



Staff Report

Agenda Item: **Acceptance of Bid, Approval of Contract, and the Issuance of the "Notice To Proceed" for the Mountain Gate Guardrail Project** - Approval by the Town Council to accept the bid from Headwaters Construction in the amount of \$117,672.63 and approve the contract for the Mountain Gate Guardrail Project and direction to the Public Works Department to issue a Notice to Proceed to Headwaters Construction.

Staff Contact: Steven Burroughs, Public Works Director

Meeting Date: February 08, 2010

Background: This project will be installing the Guardrails that were not installed as part of the approved plans for the Mountain Gate subdivision.

Funding for the project will be from the funds secured through the Safe Guard bonding for the original Mountain Gate subdivision.

A Pre-Bid meeting was held December 06, 2010, with a final sealed Bid opening on December 20, 2010 at 10:00 am.

One bid was received from Headwater Construction in the amount of \$ 117,672.63, from Chino Valley.

This was expected due to the limited number of installers working in the Northern part of Arizona.

A background check was performed, required bid bonds have been provided as well as a positive past track record of projects preformed for the Town; Deborah Drive wash crossing project, Mountain Gate guardrail installation project in phase I, and the Park-n-Ride project.

Recommendation: Acceptance of the bid from Headwaters Construction in the amount of \$117,672.63 and approval of the contract for the Mountain Gate Guardrail Project and direction to the Public Works Department to issue a "Notice to Proceed" to Headwaters Construction.

Mt Gate Guardrail Project

Bid Proposal Town of Clarkdale Mt. Gate Guardrail Project

Sealed Bids are due on or before Monday, January 31, 2011.

Package to be marked "Town of Clarkdale Mt. Gate Guardrail Project".

Bidder Information:

Company Name: HEADWATERS CONSTRUCTION

Mailing Address: P.O. Box 4077

CHINO VALLEY ARIZ 86323

Telephone: 928-636-6976 Fax: 928-636-5481

Contact Person: MICHAEL SICK

Contractors License Number(s) and type: ROC 232671 B-04 GEN RES
ROC 232672 A-GEN ENG

Insurance Information: LAPRE SCALI & CO MARY CHANDER
928-775-3430

Workmen's Compensation Carrier: SCF ARIZONA

Policy Number: 517544

Carrier's Telephone Number: 928-541-5037

*The successful bidder will be required to submit additional insurance information after the contract is awarded.

Mt Gate Guardrail Project

Bid for Town of Clarkdale Mt Gate Guardrail Project

\$ 117,672⁶³ Installation of guardrail in the Mountain Gate Development

ONE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED SEVENTY-TWO AND SIXTY THREE CENT
(Written amount)

The undersigned also declares that the following unit prices were incorporated into the preparation of the lump sum cost and adjustments for additional or fewer quantities requested by the Owner will be performed at the following unit costs

Unit Line Item No.	Description Written Unit Price	Unit Price
1.	Supply and install steel guardrail at the unit cost of <u>TWENTY SEVEN</u> dollars and <u>Twenty one</u> cents Per Lineal Foot	\$ <u>27²¹</u>
2.	Supply and install guardrail end sections at the unit cost of <u>TWO HUNDRED</u> dollars and <u>no</u> cents Each	\$ <u>200⁰⁰</u>

C. Michael Dib

Signature of Person Submitting Bid

1-31-2011

Date

Mt Gate Guardrail Project

Agreement

This agreement, made this ___ day of _____, 20___, by and between the Town of Clarkdale, Arizona, Post Office Box 308, Clarkdale, AZ 86324, hereinafter called OWNER and Headwater Construction LLC. hereinafter called CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The CONTRACTOR will commence and complete the construction of the Town of Clarkdale's Mt Gate Guardrail Project, hereinafter called PROJECT.

The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

The CONTRACTOR will complete the PROJECT, as specified in the CONTRACT DOCUMENTS, by _____ unless the period for completion is otherwise extended by the OWNER.

The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the quantity amounts shown in the BID SCHEDULE.

The term "CONTRACT DOCUMENTS" means and includes the following:

AGREEMENT
REQUEST FOR PROPOSALS
INFORMATION FOR BIDDERS
BID PROPOSAL
BID SCHEDULE
ADDENDUM #1
PERFORMANCE BOND
PAYMENT BOND
CERTIFICATE OF INSURANCE
NOTICE OF AWARD
NOTICE TO PROCEED

The CONTRACTOR shall submit to the Public Works Director a pay estimate, filled out and signed by the CONTRACTOR covering the work performed during the period covered by the pay estimate and supported by such data as the Public Works Director may reasonably require. Within ten (10) days of receipt of the pay estimate, the Public Works Director shall indicate in writing his approval of payment and present the pay estimate to the OWNER, or return the pay estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the pay estimate.

Mt Gate Guardrail Project

The OWNER will, within fifteen (15) days of presentation of an approved partial payment estimate, pay the CONTRACTOR A PROGRESS PAYMENT ON THE BASIS OF THE APPROVED PARTIAL PAYMENT ESTIMATE. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS.

Non-Availability of Funds: Every payment obligation of the TOWN under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the TOWN at the end of the period for which the funds are available. No liability shall accrue to the TOWN in the event this provision is exercised, and the TOWN shall not be obligated or liable for any future payments as a result of termination under this paragraph.

Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

- a. The Agency warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214, Subsection A.
- b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the Agency may be subject to penalties up to and including termination of the Agreement.
- c. The TOWN retains the legal right to inspect the papers of any employee who works on the Project to ensure that the Agency or their subcontractors are complying with the warranty under paragraph (a).

Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

Legal Arizona Workers Act Compliance. CONTRACTOR hereby warrants that it will, at all times during the term of this Contract, comply with all federal immigration laws applicable to CONTRACTOR’S employment of its employees, and with the E-Verify requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

CONTRACTOR agrees and warrants that TOWN shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws. CONTRACTOR agrees that any act by the CONTRACTOR or subcontractor that result in the impediment or denial of access of the books and records of CONTRACTORS or subcontractor shall be a material breach of the Contract on the part of the CONTRACTOR.

Nothing herein shall make CONTRACTOR or subcontractor an agent or employee of the TOWN. Nothing herein shall act to establish privity of contract between the TOWN and any subcontractor.

Any breach of CONTRACTOR’S or any subcontractor’s warranty of compliance with the State and Federal

Mt Gate Guardrail Project

Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR 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, CONTRACTOR 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 (subject to TOWN approval) as soon as possible so as not to delay project completion and at no additional expense to the TOWN. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR.

CONTRACTOR shall advise each subcontractor of TOWN's rights and the subcontractor's obligations under this Article by including a provision in its contract with each subcontractor 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 E-Verify requirements of A.R.S. §23-214(A). SUBCONTRACTOR further agrees that the Town of Clarkdale 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.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate, each one of which shall be deemed an original on the date first above written.

OWNER:

Town of Clarkdale

Steve Burroughs, Public Works Director

CONTRACTOR:

Michael Sick,
Headwaters Construction LLC.

ATTEST: _____

Mt Gate Guardrail Project

Project Addendum No. 1

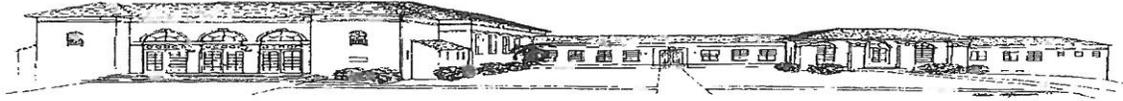
Town of Clarkdale
Mt. Gate Guardrail Project
January 31, 2011

The following revisions and modifications shall be incorporated into the Contract Documents for the Mt. Gate Guardrail Project.

1. On sheets P02, P18, P21, P40, P45, P46, P47, P47A, P54 and P55 only key note 135 shall apply.
2. Guardrail material shall be Corten (weathering).
3. All necessary surveying and staking shall be provided and maintained by contractor.
4. Disposal of all waste material shall be the responsibility of the contractor.
5. A detailed traffic plan shall be submitted to the Town prior to beginning construction.
6. Compliance with all Town, County, State and Federal Rules and Regulations pertaining to job safety shall be the responsibility of the contractor.
7. Inspection and approval of work will be performed by representatives of the Town of Clarkdale.

TOWN OF CLARKDALE

PUBLIC WORKS DEPARTMENT



NOTICE OF AWARD – Guardrail Installation Project (Mountain Gate)

Headwaters Construction
P.O. Box 4077
Chino Valley, AZ. 86323

Attn: Michael Sick

NOTICE OF AWARD

Dear Mr. Sick:

Contract No. 00110208

This letter constitutes your official Notice of Award. The effective date of the Notice of Award is February 08, 2011. No work shall be started before the official Notice to Proceed is issued from the Public Works Director.

The Notice to Proceed will be issued after the Town has received the required documents: Signed Agreement, Performance Bond and Payment Bond. And after those documents have been received and reviewed the Notice to Proceed will be issued and the beginning date identified on the Agreement Contract will commence.

If you have any questions, please call the Public Works Department at (928) 639-2550.

Sincerely,

Steven Burroughs,
Public Works Director, Town of Clarkdale

cc:

NOTICE OF AWARD
February, 2011