

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: May 11, 2015	Time Needed: 5 Minutes												
Requesting Department: Public Works	Presenter(s) Name: William R. Bess, P.E., CFM												
Motion before the Board: Award Contract #B15-03-002 Hot Asphaltic Concrete Pavement Overlay to Sunland Inc. Asphalt & Seal Coating.													
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) \													
<p>Sealed proposals were received by the Board of Supervisors at the Navajo County Governmental Center, Holbrook, Arizona until 3:00 PM M.S.T., May 4, 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 PM M.S.T. The bids were publicly opened and read aloud at 3:15 PM.</p> <p>This is an annual contract to provide Hot Asphaltic Concrete Pavement Overlay on public roads in Navajo County. Five bids were received bids; however, the bid from Gray Mountain Construction has been determined to be non-responsive. Gray Mountain Construction failed to enter a price for line item #8 and pursuant to Special Provisions, section 102.06, "Bidders shall bid all work items. Bidding \$0.00 or leaving a blank space in the unit price or extended price column shall render the bid non-responsive". Therefore, we are recommending award of the contract to Sunland Inc. Asphalt and Seal Coating as the lowest responsible, responsive bidder.</p>													
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.) Funds are budgeted in FY 2014/2015 and FY2015/2016 under Capital Improvement Projects.													
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> <td style="text-align: center;">Public Works</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/> <i>WRB</i></td> </tr> </table>	County Manager	County Attorney	Human Resources	Finance	IT	Public Works	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>WRB</i>				
County Manager	County Attorney	Human Resources	Finance	IT	Public Works								
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>WRB</i>								
Board Action Taken													
Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	No Action <input type="checkbox"/>	Continued <input type="checkbox"/>	Continued to: _____									
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

Hot Asphaltic Concrete Pavement Overlay, Contract #B15-03-002

ITEM	ESTIMATED QUANTITY	UNITS MEASURED	Paveco Inc.		Sunland Inc. Asphalt & Seal Coating		Hatch Construction & Paving Inc.	
			UNIT PRICE	TOTAL EXTENDED COST	UNIT PRICE	TOTAL EXTENDED COST	UNIT PRICE	TOTAL EXTENDED COST
AREA A: Holbrook / Joseph City								
1	10,000	Tons	\$80.61	\$806,100.00	\$72.15	\$721,500.00	\$82.75	\$827,500.00
2	36,400	Square Yards	\$0.90	\$32,760.00	\$0.65	\$23,660.00	\$1.40	\$50,960.00
3	25,000	Square Yards	\$0.75	\$18,750.00	\$1.25	\$31,250.00	\$0.80	\$20,000.00
4	25,000	Square Yards	\$0.30	\$7,500.00	\$0.25	\$6,250.00	\$0.29	\$7,250.00
5	27	Each	\$475.00	\$12,825.00	\$1,100.00	\$29,700.00	\$500.00	\$13,500.00
6	18	Each	\$425.00	\$7,650.00	\$1,050.00	\$18,900.00	\$250.00	\$4,500.00
AREA B: Winslow (Pulverization only - No AC)								
7	10,000	Square Yards	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.40	\$14,000.00
ALL AREAS								
8	N/A	Per Hour	\$110.00		\$150.00		\$48.50	
TOTAL BID (ALL ITEMS, ALL AREAS)				\$895,695.00		\$841,410.00		\$937,758.50

ITEM	ESTIMATED QUANTITY	UNITS MEASURED	Surface Contracting Inc.		Gray Mountain Construction, LLC		
			UNIT PRICE	TOTAL EXTENDED COST	UNIT PRICE	TOTAL EXTENDED COST	
AREA A: Holbrook / Joseph City							
1	10,000	Tons	\$86.65	\$866,500.00	\$72.45	\$724,500.00	
2	36,400	Square Yards	\$1.80	\$65,520.00	\$1.00	\$36,400.00	
3	25,000	Square Yards	\$1.50	\$37,500.00	\$1.00	\$25,000.00	
4	25,000	Square Yards	\$0.50	\$12,500.00	\$0.50	\$12,500.00	
5	27	Each	\$1,300.00	\$35,100.00	\$700.00	\$18,900.00	
6	18	Each	\$1,000.00	\$18,000.00	\$525.00	\$9,450.00	
AREA B: Winslow (Pulverization only - No AC)							
7	10,000	Square Yards	\$1.80	\$18,000.00	\$1.00	\$10,000.00	
ALL AREAS							
8	N/A	Per Hour	\$75.00				
TOTAL BID (ALL ITEMS, ALL AREAS)				\$1,053,195.00		\$836,750.00	\$0.00

CONTRACT

THIS CONTRACT is made and entered into as of May 11, 2015 (the "Effective Date") by and between Navajo County ("County") and Sunland Inc. Asphalt & Seal Coating ("Contractor").

1. **SCOPE OF WORK:** Contractor shall furnish any and all materials, equipment and labor required for performing all work for **HOT ASPHALTIC CONCRETE PAVEMENT OVERLAY, CONTRACT, #B15-03-002**, 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 May 01, 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 # **B15-03-002**. Contractor shall submit invoices to County for all work performed hereunder. No later than 14 days after each invoice has been verified and approved by the Engineer, County shall pay to Contractor 100% of the approved amount. Retention will not typically be withheld unless portions of the work are unsatisfactory or test report(s) are incomplete.
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