

## NAVAJO COUNTY AGENDA ITEM REQUEST FORM

<b>Meeting Date:</b> April 14, 2015	<b>Time Needed:</b> 5 Minutes										
<b>Requesting Department:</b> Public Works	<b>Presenter(s) Name:</b> William R. Bess, P.E., CFM										
<b>Motion before the Board:</b> Award Contract #B15-03-003 Supplying and Delivering Liquid Asphalt Products to Western Emulsions, Inc. and Hawker and Evans Asphalt Company, Inc. effective April 23, 2015.											
<b>Recommendation:</b> (who, what, where, when, how, etc.) Staff recommends approval.											
<b>Background:</b> (why should it be done, what will happen if not approved, etc. include resolution)											
<p>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., April 2, 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 3:15 p.m.</p> <p>This is an annual contract to provide the sale and delivery (as required), the application, and other aspects of liquid asphalt products on public roads in Navajo County. Navajo County may award contracts to two bidders for each item, and select the bidder at the time of purchase based on price, convenience, availability, and/or quality. The award of contracts to both bidders gives us the flexibility to utilize a second contractor should the lowest bidder not be available.</p> <p>Staff is recommending that the contract be awarded to Western Emulsions, Inc. and Hawker and Evans Asphalt Company, Inc.</p>											
<b>Fiscal Impact:</b> (what will it cost, where funds will come from, is it budgeted, etc.)											
Funds are budgeted in the FY 2015 budget under Road Maintenance.											
<b>Reviewed and approved by:</b>	<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> </tr> </table> <span style="float: right; color: blue; font-family: cursive;">WRB</span>	County Manager	County Attorney	Human Resources	Finance	IT	<input type="checkbox"/>				
County Manager	County Attorney	Human Resources	Finance	IT							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
<b>Board Action Taken</b>											
Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	No Action <input type="checkbox"/>	Continued <input type="checkbox"/>	Continued to: _____							
Approved with changes as follows: _____											
<b>Clerk's Notes</b>											
<b>Date:</b>	<b>Initial:</b>										

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

**BID TAB - CONTRACT B15-03-003  
SUPPLYING and DELIVERING LIQUID ASPHALT PRODUCTS**

TABLE 1: MC-250		Western Emulsions, Inc. 3900 E Broadway Blvd Tucson, AZ 85711		Hawker & Evans Asphalt Co. 315 S. Morris Mesa, AZ 85210	
AREA	QNTY (TONS)	UNIT PRICE PER TON IN PLACE	EXTENDED PRICE	UNIT PRICE PER TON IN PLACE	EXTENDED PRICE
Area A: WINSLOW	100	999.00	99,900.00	1,260.00	126,000.00
Area B: HOLBROOK, JOSEPH CITY, SUN VALLEY, WOODRUFF	100	1,007.00	100,700.00	1,260.00	126,000.00
Area C: SNOWFLAKE, TAYLOR, WHITE MOUNTAIN LAKE	100	993.00	99,300.00	1,260.00	126,000.00
Area D: LINDEN, PINEDALE, CLAYSPRINGS	100	989.00	98,900.00	1,260.00	126,000.00
Area E: HEBER/OVERGAARD	100	991.00	99,100.00	1,260.00	126,000.00
Area F: SHOW LOW, PINETOP-LAKESIDE	100	989.00	98,900.00	1,260.00	126,000.00
Additional charge per hour after 3 hours of spread time. (If County is responsible for delay)			\$165.00 per hour		\$205.00 per hour
Transport Truck Rental (After 2 hours pumping time)			\$80.00 one man \$160.00 two man		\$125.00 one man \$175.00 two man

TABLE 1A: MC-250		Western Emulsions, Inc.		Hawker & Evans Asphalt Co.	
AREA	QNTY (TONS)	UNIT PRICE PER TON TANK DELIVERY	EXTENDED PRICE	UNIT PRICE PER TON TANK DELIVERY	EXTENDED PRICE
Area B: HOLBROOK STORAGE TANK DELIVERY	100	1,030.00	103,000.00	1,200.00	120,000.00

TABLE 2: CRS-2		Western Emulsions, Inc.		Hawker & Evans Asphalt Co.	
AREA	QNTY (TONS)	UNIT PRICE PER TON IN PLACE	EXTENDED PRICE	UNIT PRICE PER TON IN PLACE	EXTENDED PRICE
Area A: WINSLOW	100	576.00	57,600.00	709.00	70,900.00
Area B: HOLBROOK, JOSEPH CITY, SUN VALLEY, WOODRUFF	100	578.00	57,800.00	709.00	70,900.00
Area C: SNOWFLAKE, TAYLOR, WHITE MOUNTAIN LAKE	100	567.00	56,700.00	709.00	70,900.00
Area D: LINDEN, PINEDALE, CLAYSPRINGS	100	564.00	56,400.00	709.00	70,900.00
Area E: HEBER/OVERGAARD	100	571.00	57,100.00	709.00	70,900.00
Area F: SHOW LOW, PINETOP-LAKESIDE	100	564.00	56,400.00	709.00	70,900.00
Additional charge per hour after 3 hours of spread time. (If County is responsible for delay)			\$165.00 per hour		\$185.00 per hour
Transport Truck Rental (After 2 hours pumping time)			\$80.00 one man \$160.00 two man		\$125.00 one man \$175.00 two man

**BID TAB - CONTRACT B15-03-003**  
**SUPPLYING and DELIVERING LIQUID ASPHALT PRODUCTS**

TABLE 2A: CRS-2P		Western Emulsions, Inc.		Hawker & Evans Asphalt Co.	
AREA	QNTY (TONS)	UNIT PRICE PER TON IN PLACE	EXTENDED PRICE	UNIT PRICE PER TON IN PLACE	EXTENDED PRICE
Area A: WINSLOW	100	647.00	64,700.00	719.00	71,900.00
Area B: HOLBROOK, JOSEPH CITY, SUN VALLEY, WOODRUFF	100	645.00	64,500.00	719.00	71,900.00
Area C: SNOWFLAKE, TAYLOR, WHITE MOUNTAIN LAKE	100	635.00	63,500.00	719.00	71,900.00
Area D: LINDEN, PINEDALE, CLAYSPRINGS	100	632.00	63,200.00	719.00	71,900.00
Area E: HEBER/OVERGAARD	100	639.00	63,900.00	719.00	71,900.00
Area F: SHOW LOW, PINETOP-LAKESIDE	100	632.00	63,200.00	719.00	71,900.00
Additional charge per hour after 3 hours of spread time. <i>(If County is responsible for delay)</i>			\$165.00 per hour		\$185.00 per hour
Transport Truck Rental <i>(After 2 hours pumping time)</i>			\$80.00 one man \$160.00 two man		\$125.00 one man \$175.00 two man

TABLE 3: SS1 50-50		Western Emulsions, Inc.		Hawker & Evans Asphalt Co.	
AREA	QNTY (TONS)	UNIT PRICE PER TON IN PLACE	EXTENDED PRICE	UNIT PRICE PER TON IN PLACE	EXTENDED PRICE
Area A: WINSLOW	100	347.00	34,700.00	480.00	48,000.00
Area B: HOLBROOK, JOSEPH CITY, SUN VALLEY, WOODRUFF	100	360.00	36,000.00	480.00	48,000.00
Area C: SNOWFLAKE, TAYLOR, WHITE MOUNTAIN LAKE	100	351.00	35,100.00	480.00	48,000.00
Area D: LINDEN, PINEDALE, CLAYSPRINGS	100	347.00	34,700.00	480.00	48,000.00
Area E: HEBER/OVERGAARD	100	354.00	35,400.00	480.00	48,000.00
Area F: SHOW LOW, PINETOP-LAKESIDE	100	347.00	34,700.00	480.00	48,000.00
Additional charge per hour after 3 hours of spread time. <i>(If County is responsible for delay)</i>			\$165.00 per hour		\$185.00 per hour
Transport Truck Rental <i>(After 2 hours pumping time)</i>			\$80.00 one man \$160.00 two man		\$125.00 one man \$175.00 two man

NOTE: The Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008 (Pub. #31-066), is considered a part of the bid and contract documents and is considered as binding on the work as if reproduced herein. Per Section 103.02(A) of these specifications, in the event of a discrepancy between unit bid prices and extension, the unit bid price shall govern.

The items in red font had a discrepancy between the unit price and the extended price. Since the unit price governs, the extended price has been recalculated to reflect the appropriate value.

## CONTRACT

**THIS CONTRACT** is made and entered into as of April 23, 2015 (the "Effective Date") by and between Navajo County ("County") and Hawker and Evans Asphalt Co., Inc. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying & Delivering Liquid Asphalt Products, Contract # B15-03-003**, 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 March 31, 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 #B15-03-003. 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 \_\_\_\_\_  
Chairwoman, Board of Supervisors

\_\_\_\_\_  
Company

By \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Title

## CONTRACT

**THIS CONTRACT** is made and entered into as of April 23, 2015 (the "Effective Date") by and between Navajo County ("County") and Western Emulsions, Inc. ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Supplying & Delivering Liquid Asphalt Products, Contract # B15-03-003**, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.
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**NAVAJO COUNTY**

**CONTRACTOR**

By \_\_\_\_\_  
Chairwoman, Board of Supervisors

\_\_\_\_\_  
Company

By \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Title