

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: March 10, 2015	Time Needed: 5 Min.										
Requesting Department: Public Works	Presenter(s) Name: William R. Bess										
Motion before the Board: Award Contract #B15-01-008 Supply and Delivery of Cattle Guards to Oldcastle Precast, Inc. and W W Cattle Guards, LLC effective March 25, 2015.											
Recommendation: (who, what, where, when, how, etc.) Staff recommends approval.											
Background: (why should it be done, what will happen if not approved, etc. include resolution) Sealed proposals were received by the Board of Supervisors at the Navajo County Governmental Center, Holbrook, Arizona until 3:00 p.m. M.S.T., February 25, 2015, in strict accordance with the specifications on file in the office of the Navajo County Department of Public Works. No bids were accepted after 3:00 p.m. M.S.T. The bids were publicly opened and read aloud at 3:00 p.m. This is a two-year "multi-award" contract for cattle guards which are purchased based on price, convenience, availability and/or quality. The award of contracts to all bidders gives us the flexibility to utilize a second vendor should the lowest bidder not be available.											
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.) The Public Works budget includes funding for road maintenance material.											
Reviewed and approved by:	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">County Manager</td> <td style="text-align: center;">County Attorney</td> <td style="text-align: center;">Human Resources</td> <td style="text-align: center;">Finance</td> <td style="text-align: center;">IT</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/> PW WRB</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	County Manager	County Attorney	Human Resources	Finance	IT	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> PW WRB	<input type="checkbox"/>	<input type="checkbox"/>
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Board Action Taken <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Approved</td> <td style="text-align: center;">Denied</td> <td style="text-align: center;">No Action</td> <td style="text-align: center;">Continued</td> <td style="text-align: center;">Continued to:</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">_____</td> </tr> </table>		Approved	Denied	No Action	Continued	Continued to:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Approved	Denied	No Action	Continued	Continued to:							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____							
Approved with changes as follows: _____											
Clerk's Notes											
Date:	Initial:										

REMINDER: Email this coversheet and all backup documentation to **BOS.Clerk** by **Noon the Tuesday before the BOS meeting.**

BID TAB
SUPPLY & DELIVERY of CATTLE GUARDS
CONTRACT #B15-01-008

TABLE 1 The precast concrete cattle guard box shall be a Utility Vault/Oldcastle Precast, Inc., drawing No. G2100-1 or approved equal.			OLDCASTLE PRECAST, INC. 411 E Frye Rd Chandler, AZ 85225		W W CATTLE GUARDS, INC. 5742 Webb Dr Lakeside, AZ 85929	
<i>SIZE</i>	<i>DELIVERY LOCATION</i>	<i>EST. QNTY.</i>	<i>UNIT COST</i>	<i>EXTENDED COST</i>	<i>UNIT COST</i>	<i>EXTENDED COST</i>
Two (2) Grill Unit	Holbrook Rd Yrd	1	6,985.00	6,985.00	No Bid	No Bid
	Show Low Rd Yrd	2	6,985.00	13,970.00	No Bid	No Bid
Three (3) Grill Unit	Holbrook Rd Yrd	2	10,070.00	20,140.00	No Bid	No Bid
	Show Low Rd Yrd	4	10,070.00	40,280.00	No Bid	No Bid
Four (4) Grill Unit	Holbrook Rd Yrd	2	13,355.00	26,710.00	No Bid	No Bid
	Show Low Rd Yrd	4	13,355.00	53,420.00	No Bid	No Bid
Five (5) Grill Unit	Holbrook Rd Yrd	1	16,640.00	16,640.00	No Bid	No Bid
	Show Low Rd Yrd	2	16,640.00	33,280.00	No Bid	No Bid

TABLE 2 Forest Service standard steel frame cattle			OLDCASTLE PRECAST, INC.		W W CATTLE GUARDS, INC.	
<i>SIZE</i>	<i>DELIVERY LOCATION</i>	<i>EST. QNTY.</i>	<i>UNIT COST</i>	<i>EXTENDED COST</i>	<i>UNIT COST</i>	<i>EXTENDED COST</i>
Two (2) Grill Unit	Holbrook Rd Yrd	1	6,185.00	6,185.00	7,092.79	7,092.79
	Show Low Rd Yrd	2	6,185.00	12,370.00	7,092.79	14,185.58
Three (3) Grill Unit	Holbrook Rd Yrd	2	8,770.00	17,540.00	10,281.09	20,562.18
	Show Low Rd Yrd	4	8,770.00	35,080.00	10,281.09	41,124.36
Four (4) Grill Unit	Holbrook Rd Yrd	2	11,555.00	23,110.00	13,683.72	27,367.44
	Show Low Rd Yrd	4	11,555.00	46,220.00	13,683.72	54,734.88
Five (5) Grill Unit	Holbrook Rd Yrd	1	14,340.00	14,340.00	17,065.39	17,065.39
	Show Low Rd Yrd	2	14,340.00	28,680.00	17,065.39	34,130.78

CONTRACT

THIS CONTRACT is made and entered into as of March 25, 2015 (the "Effective Date") by and between Navajo County ("County") and W W Cattleguards, LLC ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all plant materials, labor, hauling and construction equipment and services required for performing all work for **Supply & Delivery of Cattle Guards, Contract # B15-01-008**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.
2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract and the attached Call for Bids, Specifications, General Provisions, Special Provisions, Proposal dated February 6, 2015, Bidding Schedule, Bid Bond, Performance Bond, No Collusion Affidavit, Subcontracting Certification, Plans, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others; the Specifications shall control over the General Provisions and Special Provisions; and the Special Provisions shall control over the General Provisions.
3. **NO LIENS / TIME FOR COMPLETION:** Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.
4. **CANCELLATION:** This Contract is subject to cancellation pursuant to A.R.S. § 38-511, (concerning conflicts of interest).
5. **PAYMENTS:** Payment shall be made on the basis of the unit price(s) bid for the awarded items in the Bidding Schedule for Contract # B15-01-008. Contractor shall submit invoices to County for all work performed hereunder. No later than 30 days after each invoice has been verified and approved by the Engineer, County shall pay to Contractor 100% of the approved amount.
6. **CERTIFICATIONS:**
 - A. Pursuant to A.R.S. § 41-4401, Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations relating to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or any subcontractor's breach of this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by County. County may randomly inspect the books and records of Contractor and its subcontractors to verify compliance with this warranty.

Contractor and its subcontractors warrant to keep their books and records open for random inspection by County during normal business hours.

B. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. The term "scrutinized business operation" shall have the meaning set forth in A.R.S. §§ 35-391 or 35-393, as applicable. Any falsification in regard to this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by County

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract as of the Effective Date.

NAVAJO COUNTY

CONTRACTOR

By _____
Chairman, Board of Supervisors

Company

Attest:

By _____

Clerk of the Board

Print Name

Title

CONTRACT

THIS CONTRACT is made and entered into as of March 25, 2015 (the "Effective Date") by and between Navajo County ("County") and Oldcastle Precast, Inc. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all plant materials, labor, hauling and construction equipment and services required for performing all work for **Supply & Delivery of Cattle Guards, Contract # B15-01-008**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.
2. **CONTRACT DOCUMENTS:** The Contract Documents comprise this Contract and the attached Call for Bids, Specifications, General Provisions, Special Provisions, Proposal dated February 24, 2015, Bidding Schedule, Bid Bond, Performance Bond, No Collusion Affidavit, Subcontracting Certification, Plans, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others; the Specifications shall control over the General Provisions and Special Provisions; and the Special Provisions shall control over the General Provisions.
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NAVAJO COUNTY

CONTRACTOR

By _____
Chairman, Board of Supervisors

Company

Attest:

By _____

Clerk of the Board

Print Name

Title