/she is bidding on **Gila County Informal Bid Request 121214-2IBR STORAGE YARD FENCING**, near Russell Gulch Landfill in Globe, AZ and,

That neither he/she nor anyone associated with the said:
American Fence Company of Arizona, 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.

American Fence Company of Arizona, Inc.
Name of Business
James M. Withers
By James M. Withers
Vice President Operations
Title

Subscribed and sworn to before me this 20th day of January, 2015.

Jeannine E. Doyle
Notary Public
My Commission expires:
October 28, 2018



**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

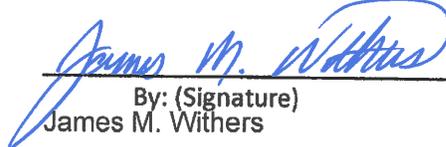
At the time of the submission of bids on **INFORMAL BID REQUEST 121214-2IBR, STORAGE YARD FENCING**, my intention concerning subcontracting a portion of the work is as indicated below.

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.

American Fence Company of Arizona, Inc.
Name of Firm


By: (Signature)
James M. Withers

Vice President Operations
Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

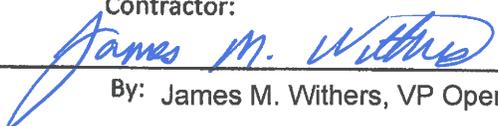
CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
BIDDING SCHEDULE	Completed _____
QUALIFICATION & CERTIFICATION FORM	<u>Completed / Executed</u>
REFERENCE LIST	<u>Completed / Executed</u>
NO COLLUSION IN BIDDING	<u>Completed / Executed</u>
INTENTIONS IN SUBCONTRACTING	<u>Completed / Executed</u>
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	<u>Completed / Executed</u>
CONTRACT	<u>Completed / Executed</u>
CONTRACT PERFORMANCE WARRANTY	<u>To be completed upon award of project and completion of work</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	_____	_____	_____	_____	_____
DATE	_____	_____	_____	_____	_____

Signed and dated this 20th day of January, 2015

American Fence Company of Arizona, Inc.
 Contractor:

 By: James M. Withers, VP Operations

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: **Company Name, Request for Sealed Proposals No. 121214-2IBR Storage Yard Fencing.** All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before January 14, 2015, 11:00 AM.

**GILA COUNTY
CONTRACT NO. 121214-2IBR**

THIS AGREEMENT, made and entered into this 20~~th~~ day of JANUARY, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and American Fence Co. of AZ, Inc. of the City of Phoenix, 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. 121214-2IBR, STORAGE YARD FENCING:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Bidder Checklist and Addenda Acknowledgment", "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
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- 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 \$ 13,750.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

American Fence Company of Arizona, Inc.

Contracting Company Name

James M. Withers

Authorized Representative Signature

James M. Withers, VP Operations

Print Name

GILA COUNTY:

Don E. McDaniel, Jr.

Don E. McDaniel, Jr., County Manager

1/20/15

Date

CONTRACT PERFORMANCE WARRANTY

I, _____, representing
_____ (company name)

do hereby warranty the work performed for the:

STORAGE YARD FENCING near Russell Gulch Landfill in 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)

Date

**To be completed upon award of project and completion of work.



2502 N. 27th Avenue • Phoenix, Arizona 85009
P.O. Box 19040 • Phoenix, Arizona 85005
PHONE: (602) 734-0500 • FAX: (602) 734-0573

WEB SITE: <http://www.americanfence.com>

Gila County
Informal Bid Request No. 121214-2IBR
Storage Yard Fencing

Subcontractor List

Subcontractor: Globe Fence Company
Address: 6218 E. Colby St.
Mesa, AZ 85205
Phone Number: (602)301-6288
ROC Numbers: 216192

SCALE: 1" = 50'



15' ea side

150LF

225LF

655 LF
Total

170LF

80LF

30LF

20' Double Gate Centered

SECTION 772

CHAIN LINK FENCE

772.1 GENERAL:

All material shall be new and, upon request, the Contractor shall furnish to the Contracting Agency, a certification of inspection stating that the materials have been manufactured, sampled, tested and inspected so as to meet the requirements for its type as specified below.

772.2 POSTS, RAILS AND BRACES:

Posts, rails and braces shall be constructed of pipe in conformance with types A, B or C below. Unless specifically designated by type in the plans or specifications, the Contractor may utilize any of the three types. The posts and rails in this section will cover fencing up to 12 feet in height with post spacing not to exceed 10 feet. The nominal outside dimensions and minimum weights shall be in accordance with Table 772-1. The manufacturer or his representative shall legibly mark each length of pipe by rolling, stamping or stenciling to identify the product by product name, ASTM standard, etc. and the country of manufacture.

Type A: Pipe shall be black steel, welded or seamless, hot-dipped zinc coated, manufactured in conformance to ASTM F1083, plain end, standard weight (schedule 40). The hot-dipped zinc coating (galvanized) shall be applied both inside and outside with not less than 1.8 ozs. per square foot \pm 0.1 ozs.

Type B: Steel used in the manufacturing of the pipe shall be hot-rolled strip steel in compliance with ASTM A1011 having a minimum yield strength of 50,000 psi. The pipe will be manufactured by electric welded cold-formed process per ASTM A500. The exterior surface will be triple coated and the interior surface single coated per ASTM F1043. The triple coated external surface shall be hot-dipped zinc coated (galvanized) having a weight of not less than 1.0 ozs. per square foot \pm 0.1 ozs., followed by a chromate conversion coating, having a weight not less than 1.05 micro ounces per square foot \pm 0.353 micro ounces (30 micrograms per square inch \pm 15 micrograms) and an acrylic coating having a thickness of 0.0005 inches \pm 0.0002 inches. The internal surface shall be coated with a zinc base paint having a 90% zinc powder loading and having a minimum thickness of 0.0005 inches.

Type C: Steel used in the manufacturing of the pipe shall be strip steel in compliance with ASTM A653 Grade D having a minimum yield strength of 50,000 psi. Both sides of the strip shall be hot-dipped zinc coated (galvanized) per ASTM A653 and A-924 having the weight of not less than 1.0 oz. per square inch \pm 0.1 oz. The zinc coating will form the first coat of a triple coated external surface and the final coat of the interior surface. The pipe will be manufactured by electric welded cold formed process per ASTM A789. After manufacturing, the final two external coatings shall be a chromate conversion having a weight of not less than 1.05 micro ounces per square inch \pm 0.353 micro ounces and an acrylic coating having a thickness of 0.0005 inches \pm 0.0002 inches.

772.3 CHAIN LINK FABRIC:

Chain link fabric shall conform to the requirements of ASTM A392 (Zinc-Coated) or ASTM A491 (Aluminum-Coated). The coating process must leave the fabric completely free of barbs, icicles, or other projections which might be hazardous. The wire used in the manufacture of the fabric shall be 11 gage for all fence 60 inches or less in height and shall be 9 gage for all fence over 60 inches in height unless otherwise specified.

All chain link fabric shall be woven into approximately 2 inch mesh. Fabric less than 60 inches wide shall have knuckled finish on the top edge, and twisted and barbed finish on the bottom edge. Fabric 60 inches or greater in width shall have twisted and barbed finish on both edges. Barbing shall be done by cutting the wire on the bias.

772.4 TENSION WIRES AND FABRIC TIES:

Tension wires shall be at least 7 gage galvanized coil spring steel wire per ASTM A824. Ties used to fasten the fabric to posts, rails, and gate frames shall be not smaller than 11 gage galvanized steel, 6 gage aluminum wire, or approved non-corrosive metal bands.

Tension bars used in fastening fabric to end and corner posts and gate frames shall be galvanized high carbon steel bars not smaller than 3/16 inch x 3/4 inch.

SECTION 772

TABLE 772-1					
FENCE MEMBER SIZES & WEIGHTS					
USE	FENCE HEIGHT (Feet)	NPS DESIGNATION OR	OUTSIDE DIAMETER (Inches)	WEIGHT (Lb/Lf Minimum)	
				TYPE A Schedule 40	TYPE B and C
FENCE POSTS					
End, corner, slope, pull and strain posts	Less than 6	2	2.375	3.65	3.12
	6 and over but less than 9	2 1/2	2.875	5.79	4.64
	9 and over but not over 12	3 1/2	4.000	9.11	6.56
Line posts	less than 6	1 1/2	1.900	2.72	2.28
	6 and over but less than 9	2	2.375	3.65	3.12
	9 and over but not over 12	2 1/2	2.875	5.79	4.64
GATE POSTS					
Single swing gates 6 feet or less in width or double swing gates 12 feet or less	less than 6	2	2.375	3.65	3.12
	6 and over but not over 12	3 1/2	4.000	9.11	6.56
Single swing gates over 6 feet but not over 13 feet in width or double swing gates over 12 feet but not over 26 feet in width	—	3 1/2	4.000	9.11	6.56
Single swing gates over 13 feet but not over 18 feet in width or double swing gates over 26 feet but not over 36 feet in width	—	6	6.625	18.97	—
Single swing gates over 18 feet in width or double swing gates over 36 feet in width	—	8	8.625	28.55	—
OTHER MEMBERS					
Top rail and braces	—	1 1/4	1.666	2.27	1.84
Frame for gates	—	1 1/2	1.900	2.72	2.28
Stiffeners for gates	—	1 1/4	1.666	2.27	1.84

Notes to Table 772-1:

- All unit weights shall be subject to the standard mill tolerance of ± 5 percent.
- Posts shall be fitted with tops designed so as to fit securely over the posts and carry a top rail where specified. They shall have a total length of not less than the depth of the concrete footings, as specified, plus the length required above ground. Where no top rail is required, pipe posts shall be fitted with suitable caps.
- Top rail shall be furnished in random lengths of approximately 20 feet where required.

SECTION 772

772.5 TRUSS OR TENSION RODS:

Truss or tension rods used in trussing gate frames and line posts adjacent to end, corner, slope or gate posts shall be adjustable 3/8 inch diameter galvanized steel rod. When used in trussing line posts, adjustment shall be provided by means of galvanized, turnbuckle or other suitable tightening devices.

772.6 FITTINGS:

Fittings shall conform to ASTM F626.

Fittings, hardware, nuts and bolts shall be galvanized.

Couplings to connect the individual lengths of top rail shall be of the outside sleeve type at least 7 inches long. The bore of the sleeves shall be sufficiently true to maintain adjacent lengths of rail in alignment.

Extension arms for barbed wire on pipe posts shall be of 13 gage steel or heavier, single piece construction and a type that can be attached to the tops of the posts. Extension arms shall carry 3 wires at approximately 5 1/2 inch centers in a plane approximately 45 degrees from the vertical, inclined as shown on the plans or as directed by the Engineer.

772.7 BARBED WIRE:

Barbed wire shall be 4 point pattern; composed of 2 strands of 12 1/2 gage galvanized steel wire with barbs spaced 5 inches apart and shall conform to ASTM A121.

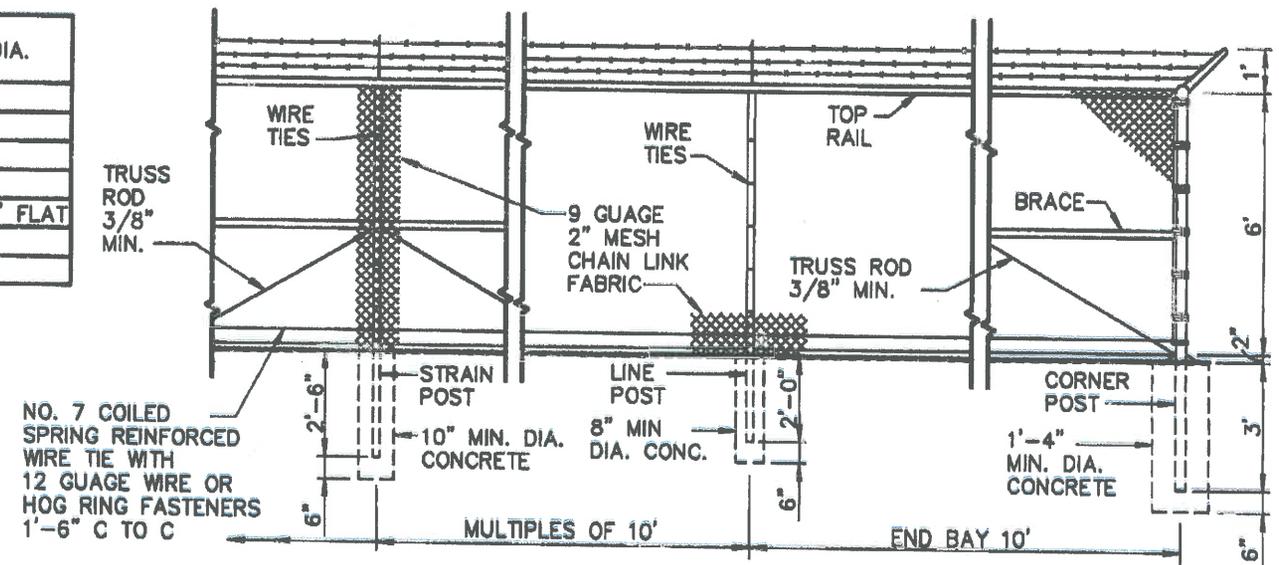
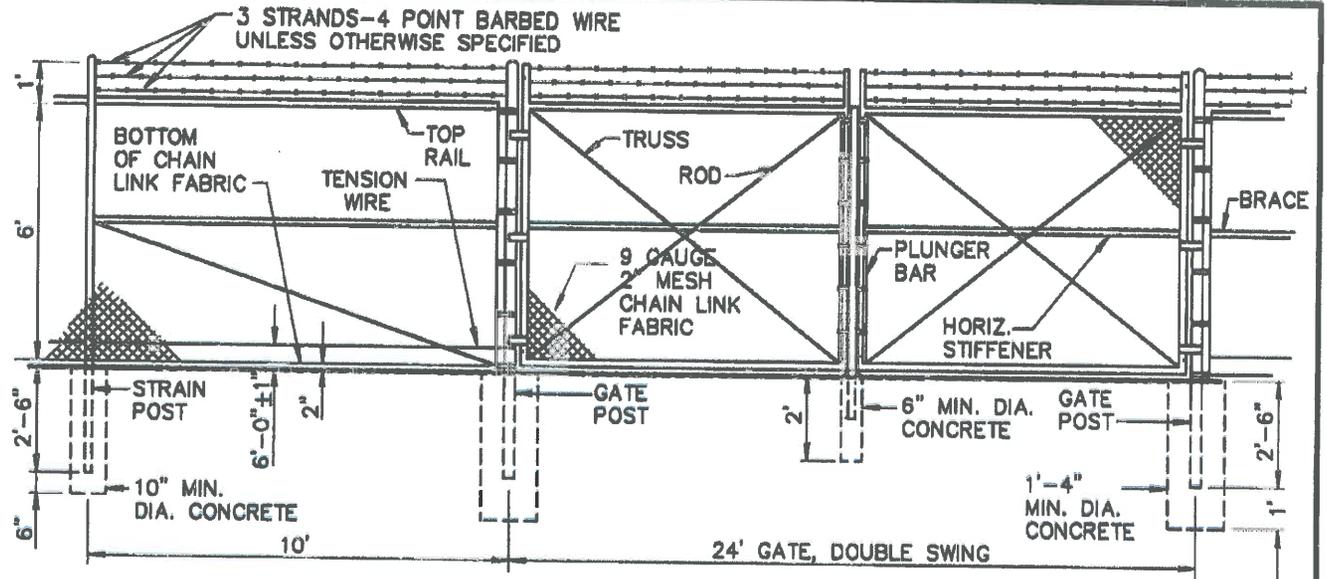
- End of Section -

NOTES

1. ALL CONCRETE SHALL BE CLASS 'C' PER SECT. 725.
2. FITTINGS NOT SPECIFICALLY DETAILED SHALL BE HEAVY DUTY DESIGN.
3. STRAIN POSTS SHALL BE SPACED AT 500' MAXIMUM SPACING.
4. BOTH CORNER AND STRAIN POSTS SHALL HAVE STRAIN PANELS.
5. ALL POSTS SHALL BE CAPPED.
6. MEMBER SIZES SHALL BE THE FOLLOWING:

MEMBER	AISC SIZE	OUTSIDE DIA.
CORNER POST	2-1/2"	2.875"
LINE POST	1-1/2"	1.900"
STRAIN POST	1-1/2"	1.900"
BRACE	1-1/4"	1.666"
STRETCH BAR	3/16"x3/4" FLAT	3/16"x3/4" FLAT
GATE POST	3-1/2"	4.000"
TOP RAIL	1-1/4"	1.666"

7. CONSTRUCTION AND MATERIALS SHALL CONFORM TO SECT. 420 AND 772, RESPECTIVELY. SEE TABLE 772-1 FOR WEIGHTS OF MEMBERS.



DETAIL NO.

160



STANDARD DETAIL
ENGLISH

6' CHAIN LINK
FENCE AND GATE

REVISED

01-01-2013

DETAIL NO.

160