#2088

ORIGINAL

ORIGINAL

PREBID 6/1
BIDS 6/12

GILA COUNTY

BID CALL 040615

COLCORD ROAD PAVING PROJECT

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel, Jr.

Public Works Director
Steve Stratton

TABLE OF CONTENTS

Content **Page**

Table of Contents 1

Advertisement 2

Scope of Work 3-7

Exhibit "A": Instructions to Contractors 8-12
- Preparation of Sealed Bids 8
- Bid Bid Guaranty/Requirement of Contract Bonds 9
- Amendments/Inquiries 10
- Late Bid/Submittal Bid Format 11

General Terms and Conditions 13-14
- Acceptance Contract/Agreement 13
- Protests/Laws and Ordinances 14

Exhibit "B": Contractor Award Agreement 15-20
- Overcharges by Antitrust Violations/Authority to Contract 15
- Contract Amendments/Contract Default/Right to Assurance 16
- Co-op Intergovernmental Purchasing Agreement 16
- Cancellation of County Contracts/Termination of Contract 17
- Compensation & Method of Payment/Payment of Taxes 18
- IRS W-9 Form/Purchase Orders 18
- Force Majeure 19
- Warranties/General 20
- Bid Evaluation Process 20

Exhibit "C": Minimum Product Specifications/Information 21-25
- Section 1.0; General Purpose 21
- Section 2.0; Bid Pricing 22
- Section 3.0; Price Adjustments 22
- Section 4.0; Order and Delivery 23
- Section 5.0; Negotiations with Individual Contractors 24
- Section 6.0; Product Specifications 25

Insurance Provisions 26-30
- Indemnification Clause 26
- Insurance Requirements 26-30

Qualification and Certification Forms (Signature Required) 31-32

Reference List (Signature Required) 33

Bid Price Sheet (Signature Required) 34

No Collusion Certification (Signature Required) 35

Intentions Concerning Subcontracting (Signature Required) 36

Legal Arizona Workers Act Compliance (Signature Required) 37

Surety Bond (Signatures Required) 38

Contractor Checklist & Addenda Acknowledgment (Signature Required) 39

Offer Page (Signature Required) 40-41

Statutory Performance Bond/Statutory Labor & Materials Bond 42-43

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 East Ash Street
Globe, Arizona
85501

BID NUMBER
040615

BID DUE DATE: June 12, 2015 **TIME:** 11:00 AM MST

DESCRIPTION: Colcord Road Paving

PRE-BID CONFERENCE: Monday, June 1, 2015/10:00 A.M.

Bid Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid No. 040615 for the materials or services specified will be received by the Gila County Finance Department at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Finance Department shall not be considered. To receive bid documents contact the Contracts Administrator at (928) 402-8612.

Additional instructions for preparing a bid are provided in Exhibit "A", of the bid documents to Offerors as contained within this solicitation.

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. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: **May 13th and May 20th, 2015**

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department:	Gila County Public Works Division Consolidated Roads
Type of Contract:	Term
Term of Contract:	30 Days
Phone Number:	928-402-8612

Signed: _____ Date: 5 / 5 / 15
Michael A. Pastor, Chairman, Board of Supervisors

Signed: _____ Date: 5 / 5 / 15
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

SCOPE OF WORK

This scope pertains to the section of Colcord Road at the end of the pavement to the Gordon Canyon Bridge abutment. The work consists of extending the pavement approximately 1.2 miles beyond the point of the existing pavement to include asphalt concrete (AC) paving with two (2) thirteen foot (13 ft.) driving lanes with a total width of twenty six feet (26 ft.).

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

All specifications, and terms and conditions, under the Contract include furnishing at least, but not limited to, minimum product specifications. Contractors who agree to provide the minimum bid Specification for this bid shall be considered for award.

Goals and Objectives

- All work must conform to the M.A.G. Uniform Standard Specifications for Public Works Construction Edition 2012 and all current revisions thereto.
- Standard Details refer to the M.A.G. Standard Details for Public Works Construction.
- Disposal of all waste material will be the responsibility of the contractor, subject to the approval of the County Project Manager.
- A tapered edge treatment for cattle guards and bridge abutments shall be per Attachment "A".

Construction Schedule

Prior to commencement of the work the Contractor shall prepare and submit a written schedule covering the general sequence of the work to be performed. Contractors work schedule on the job will be Monday through Thursday, except holidays. First truck will be at 7:00 A.M. and last truck through the job will be at 3:30 P.M. The work schedule, after review and acceptance, shall not be changed without written consent. The contractor shall assume the full responsibility for performing the work in an orderly process under the Contract.

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 public. Under all circumstances, safety shall be the most important consideration.

Scope of Work continued…..

Before the Contractor or any subcontractor begins work on the project they must read the Gila County Public Works Division Safety & Loss Control booklet and sign an acknowledgement form. All work shall be performed by Federal OSHA Standards.

Maintenance of Traffic

Gila County will furnish, erect, and maintain barricades, warning signs, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) PART VI, unless otherwise specified herein. The County shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Inspection of Work

All materials and each part or detail of the work shall be subject to inspection by the County's Engineer or designee. The County's Engineer or designee 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.

Quantities

Quantities appearing in the Bid Documents are approximate only and are to be used for the comparison of bids. County estimates the asphalt quantity should not exceed 3,400 tons.

Asphalt Testing

- Contractor, at its own cost, shall provide sampling and density testing per *MAG Standard Specifications.*

  A testing lab approved by the County Engineer or designee shall perform such testing. Contractor, at its cost, shall provide Quality Control personnel.

  Each report shall indicate the location at which the test was made, the date, the type and source of material tested, test designation and name of person performing the test. All tests shall be submitted to the County Engineer or designee within five (5) days after the test is performed.

Scope of Work continued.....

The frequency of samples taken shall be a minimum of one (1) per day or as determined by the County Engineer or designee.

The frequency of density testing shall be every one thousand feet (1,000 ft.) per lane. Exact locations of tests may be designated by the County Engineer or designee. The County Engineer or designee has the authority to require density testing to be done by nuclear compaction method. All costs associated with this method shall be at Contractors expense.

- Material sampling and density testing for asphalt concrete shall be per MAG *Standard Specifications Section 321.*

  Each report shall indicate the location at which the test was made, the date, the type of source of material tested, test designation and name of person performing the test. All tests are to be submitted to the County engineer or designee within five (5) field days after the test.

Material sample testing for asphalt concrete shall include gradation and asphalt content. A minimum of one (1) sample per one thousand, two hundred (1,200) tons of material, but no less than one (1) sample from each source, is required for each day of paving or as determined by the County Engineer or designee.

A rolling pattern shall be established by a testing firm for the Contractor to follow at the Contractors expense. County may review the pattern and discuss options.

Subgrade Preparation

Subgrade preparation shall be done by Gila County per *MAG Standard Specification Section 301*.

- Material sampling and density testing for subgrade and aggregate base materials shall be per *MAG Standard Specifications Section 310.* Gila County will offer all testing results of subgrade to the Contractor.

Work under this section shall include all grading under the roadway pavement area in addition to all grading outside the pavement area. Subgrade within the area of measurement shall be compacted to a minimum of ninety-five percent (95%) at the optimum moisture content prior to base course placement. Work under this section shall also include grading and compacting the fore slope and back slope per the typical roadway section. All work outside of the measurement area shall be compacted 90% minimum.

Scope of Work continued.....

Aggregate Base Course

The aggregate base course will be prepared by Gila County.

- A four inch (4") Aggregate Base Course layer shall be constructed according to *ADOT Standard Specifications Class 2.* Compaction shall have a density of not less than one hundred percent (100%).

- County shall place a minimum of four inches (4") of Aggregate Base Course and placement shall adhere to *MAG Standard Specifications Section 310*.

- County shall maintain the accepted grade with the proper moisture content until placement of subsequent surface course.

- Traffic shall be restricted to a minimum until placement of subsequent surface course to avoid segregation of the aggregate base material.

- Compacted layers of aggregate base shall be maintained in a condition satisfactory to receive any subsequent surface material or traffic, when so required. Areas not within the allowable tolerance shall be corrected by scarifying, placing additional material, remixing, reshaping re-compacting to the specified density and surface tolerance.

Asphalt Concrete Pavement

- Mix design shall be per MAG Standard Specification 710 (3/4" / 19mm).

- A finished 2.5" AC Pavement layer over 4" AB shall be constructed per the requirements of *MAG Standard Specifications Section 321*.

- Asphaltic concrete pavement shall have a density of not less than 95%.

- Taper for cattle guards and bridge abutment shall be constructed as in Attachment "A".

Payment shall be per ton in accordance with the Bid Schedule for all work complete and in place. All other costs associated with this item shall be incorporated in to the bid price.

Scope of Work continued.....

Final Cleanup

Contractor, at its own cost, shall restore the site to pre-construction conditions. Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish; excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the County Project Manager.

Contract Time

Contractor shall complete all project work within ten (10) working days from the date the Contractor receives the Notice to Proceed from the County.

TYPICAL SECTION – COLCORD ROAD: ATTACHMENT "A"

INSTRUCTIONS TO CONTRACTORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO CONTRACTORS AND EXHIBIT "B", CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO CONTRACTORS

Preparation of Bid

A. Bids will be received by the County of Gila Finance Department, from Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks Sealed Bids only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All Bids shall be on the forms provided in this Invitation for Bids package. It is permissible to copy these forms if required.

B. Before submitting its Bid, each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Bid will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the attached forms in this Invitation for Bids package in full, **original signature** in ink on all copies, by the person(s) authorized to sign the Bid and to be submitted at the time of Bid, and made a part of this contract. The County will use the Bid and attached forms in evaluating the capacity of Contractors to perform the Scope of Services as set forth in the Contract. Failure of any Contractor(s) to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening, shall be grounds for automatic disqualification of Contractor(s) from further consideration.

D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

Exhibit "A" – Instructions to Contractors continued.....

E. The full name of each person or company interested in the Invitation for Bid shall be listed on the Bid.

F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Bid Bid Guaranty

Each bid Bid 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 Bid as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

Requirement of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County a Statutory Performance Bond and a Statutory Labor and Materials 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, ***unless the successful bidder chooses not to take a payment draw.*** 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. ***Note: The Performance and Labor and Materials bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

Exhibit "A" – Instructions to Contractors continued.....

Amendments

Any addendum issued as a result of any change in this Invitation for Bids shall be acknowledged by all Contractors in the following manner:

1. The Contractor Check List and Addenda Acknowledgment Form shall be completed and signed.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquiries

A. Any questions related to this IFB should be directed to: the Contracts Administrator, Jeannie Sgroi, (928) 402-8612.

Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to any Invitation for Bid should refer to the appropriate Invitation for Bid number, page, and paragraph number. However, the Contractor(s) must not place the Invitation for Bids number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bids due date and time.

Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Bid results ARE NOT provided in response to telephone inquires. Bidders must be present at bid opening for results. A tabulation of Bids received is on file in the Gila County Board of Supervisors offices and available for review after **contract award**.

Exhibit "A" – Instructions to Contractors continued.....

Late Bids

Any Bid received later than the date and time specified on the Notice for Sealed Bids will be returned unopened. Late Bids shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Qualification and Certification Form, Reference List, Price Sheet, No Collusion Certification, Intentions Concerning Subcontracting, Legal Arizona Workers Act, Surety Bid Bond, Bidder Checklist and Addenda Acknowledgment Form, Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bids. The County will not be liable for any cost incident to the preparation of Bids, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

NOTICE: SURETY (BID) BOND FORM MUST ACCOMPANY BID SUBMITTAL.

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

2. Bids submitted early may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipts of Bids.

Exhibit "A" – Instructions to Contractors continued.....

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Bid deadline.

The Bid shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures on all* shall be provided by the Contractor. The words "SEALED BID" with INVITATION FOR BID TITLE "COLCORD ROAD PAVING PROJECT", "CONTRACT NO. 040615", DATE "JUNE 12, 2015", and TIME "11:00 AM MST TIME" of Bid opening shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

    a. Notwithstanding any or other provisions of the Invitation for Bids, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Bids; or portions thereof; or
        3. Reissue an Invitation for Bid; or
        4. Delay awarding a contract to the lowest responsible Contractor(s) in order to attempt to value engineer the contract. Value engineering shall be defined as altering the work of the contract in order to complete the contract in a more cost effective manner without changing the general scope of the contract. Changes that decrease the total dollar amount of the Bid by not more than twenty-five percent (25%) do not change the general scope of the contract. The lowest responsible Contractor(s) does not have to agree to value engineer, and the County reserves the right to reject all Bids.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Bid of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.

5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous of the County may be invited to appear before the Board for an oral review.

General Terms & Conditions continued.....

6. The apparent successful Contractor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Bidders who have submitted a Bid have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

A. The name, address and telephone number of the protester.
B. The 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. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

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

EXHIBIT "B" CONTRACTOR AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring Sealed Bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Page 40, Contractors OFFER PAGE, and Contractors Qualification and Certification forms(s) Pages 31-32.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids issued by the County and the offer submitted by the Contractor in response to the Invitation for Bids. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Invitation for Bids. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, Bids, negotiations, purchase orders, or master agreement in any form.

The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Exhibit "B" – Contractor Award Agreement continued.....

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

A. County, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Exhibit "B" – Contractor Award Agreement continued.....

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511.**

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Exhibit "B" – Contractor Award Agreement continued.....

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the services requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and will require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

Exhibit "B" – Contractor Award Agreement continued.....

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Exhibit "B" – Contractor Award Agreement continued.....

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned offers, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

Bid Evaluation Process

All Bids shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Contractor whose Bid is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

Evaluation of Bid and Negotiations

The Director shall appoint a selection committee to evaluate the Bids and makes a recommendation based on the criteria set forth in the Invitation for Bids. The Board of Supervisors shall not act in capacity of the selection committee. Bids shall be evaluated on the factors set forth in the Invitation for Bids.

For the purpose of conducting Negotiations, the County shall determine what Bids are susceptible for being selected for Award. A determination that a Bid is unacceptable shall be in writing, state the basis of the determination and be retained in the Public Works files. If it is determined a Bid is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Bid.

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this Invitation for Bids for a qualified Contractor to pave a 1.2 mile portion of Colcord Road.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

1.1 All product specifications are **minimum.** Contractor must provide a product specification sheet.

1.2 Contractor should have adequate manufacturing / stocking facilities to serve the needs of Gila County.

1.3 All Bids must represent the entire package. Partial awards will not be made unless otherwise stated in the Bid specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Contractor shall review its Bid submission to assure the following requirements are met.

- 1.5.1 **One (1) original and two (2) copies all with original signatures on all submissions.**
- 1.5.2 Qualification and Certification Form (page 31-32)
- 1.5.3 Reference List (page 33)
- 1.5.4 Price Sheet (page 34)
- 1.5.5 No Collusion Certification (page 35)
- 1.5.6 Intentions Concerning Subcontracting (page 36)

Minimum Specifications continued.....

1.5.7 Legal Arizona Workers Act (page 37)
1.5.8 Surety "Bid" Bond (page 38)
1.5.9 Bidder Checklist & Addenda Acknowledgment (page 39)
1.5.10 Offer Page (pages 40-41)

SECTION 2.0

Bid Pricing

2.1 The Contractor shall submit the Bid in the form of a firm unit price. Prices shall be in effect for the duration of the contract period at the lump sum price bid. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

2.2 The term of the contract shall commence upon award and shall remain in effect for the period the services are performed, canceled or extended as otherwise provided herein. Profit costs for extensions(s) may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval prior to any such extension.

2.3 Contractors are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Invitation for Bids. Pricing offered should be noted on the price sheet, page 34, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

SECTION 3.0

Price Adjustments

3.1 The County shall be and is hereby authorized to make necessary alterations in the work as may increase or decrease the originally awarded contract amount, provided the alteration does not change the total contract cost or the total cost of any major contract item by more than 25 percent (25%).

Minimum Specifications continued.....

Alterations which do not exceed the 25 percent (25%) limitations shall not invalidate the contract and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract.

These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the County.

Change orders for altered work shall include extensions of contract time where, in the County's opinion, such extensions are commensurate with the amount and difficulty of work added.

Should the amount of altered work exceed the 25 percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement.

If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

SECTION 4.0

Ordering and Delivery:

4.1 ORDERING: Gila County does not warrant the order of any equipment prior to actual need. Gila County's Public Works personnel may re-order equipment as it becomes necessary or based on the required needs within the County during the term of this contract.

4.2 PRODUCT DELIVERY Location: Gila County Payson, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

4.3 Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

Minimum Specifications continued.....

SECTION 5.0

Negotiations With Individual Contractors

5.1 Gila County Public Works Department shall establish procedures and schedules for conducting Negotiations. Disclosure of one Contractors Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

5.1.1 Any Response to a request for Clarification of a Bid shall be in writing.

5.1.2 The Public Works Department shall keep a record of all Negotiations.

5.2 For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

A. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.

B. Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive Negotiations with the Responsible Contractor whose Bid is determined in the selection process to be most Advantageous to the County.

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

5.3.1 A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.

5.3.2 If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

Minimum Specifications continued.....

SECTION 6.0

Product Specification – Minimum Specifications: Bid No. 040615 Colcord Road Paving Project

Mix design shall be per MAG Standard Specification 710 (3/4" / 19mm).

INSURANCE PROVISIONS

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:

The Contractor shall furnish Certificate(s) of Insurance to the County within ten (10) calendar days of notification of award and prior to all contract extensions.

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.

Insurance Provisions continued.....

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

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

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

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

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

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

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

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

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

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

Insurance Provisions continued.....

4. **Builders' Risk Insurance or Installation Floater** $_____
   In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

   a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insured's** on the policy.

   b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement**.

   c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.

   d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.

   e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

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

   g. Contractor is responsible for the payment of all policy deductibles.

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.

Insurance Provisions continued.....

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 Gila ounty Finance Department, Attn: Jeannie Sgroi, 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 Jeannie Sgroi, 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.

Insurance Provisions continued.....

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.

QUALIFICTION 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.

Contract Number 040615 Colcord Road Paving Project

The Contractor submitting this Bid warrants the following:

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

   IMWCC, INC
   1564 N. Alma School Rd #200
   Mesa, AZ 85201

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 for cause with Contractor (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 must also provide at least the following information: see attached
   a. A brief history of the Contractors Firm.
   b. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

Qualification/Certification continued.....

c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List the specific qualifications the Contractor has in supplying the specified services.

e. List of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The subcontractors ROC, contact name and phone # must be included.

f. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating in Arizona:** 1.20
(If Applicable)

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.

7. **Current Arizona Contractor License Number:** ROC145449, ROC194358
(If Applicable)

Signature of Authorized Representative

Kyle Reese Randall
Printed Name

President
Title

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 to the as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Vastco - FHWA Control Rd Bridges
   Contact: Scott Dubay
   Phone: 928-636-3880
   Address: 425 Industrial Drive, Chino Valley, AZ 86323

2. **Company:** AMES-SR260 Tonto Creek Bridge
   Contact: Bryan Mueller
   Phone: 602-431-2111
   Address: 8333 E Hartford Dr, Scottsdale, AZ 85255

3. **Company:** Vastco - Roosevelt - Punkin Center
   Contact: Scott Dubay
   Phone: 928-636-3880
   Address: 425 Industrial Drive, Chino Valley, AZ 86323

4. **Company:** CS Construction - ADOT Statewide DMS Phase 9A
   Contact: Michelle Mason
   Phone: 623-889-7650
   Address: 22023 N 20th Ave, Suite A, Phoenix, AZ 85027

IMWCC, Inc
Name of Business

Signature of Authorized Representative

President
Title

PRICE SHEET

Complete and return this form for the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this Bid-pricing page.

Vendor Name: IMWCC, INC Phone No.: 402-888-0169

COLCORD ROAD PAVING PROJECT
Bid 040615

TOTAL BID $ SEE ADDENDUM #1

*Price to include all applicable taxes and required fees.
No tax shall be levied against labor.

KM

Signature of Authorized Representative

Kyle Reese Randall
Printed Name

President
Title

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

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

Kyle Reese Randall
(Name of Individual)
being first duly sworn, deposes and says:

That he is President
(Title)

of IMWCC, INC and
(Name of Business)

That he is bidding on **Gila County Bid No. 040615 COLCORD ROAD PAVING PROJECT, Payson, AZ.** and,

That neither he nor anyone associated with the said IMWCC, 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.

IMWCC, INC
Name of Business

By

President
Title

Subscribed and sworn to before me this 12th **day of** June, **20**15.

Megan T. McKenzie
Notary Public

MEGAN T. MCKENZIE
Notary Public - Arizona
Maricopa County
My Commission Expires
November 26, 2017

My Commission expires: November 26, 2017

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **BID NO. 040615 COLCORD ROAD PAVING 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 County prior to award of contract; and that documentation, such as copies of letters, requests for quotation, 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. List must be provided in a sealed envelope marked "List of Subcontractors".

☐ **YES,** it is my intention to subcontract a portion of the work.

☒ **NO,** it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Kyle Reese Randall

Printed Name

President

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm 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 Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm'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 Firm 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, Firm 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 delivery of services.

Firm 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 Firm.

Signature of Authorized Representative

Kyle Reese Randall
Printed Name

President
Title

SURETY (BID) BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

WHEREAS, the Principal is herewith submitting its Bid for:

COLCORD ROAD PAVING PROJECT
GILA COUNTY, ARIZONA, BID CALL NO. 040615

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

IN WITNESS WHEREOF, we hereunto set our hands and seals: June 12, 2015

InterMountain West Civil Constructors, Inc.
Principal

By _____

Title PRESIDENT

Employers Mutual Casualty Company
Surety

By Attorney-in-Fact Scott Wareing
1819 E Morten Suite 220, Phoenix, AZ 85020
Address, Attorney-in-Fact

Subscribed and sworn to before me

This 12th day of June, 2015

My commission expires: April 5, 2017

Notary Public _____

JENNIFER CASTILLO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: April 5, 2017

THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

EMC INSURANCE

P.O. Box 712 • Des Moines, IA 50306-0712

No. B17156

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. **Employers Mutual Casualty Company, an Iowa Corporation**
2. **EMCASCO Insurance Company, an Iowa Corporation**
3. **Union Insurance Company of Providence, an Iowa Corporation**
4. **Illinois EMCASCO Insurance Company, an Iowa Corporation**
5. **Dakota Fire Insurance Company, a North Dakota Corporation**
6. **EMC Property & Casualty Company, an Iowa Corporation**
7. **Hamilton Mutual Insurance Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
ANDREW J. PAFFENBARGER, SCOTT WAREING, JENNIFER CASTILLO, JOSEPH A CLARKEN,III, MELANIE ANKENEY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 13th day of NOVEMBER, 2014.

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

HAMILTON MUTUAL INSURANCE CO. MUTUAL INSURANCE DES MOINES, IOWA

NOTARIAL SEAL IOWA

KATHY LYNN LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2016

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel
Assistant Vice President

On this 13th day of NOVEMBER AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on NOVEMBER 13, 2014 on behalf of:
ANDREW J. PAFFENBARGER, SCOTT WAREING, JENNIFER CASTILLO, JOSEPH A CLARKEN,III, MELANIE ANKENEY

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of June, 2015.

Vice President

7832 (1-14)

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."

SURETY (BID) BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

WHEREAS, the Principal is herewith submitting its Bid for:

COLCORD ROAD PAVING PROJECT
GILA COUNTY, ARIZONA, BID CALL NO. 040615

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

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

Principal

By

Title

Surety

By Attorney-in-Fact

Address, Attorney-in-Fact
Subscribed and sworn to before me

This _____ day of _____,2015

My commission expires: _____
Notary Public

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	✓
REFERENCE LIST	✓
PRICE SHEET	✓
NO COLLUSION IN BIDDING	✓
INTENTIONS IN SUBCONTRACTING	✓
LEGAL ARIZONA WORKERS ACT COMPLIANCE	✓
ANTI-TERRORISM WARRANTY	N/A per addendum # 1
SURETY "BID" BOND	✓
CHECKLIST & ADDENDA ACKNOWLEDGMENT	✓
OFFER PAGE	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	KAR	KAR			
Date	6/2/15	6/9/15			

Signed and dated this 12th day of June, 2015

IMWCC, INC.
Firm:

By:

Each Bid shall be sealed in an envelope addressed to the Gila County Finance Department and bearing the following statement on the outside of the envelope: **Request for Sealed Bids: Bid No. 040615 Colcord Road Paving Project.** All Bids shall be filed with the Gila County Finance Department in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before **June 12, 2015, by 1100 AM**.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for Bids document.

Signature also certifies the Firms bid Bid is genuine, and is not in any way collusive or a sham; that the bid Bid is not made with the intent to restrict or prohibit competition; that the Firm submitting the Bid has not revealed the contents of the Bid to, or in any way colluded with, any other Firm which may compete for the contract; and that no other Firm which may compete for the contract has revealed the contents of a Bid to, or in any way colluded with, the Firm submitting this Bid.

CONTRACT NUMBER: 040615 Colcord Road Paving Project

Firm Submitting Bid:

IMWCC, INC.
Company Name

1514 N. Alma School Rd #200
Address

Mesa AZ 85201
City State Zip

For clarification of this offer, contact:

Name: Kyle Reese Randall

Phone No.: 602-888-0169

Fax 928-472-9611

Email: bids@imwcc.net

Signature of Authorized Person to Sign

Kyle Reese Randall
Printed Name

President
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Firm Intermountain West Civil Constructors, Inc. is now bound to provide the materials or services listed in IFB No.: 040615 including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 040615**. The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2015

_____

Michael A. Pastor, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

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 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: **COLCORD ROAD PAVING-PAYSON, AZ** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 20 _____.

_____ _____
Principal **Seal** **By:**

_____ _____
Surety **Seal** **By:**

_____ _____
Agency of Record **Agency Address**

_____
Arizona Countersignature

_____
Address

_____
Phone Number

STATUTORY LABOR AND MATERIALS BOND 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: **COLCORD ROAD PAVING-PAYSON, AZ** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 20 _____

_____ _____
Principal **Seal** **By:**

_____ _____
Surety **Seal** **By:**

_____ _____
Agency of Record **Agency Address**

_____
Arizona Countersignature

_____
Address

_____
Phone Number

GILA COUNTY:
COLCORD ROAD PAVING PROJECT
INVITATION FOR BID NO. 040615

ADDENDUM #1:
DATE: 6/2/2015

CLARIFICATIONS: Below are answers to the questions raised at the jobsite pre-bid meeting on June 01, 2015 at 10:00 A.M.

1. The listing on the Gila County website incorrectly stated that the pre-bid meeting held yesterday morning at the jobsite was a "mandatory" meeting. The meeting was not a mandatory meeting. If you would like to perform a jobsite visit prior to submitting your bid, the directions are: Take Highway 260E to Milepost 277. There will be an ADOT sign that says Colcord Road. The project begins where the existing pavement ends on Colcord Road.
2. There was some confusion on where the jobsite meeting was to be held. The Notice of Invitation for Bid No. 040615 states that the *Bid Opening and Submittal Location* is the Gila County Guerrero Conference Room. The location for the pre-bid meeting was the jobsite. An email was sent out on May 12, 2015 to all of the plan holders, that the County was aware of, to clarify the location of the meeting.
3. It shall be the Contractor's responsibility to furnish and place the asphalt at the jobsite.
4. In September 2015, the County will perform the grading from end to end of the jobsite, prior to the Contractor commencing work. Gila County will also furnish and place ABC Course at that time. Tentative schedule is to pave by the first week of October, but definitely no later than the second week of October if inclement weather should arise.
5. Surveying and staking is not required from the Contractor. When the County prepares the subgrade, we will provide an edge line to run off of.
6. Gila County will provide traffic control and water for construction, compaction and dust control. Striping and signage is not a part of this Invitation for Bid.
7. Due to the time difference between the bid due date and the actual project commencement date, an oil index adjustment will be made, if necessary.
8. The required material testing sampling shall be pulled from materials on site. Contractor shall provide Gila County with the sample results.

9. The completed project shall result in two thirteen foot driving lanes with a one foot shoulder on each side.
10. The completed project shall result in a 2 1/2" compacted AC final product.
11. On Page 39 – Bidder Checklist and Addenda Acknowledgment, disregard the reference to "Anti-Terrorism Warranty". The State no longer requires that document.
12. Contractor shall base his bid on the quantity given on the revised Price Sheet. Contractor shall be paid only for actual quantities placed. Weigh tickets are to be turned into Gila County on a daily basis.

REVISIONS:

13. Replace Page 34, Price Sheet, with the revised Price Sheet attached to this Addendum.

ADDITIONAL INFORMATION ATTACHED:

14. Attached Sign-In Sheet from Pre-bid meeting is attached.

This concludes Addendum No. 1 to Invitation for Bids No. 040615. The Bid due date and time remain the same.

PRICE SHEET

Complete and return this form for the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this Bid-pricing page.

Vendor Name: IMWCC, INC. Phone No.: 602-888-0169

COLCORD ROAD PAVING PROJECT
Bid 040615

Quantity	Unit	Description	Unit Price	Extension
2,833	Tons	Asphaltic Concrete	$ 87.00	$ 246,471.00

TOTAL BID IN WORDS $ TWO-HUNDRED FORTY-SIX THOUSAND FOUR-HUNDRED SEVENTY-ONE DOLLARS AND NO CENTS.

*Price to include all applicable taxes and required fees.
No tax shall be levied against labor. Payment will be made based on actual quantities.

Signature of Authorized Representative

Kyle Reese Randall
Printed Name

President
Title

PREBID MEETING: 06-01-15, 10:00 A.M.
COLCORD ROAD PAVING PROJECT
INVITATION FOR BID NO. 040615

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
IMWCC	TYLER HERRERA	[signature]	Tyler@ty@hoo.com	928 517-1192
MANGUM CIVIL	Luke Plante	[signature]	l.plante@mangumgroup.com	928-970-1286
CACTUS Asphalt	Jeff Abram	[signature]	Jabram@cactusasphalt.com	602 322 5651
Mid State Asphalt	Paul Randall	[signature]	midstateasphalt@yahoo.com	928-978-5728
ALLIANCE STREETWORKS	JEFF CARMAIN	[signature]	ED.ALLIANCE@YAHOO.COM	928 567 8696
Gila County	Brent Cline	Brent Cline	bcline@gilacountyaz.gov	928-402-8526
GILA COUNTY	DANNY SAVAGE	Danny Savage		928 978 0255
GILA COUNTY	JEANNIE SGROI	Jeannie Sgroi	JSGROI@GILACOUNTYAZ.GOV	928-402-8612

GILA COUNTY:
COLCORD ROAD PAVING PROJECT
INVITATION FOR BID NO. 040615

ADDENDUM #2:
DATE: 6/9/2015

CLARIFICATIONS:

1. Disregard Item No. 4 of the Insurance Requirements-**Builders Risk Insurance or Installation Floater,** Page 28 of the Bid Packet. Bidders are not required to carry this insurance on this project. All other coverages and limits as specified under the Insurance Requirements are required.

This concludes Addendum No. 2 to Invitation for Bids No. 040615. The Bid due date and time remain the same.

5a. A Brief History of IMWCC

Intermountain West Civil Constructors, Inc. (IMWCC) opened its doors in the Town of Payson in 1993, and maintains Arizona Registrar of Contractors licenses ROC194358 KB-01 in dual building, as well as ROC145649 A in general engineering. In the last seven years, the firm completed over fifty civil engineered projects in the State of Arizona. The firm is pre-qualified with the Arizona Department of Transportation (ADOT) to perform heavy highway civil projects up to $1,500,000.

5d. Specific Qualifications for Specified Services

InterMountain West Civil Constructors, Inc. has 20 years of experience in the asphalt paving business. We have a considerable range of experience in constructing and paving new highways, improving existing highways, paving subdivisions, and making parking lots look brand new. We have state of the art equipment and experienced crew members that are dedicated to ongoing safety and training programs. IMWCC provides complete asphalt paving solutions for both new paving projects and pavement restoration projects.

E-FILED

STATE OF ARIZONA
CORPORATION COMMISSION
CORPORATION ANNUAL REPORT
& CERTIFICATE OF DISCLOSURE

04820736

DUE ON OR BEFORE 11/14/2014 **FILING FEE** $45.00

PLEASE READ ALL INSTRUCTIONS. The following information is required by A.R.S. §§10-1622 & 10-11622 for all corporations organized pursuant to Arizona Revised Statutes, Title 10. The Commission's authority to prescribe this form is A.R.S. §§10-121(A) & 10-3121(A). YOUR REPORT MUST BE SUBMITTED ON THIS ORIGINAL FORM. Make changes or corrections where necessary. Information for the report should reflect the current status of the corporation.

-0707412-9

1. INTERMOUNTAIN WEST CIVIL CONSTRUCTORS INC.
PO BOX 4444
SCOTTSDALE, AZ 852614444

Business Phone: _____ (Business phone is optional.)

State of Domicile: ARIZONA **Type of Corporation:** PROFIT

2. Statutory Agent: KYLE REESE RANDALL
Mailing Address: PO BOX 4444
City, State, Zip: SCOTTSDALE, AZ 852614444

Statutory Agent's Street or Physical Address:
Physical Address:1564 N ALMA SCHOOL RD 200
City, State, Zip: MESA, AZ 85201

ACC USE ONLY	
Fee	$ 45.00
Penalty	$ 0.00
Reinstate	$ 0.00
Expedite	$
Resubmit	$

If appointing a new statutory agent, the new agent MUST consent to that appointment by signing below. Note that the agent address must be in Arizona.

I, (individual) or We, (corporation or limited liability company) having been designated the new Statutory Agent, do hereby consent to this appointment until my removal or resignation pursuant to law.

_____
Signature of *new* Statutory Agent

_____
Printed Name of *new* Statutory Agent

3. **Secondary Address:**

(Foreign Corporations are REQUIRED to complete this section).

4. CHARACTER OF BUSINESS

CONSTRUCTION

Received: 09/23/2014 13:24

5. CAPITALIZATION: (For-profit Corporations and Business Trusts are **REQUIRED** to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest in the trust estate.

5a. Please examine the corporation's original Articles of Incorporation for the amount of **shares authorized.**

Number of Shares/Certificates Authorized	Class	Series Within Class (if any)
1000000		

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine the corporation's minutes for the number of **shares issued.**

Number of Shares/Certificates Issued	Class	Series Within Class (if any)
4800		

6. SHAREHOLDERS: (For-profit Corporations and Business Trusts are **REQUIRED** to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than a 20% beneficial interest in the corporation.

KYLE REESE RANDALL AND MI

7. OFFICERS

Name: KYLE REESE RANDALL
Title: PRESIDENT
Address: PO BOX 4444
SCOTTSDALE, AZ 85261
Date Taking Office: 04/06/1999

Name: MICHELLE M RANDALL
Title: SECRETARY
Address: PO BOX 4444
SCOTTSDALE, AZ 85261
Date Taking Office: 04/17/2012

Name: CHANCE MURRAY RANDALL
Title: TREASURER
Address: PO BOX 4444
SCOTTSDALE, AZ 85261
Date Taking Office: 07/08/2014

Name: KYLE ROBERT RANDALL
Title: VICE-PRESIDENT
Address: PO BOX 4444
SCOTTSDALE, AZ 85261
Date Taking Office: 07/08/2014

8. DIRECTORS

Name: KYLE REESE RANDALL
Address: 1564 N ALMA SCHOOL RD #200
MESA, AZ 85201
Date Taking Office: 04/06/1999

Name:
Address:
Date Taking Office:

Name:
Address:
Date Taking Office:

Name:
Address:
Date Taking Office:

9. FINANCIAL DISCLOSURE (A.R.S. §10-11622(A)(9))

Nonprofits – if your annual report is due on or before September 25, 2008, you **must attach** a financial statement (e.g. income/expense statement, balance sheet including assets, liabilities). If your nonprofit annual report is due after September 25, 2008, a financial statement is not required. **Cooperative marketing associations** must in all cases submit a financial statement. All other forms of corporations are exempt from filing a financial statement no matter what date the annual report was due.

ONLY NONPROFIT CORPORATIONS MUST ANSWER THIS QUESTION:

9A. MEMBERS (A.R.S. §10-11622(A)(6)) This corporation DOES ☐ DOES NOT ☐ have members.

10. CERTIFICATE OF DISCLOSURE (A.R.S. §§ 10-202(D), 10-3202(D), 10-1622(A)(6) & 10-11622(A)(7))

A. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or holds more than 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation been:

1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the execution of this certificate?
2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven year period immediately preceding execution of this certificate?
3. Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period immediately preceding execution of this certificate where such injunction, judgment, decree or permanent order involved the violation of:
   (a) fraud or registration provisions of the securities laws of that jurisdiction, or
   (b) the consumer fraud laws of that jurisdiction, or
   (c) the antitrust or restraint of trade laws of that jurisdiction?

One box must be marked: YES ☐ NO ☒

If "YES" to A, the following information must be submitted as an attachment to this report for each person subject to one or more of the actions stated in items 1 through 3 above.

1. Full birth name.
2. Full present name and prior names used.
3. Present home address.
4. All prior addresses for immediately preceding 7 year period.
5. Date and location of birth.
6. The nature and description of each conviction or judicial action; the date and location; the court and public agency involved; and the file or cause number of the case.

B. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or holds over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a 20% interest in any other corporation on the bankruptcy or receivership of that other corporation?

One box must be marked: YES ☐ NO ☒

If "YES" to B, the following information must be submitted as an attachment to this report for each corporation subject to the statement above.

(a) Name and address of each corporation and the persons involved.
(b) State(s) in which it: (i) was incorporated and (ii) transacted business.
(c) Dates of corporate operation.

11. STATEMENT OF BANKRUPTCY OR RECEIVERSHIP (A.R.S. §§ 10-1623 & 10-11623)

A. Has the **corporation** filed a petition for bankruptcy or appointed a receiver? **One box must be marked:** YES ☐ NO ☒

If "Yes" to A, the following information must be submitted as an attachment to this report:

1. All officers, directors, trustees and major stockholders of the corporation within one year of filing the petition for bankruptcy or the appointment of a receiver. If a major stockholder is a corporation, the statement shall list the current president, chairman of the board of directors and major stockholders of such corporate stockholder. "Major stockholder" means a shareholder possessing or controlling twenty per cent of the issued and outstanding shares or twenty per cent of any proprietary, beneficial or membership interest in the corporation.

2. Whether any such person has been an officer, director, trustee or major stockholder of any other corporation within one year of the bankruptcy or receivership of the other corporation. If so, for each such corporation give:
   (a) Name and address of each corporation;
   (b) States in which it: (i) was incorporated and (ii) transacted business.
   (c) Dates of operation.

12. SIGNATURES: Annual Reports must be signed and dated by at least one duly authorized officer or they will be rejected.

I declare, under penalty of perjury, that all corporate income tax returns required by Title 43 of the Arizona Revised Statutes have been filed with the Arizona Department of Revenue. I further declare under penalty of perjury that I (we) have examined this report and the certificate, including any attachments, and to the best of my (our) knowledge and belief they are true, correct and complete.

Name KYLE REESE RANDALL Date 09/23/2014

Signature KYLE REESE RANDALL

Title PRESIDENT

(Signator(s) must be duly authorized corporate officer(s) listed in section 7 of this report.)