

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 #B15-01-009 Supply of Various Roadway Materials to Brimhall Sand and Rock and Building Materials, Inc., Hatch Construction and Paving, Inc., Perkins Cinders, Inc., and Quality Ready Mix, Inc. effective March 28, 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 26, 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 an annual "multi-award" contract for roadway materials which are purchased based on price, convenience and availability. The award of contracts to all bidders allows adequate coverage for road materials by location.											
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"/> <i>PW WRB</i></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"/> <i>PW WRB</i>	<input type="checkbox"/>	<input type="checkbox"/>
County Manager	County Attorney	Human Resources	Finance	IT							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>PW WRB</i>	<input type="checkbox"/>	<input type="checkbox"/>							
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 OF VARIOUS ROADWAY MATERIALS
CONTRACT #B15-01-009

Material Picked Up		Brimhall Sand & Rock & Building Materials, Inc. P.O. Box 750 Snowflake, AZ 85937		Hatch Construction & Paving, Inc. P.O. Box 127 Taylor, AZ		Perkins Cinders, Inc. 1950 E Adams, #C Show Low, AZ 85901		Quality Ready Mix, Inc. 929 Gesner Rd. #1900 Houston, TX 77024	
		EST. QNTYS	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION	Unit Price Per Ton (Pickup)	MATERIAL LOCATION
1) Aggregate Base Material, Class 2	20,000 Tons	Snowflake Indian Wells	10.00 16.00	Taylor/Snowflake	8.43	Taylor	8.65	No Bid	No Bid
2) Aggregate Base Material, Class 6	20,000 Tons	Snowflake	6.49	Taylor/Snowflake	4.99	Taylor	7.03	No Bid	No Bid
3) Aggregate Base Material, Class 6a	10,000 Tons	No Bid	No Bid	Taylor/Snowflake	5.75	Taylor	9.19	No Bid	No Bid
4) Hot Asphaltic Concrete Mix:									
A) 0-100 Tons		Snowflake	79.44	Taylor	69.95	Linden	84.88	No Bid	No Bid
B) 100-500 Tons		Snowflake	79.44	Taylor	69.95	Linden	82.76	No Bid	No Bid
C) 500-1,000 Tons		Snowflake	76.13	Taylor	69.95	Linden	81.70	No Bid	No Bid
D) 1,000 + Tons		Snowflake	72.82	Taylor	69.95	Linden	79.58	No Bid	No Bid
5) Plant Cold Mix	5,000 Tons	Snowflake	94.75		89.00	Linden	95.49	No Bid	No Bid
6) Rip Rap (6 inch)									
A) Basalt	500 Tons	Indian Wells	24.00	No Bid	No Bid	Show Low	21.22	No Bid	No Bid
B) Stone	500 Tons	No Bid	No Bid	No Bid	No Bid	Linden	21.22	No Bid	No Bid
7) Rip Rap (12 inch)									
A) Basalt	500 Tons	Indian Wells	24.00	No Bid	No Bid	Show Low	23.34	No Bid	No Bid
B) Stone	500 Tons	No Bid	No Bid	No Bid	No Bid	Linden	23.34	No Bid	No Bid
8) Rip Rap (24 inch)									
A) Basalt	500 Tons	Indian Wells	26.00	No Bid	No Bid	Show Low	21.22	No Bid	No Bid
B) Stone	500 Tons	No Bid	No Bid	No Bid	No Bid	Linden	21.22	No Bid	No Bid
9) Rip Rap (36 inch)									
A) Basalt	4,000 Tons	Indian Wells	26.00	No Bid	No Bid	Show Low	21.22	No Bid	No Bid
B) Stone	4,000 Tons	No Bid	No Bid	No Bid	No Bid	Linden Taylor	21.22 21.62	No Bid	No Bid
10) Asphalt Concrete Millings	500 Tons	No Bid	No Bid	No Bid	No Bid	Show Low	15.92	No Bid	No Bid
11) Crushed Concrete (2 inch minus)	1,000 Tons	No Bid	No Bid	Show Low/Taylor	12.75	Show Low	10.61	No Bid	No Bid
12) Reject Sand (#4 Sieve minus)	1,000 Tons	No Bid	No Bid	Taylor	5.00	Taylor	5.19	No Bid	No Bid

Material Delivered		Brimhall Sand & Rock & Building Materials, Inc.		Hatch Construction & Paving, Inc.		Perkins Cinders, Inc.		Quality Ready Mix, Inc.	
DESCRIPTION	ESTIMATED QUANTITIES	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)	Unit Price (Delivered)
13) Rip Rap (36 inch minus) Delivered to Winslow Levee	Basalt A)	40.00	No Bid	No Bid	37.84	No Bid	37.84	No Bid	No Bid
	Stone B)	No Bid	No Bid	No Bid		No Bid		No Bid	No Bid
14) 2-SACK AB Slurry Delivered to:									
Winslow A)	300 C.Y.	No Bid	100.00		No Bid		No Bid		98.00
Holbrook, Joseph City, Sun Valley, Woodruff B)	300 C.Y.	No Bid	95.00		102.92		102.92		98.00
Snowflake, Taylor, White Mtn Lakes C)	300 C.Y.	No Bid	85.00		92.31		92.31		92.00
Linden, Pinedale, Clay Springs D)	300 C.Y.	No Bid	90.00		88.06		88.06		98.00
Heber/Overgaard E)	300 C.Y.	No Bid	90.00		91.25		91.25		100.00
Show Low, Pinetop-Lakeside F)	300 C.Y.	No Bid	90.00		89.12		89.12		92.00
15) 2-SACK 3/8 in. Gravel Slurry									
Winslow A)	500 C.Y.	No Bid	130.00		No Bid		No Bid		98.00
Holbrook, Joseph City, Sun Valley, Woodruff B)	500 C.Y.	No Bid	110.00		106.10		106.10		98.00
Snowflake, Taylor, White Mtn Lakes C)	500 C.Y.	No Bid	95.00		95.49		95.49		No Bid
Linden, Pinedale, Clay Springs D)	500 C.Y.	No Bid	100.00		91.25		91.25		100.00
Heber/Overgaard E)	500 C.Y.	No Bid	100.00		94.43		94.43		100.00
Show Low, Pinetop-Lakeside F)	500 C.Y.	No Bid	100.00		92.31		92.31		92.00
16) Portland Cement Concrete (Class S, 3,000 psi)									
Winslow A)	50 C.Y.	No Bid	144.50		No Bid		No Bid		112.00
Holbrook, Joseph City, Sun Valley, Woodruff B)	150 C.Y.	No Bid	126.50		127.32		127.32		112.00
Snowflake, Taylor, White Mtn Lakes C)	50 C.Y.	No Bid	106.50		116.71		116.71		106.00
Linden, Pinedale, Clay Springs D)	50 C.Y.	No Bid	113.50		112.47		112.47		112.00
Heber/Overgaard E)	50 C.Y.	No Bid	117.50		118.83		118.83		116.00
Show Low, Pinetop-Lakeside F)	50 C.Y.	No Bid	113.50		113.53		113.53		106.00
17) Haul Material to Reservation (Class 6)									
DESCRIPTION	ESTIMATED QUANTITIES	Material Unit Price	HAUL PRICE, PER LOADED MILE	Material Unit Price	HAUL PRICE, PER LOADED MILE	Material Unit Price	HAUL PRICE, PER LOADED MILE	Material Unit Price	HAUL PRICE, PER LOADED MILE
Haul Material to Reservation (Class 6)	4,000 Tons	6.49	.155 per ton mile	4.99	.15 per ton mile	No Bid	No Bid	No Bid	No Bid

CONTRACT

THIS CONTRACT is made and entered into as of March 28, 2015 (the "Effective Date") by and between Navajo County ("County") and Brimhall Sand, Rock & Building Materials, Inc. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying Various Roadway Materials, Contract # B15-01-009**, 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 25, 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 # B15-01-009. 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

By _____

Attest:

Print Name

Clerk of the Board

Title

CONTRACT

THIS CONTRACT is made and entered into as of March 28, 2015 (the "Effective Date") by and between Navajo County ("County") and Hatch Construction and Paving, Inc. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying Various Roadway Materials, Contract # B15-01-009**, 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 26, 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 # B15-01-009. 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

By _____

Attest:

Print Name

Clerk of the Board

Title

CONTRACT

THIS CONTRACT is made and entered into as of March 28, 2015 (the "Effective Date") by and between Navajo County ("County") and Perkins Cinders, Inc. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying Various Roadway Materials, Contract # B15-01-009**, 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 25, 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 # B15-01-009. 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

By _____

Attest:

Print Name

Clerk of the Board

Title

CONTRACT

THIS CONTRACT is made and entered into as of March 28, 2015 (the "Effective Date") by and between Navajo County ("County") and Quality Ready Mix, Inc. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying Various Roadway Materials, Contract # B15-01-009**, 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.
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 # B15-01-009. 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

By _____

Attest:

Print Name

Clerk of the Board

Title