



FLOOD CONTROL DISTRICT

PURCHASING DIVISION REPORT

October 19, 2016

PUBLIC WORKS CONTRACT AWARD

1. FL16-001 – Queen Valley Flood Mitigation, Phase 2 Sharon Drive Improvements – Recommend award to the lowest responsible bidder, Falcone Brothers & Associates for the Total Bid Price of \$570,995.85.

PUBLIC WORKS CONTRACT CHANGE ORDER:

1. Contract FL15-013 – Kenworthy and Ocotillo Road – Recommend approval of contract time extension as stated in change order request no. 1 for Action Direct LLC dba Redpoint Contracting. The adjusted completion date is January 31, 2017.



**PINAL COUNTY FLOOD CONTROL DISTRICT
RECOMMENDATION FOR AWARD**

TO: Pinal County Flood Control District

FROM: Gloria M. Bean
Contracts Supervisor

DATE: October 19, 2016

RE: Contract No. FL16-001 - Pinal County Flood Control District – Queen Valley Flood Mitigation, Phase 2 Sharon Drive Improvements.

Bids were opened and read on Thursday September 20, 2016 at 2:05 P.M.
Submitted bids:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
Falcone Brothers & Associates	\$570,995.85
Redpoint Contracting	\$580,916.15
Blucor Contracting	\$625,000.00
5D Mining	\$631,686.35
TB Contractors	\$636,700.00
Haydon Building Corp.	\$887,951.70
Engineer's Estimate	\$701,561.80

I have referenced the Arizona Registrar of Contractors on Friday September 23, 2015 for the Arizona Commercial Contractor's License No. 143810. This number is issued to Falcone Brothers & Associates and it is current and active.

After review and based on the previous information it is determined that Falcone Brothers & Associates is the lowest responsive and responsible bidder. It is recommended that the bid be awarded to Falcone Brothers & Associates for the reasonable Total Bid Price of \$570,995.85.

Respectfully Submitted,

Gloria M. Bean
Contracts Supervisor

Contract (1 original)



P I N A L • C O U N T Y
wide open opportunity

Project Scope of Work:

Principal construction features for the Q.V. project include: Construction of a 5 cell 10 foot by 8 foot box culvert at Sharon Dr. and 1,525 ft of channel improvements to include excavation and re-contouring the Queen Creek wash as well as the placement of rip-rap erosion protection and minor landscaping.

CONTRACT AGREEMENT

This Contract is made and entered into this 19th day of October, 2016, by and between PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona, hereinafter referred to as "PCFCD" and Falcone Brothers & Associates a(n) Arizona corporation/partnership/sole proprietorship), hereinafter referred to as "Contractor."

WHEREAS, Pinal County Flood Control Board of Directors has the authority to enter into this Contract under A.R.S. § 11-251; and

WHEREAS, bids have been received by Pinal County Flood Control Board of Directors and the Contract has been awarded to the above-named Contractor, and said Contractor is willing and able to perform said construction in accordance with this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. Contract Documents. The following list of instruments, drawings and documents, which are attached hereto, are incorporated herein by reference, and taken together with this instruction, constitutes the Contract between the parties hereto. Any reference to "Contract" or "Contract Documents" means this instrument and the documents listed below:

- | | |
|--|--|
| a. Invitation for Bids | g. Certification of Intentions
Concerning Subcontracting |
| b. Instructions to Bidders | h. Contractor Immigration Certification |
| c. Bid, including Bid Schedule(s) | i. Noncollusion Affidavit |
| d. General Provisions | j. Affidavit of Suspension and/or
Debarment |
| e. Contractor Performance
Evaluation Form and Definitions | k. Project Location Map / Plans |
| f. Special Provisions and
Specifications | l. Project Typical Roadway Cross-Section
or Plans |
| f. Technical Provisions and
Specifications, including
Schedule | m. Contract Agreement Form |
| | n. All addenda issued prior to date for
receipt of bids set forth in the
Invitation for bids |

2. Scope of Work ("Work"). Contractor shall fully perform the Scope of Work as set forth in The Contract Documents.

3. Commencement and Completion Dates. All work shall be completed within 120 calendar days from issuance of Notice to Proceed (NTP). Pinal County Flood Control Board of Directors assumes no liability for work performed or costs incurred on the Project prior to the commencement date or subsequent to the contract completion date or the termination of this Contract. Extensions of time allowed for completing the Work on the Project may be granted under appropriate circumstances.

4. Compensation/Contract Price. PCFCD agrees to pay Contractor for work actually performed by contractor based on the unit prices set forth in the Bid Schedule and Contractor agrees to accept such amounts for work actually performed in an amount not to exceed Five hundred seventy thousand nine hundred ninety five dollars and eighty five cents (\$570,995.85)

5. Installment/Progress Payments. PCFCD may pay Contractor in installments based upon periodic invoices and progress reports and a final invoice and report upon completion of Work submitted by Contractor. The invoices and progress reports shall show percentage of Work completed under this Contract. It is understood and agreed, however, that payment to Contractor of installment payments shall not be construed as a waiver by PCFCD of any of its rights herein or of any claim PCFCD may have against Contractor under this Contract. Periodic invoices and progress reports submitted by Contractor require verification by the Project Engineer and approval or rejection by Project Engineer within 30 days of receipt of invoice. Installment payments shall be made no later than fifteen (15) days after PCFCD approval.

6. Retention. PCFCD shall retain ten percent (10%) of the compensation billed periodically by Contractor as shown on each periodic invoice and progress report. After the contract is fifty percent complete no more than (5%) of the amount of any subsequent progress payments made under the contract may be retained provided the contractor is making satisfactory progress on the project.

7. Final Payment. Final payment, including retentions, shall be made within thirty (30) days after receipt of final invoice from Contractor, conditioned upon the following:

7.1 Contractor's compliance with all the terms of the Contract;

7.2 Contractor having satisfactorily completed the Scope of Work described in the "Invitation For Bids" according to the standards, specifications and plans and within the time periods required under this Contract;

7.3 The Work, including materials, being approved by the Project Engineer and accepted by PCFCD, with such approval and acceptance by PCFCD not being unreasonably withheld;

7.4 Contractor furnishing PCFCD with notarized receipts and waivers of liens for all labor, materials and supplies from all subcontractors, material suppliers and any and all persons holding claims against the Work as set forth in the paragraph entitled "Liens" in the General Provisions of the Contract Documents.

8. No Third Party Benefit. Nothing in this Contract shall be construed to give any person other than PCFCBOD and Contractor any legal or equitable right, remedy or claim under this Contract. This contract shall be held to be for the sole and exclusive benefit of PCFCD and Contractor.

9. Headings. The headings for the paragraphs of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs nor in any way affect this Contract.

10. Governing Law. The validity, interpretation, performance and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

11. Venue. Notwithstanding A.R.S. § 12-408, venue for any suit or action arising under this Contract shall be commenced and remain in the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona, but only after exhausting all possible administrative remedies. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

12. Severability. The parts, terms and provisions of this Contract, consisting of the Contract Documents as defined under the definitions of General Provisions and Specifications, shall be deemed severable and should any part, term or provision of this Contract be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall not be deemed a part of this Contract, notwithstanding any other provision of this Contract to the contrary.

13. Successors and Assigns. The Contractor and all successors, executors, administrators and assigns of Contractor's interest in the Work or the compensation herein provided shall be bound to PCFCD to the full legal extent to which Contractor is bound with respect to each of the covenants of this Contract.

14. Authorization. Signor executing this Contract on behalf of Contractor represents and warrants that said signor is duly authorized to execute and deliver this Contract on behalf of Contractor and this Contract is binding upon said Contractor.

15. Entire Contract. This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, inducements and conditions, express or implied, oral or written, except as herein contained and no statement, promise or inducement made by either party or the agent of either party that is not contained in this written Contract shall be valid or binding. All the amendments and modifications to this Contract shall be in writing signed by both parties to this Contract.

16. Cancellation of Contract. This Contract is subject to cancellation by PCFCD without further penalty or further obligation as provided by A.R.S. § 38-511.

17. Contractor's Execution. Execution of the Contract by Contractor is a representation that the Contract Documents enable Contractor to: (a) determine the cost of the Work; (b) perform the Work outlined therein; and (c) to fulfill all its obligations hereunder.

18. Effective Date. This Contract shall become effective and binding upon (a) the submission by Contractor and acceptance by PCFCD of the necessary Contract Bonds; (b) the submission by Contractor and acceptance by PCFCD of the Certificates of Insurance; submission of the name of Contractor's representative to be contacted in order to report claims for property/vehicle damage and (c) upon the execution of this instrument by both parties hereto.



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaimer.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 143810 (Friday, September 23, 2016 1:07:07 PM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
Falcone Bros and Associates Inc 15885 N Equestrian Trl Tucson, AZ 85739-9205 Phone: (520) 825-1072	CURRENT	A COMMERCIAL CORPORATION	First Issued: 04/13/1999 Renewed Thru: 04/30/2017

License Class & Description **A GENERAL ENGINEERING**

Comments

●[SUSPENDED NON-RENEWAL 05/01/2013 - 07/01/2013]●[SUSPENDED NON-RENEWAL 05/01/2011 - 05/18/2011]●[SUSPENDED LACK OF BOND 04/18/2010 - 06/09/2010]●[SUSP 2/26/04 - 5/24/04 LACK OF BOND]●[SUSP 5/20/07 - 7/16/07 LACK OF BOND]●[SUSP 5/1/07-8/6/07 RENEWAL]●[SUSP 5/1/09-5/6/09 RENEWAL]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Gaetano Falcone	Qual. Date 04/13/1999	Name Salvatore Falcone
Position QP/OFFICER		Position OFFICER
Name Salvatore Giuseppe Falcone		
Position OFFICER		

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open:	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.					
Closed Cases							
Disciplined:	0	This is the number of complaints that resulted in discipline against this contractor.					
Resolved/Settled/Withdrawn:	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.					
Denied Access:	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.					
Bankruptcy:	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.					
Bond [1] Information							
Number	Effective	Amount	Paid	Available	Company	Notes	
CS3954388	04/10/2015	\$50,000.00	\$0.00	\$50,000.00	Great American Insurance Company		
Bond [2] Information							
Number	Effective	Amount	Paid	Available	Company	Notes	
70068803	06/09/2010	\$15,000.00	\$0.00	\$15,000.00	THE GUARANTEE COMPANY OF NORTH AMERICA USA		
Bond [3] Information							
Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
FS2943143	07/16/2007	04/17/2010	\$15,000.00	\$0.00	\$15,000.00	GREAT AMERICAN INSURANCE CO	
Bond [4] Information							
Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
AZ377372	05/24/2004	05/20/2007	\$15,000.00	\$0.00	\$15,000.00	MERCHANTS BONDING COMPANY	
Bond [5] Information							
Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
70 190	04/23/2001	02/26/2004	\$15,000.00	\$0.00	\$15,000.00	INTERNATIONAL BUSINESS & MERCA	

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Search Results

Current Search Terms: "Falcone Bros & Associates*"

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No records found for current search.

Glossary

- Search**
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- By Record Status
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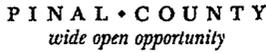
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PINAL COUNTY DEPARTMENT OF PUBLIC WORKS
CHANGE ORDER NO. 1

Contract Date: 5/4/16

Contract No. FL15-013

Project Name & Location: Kenworthy and Ocotillo Road

Project No. 60684227

Contractor: Action Direct LLC dba Redpoint Contracting

Original Contract Amount: \$159,554.00

Additional Scope of Work for the Project: No cost time extension.

Justification: This time extension request is needed to allow an additional ninety (90) days to complete the project. The contractor has had trouble getting Mediacom to perform the necessary relocations to allow for the project to be completed. Mediacom has said that the delay in getting the relocation done has been due to changes in staff as well as trying to coordinate work with other projects in the area.

Recommended by: Louis Andersen
Director Department of Public Works

Dated: 10/5/16

This Change Order and Supplemental Agreement made and entered into the date and year entered below between PINAL COUNTY, a political subdivision of the State of Arizona, and Action Direct LLC dba Redpoint Contracting, (an Arizona corporation).

1. The additional work under the above Change Order arising out of the above referenced contract, which has been performed or shall be performed, is agreed to and approved by the parties hereto.
2. All terms and provisions of the above referenced contract shall apply and payment made under said terms.
3. Contract completion time is extended 90 calendar days. Adjusted completion date is January 31, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order and Supplemental Agreement this

4th day of October, 2016

Action Direct LLC dba Redpoint Contracting,
a(n) Arizona corporation

By: [Signature]

Its: Project Manager
(Position title)

STATE OF Arizona)
) ss.
COUNTY OF Maricopa

PINAL COUNTY BOARD OF SUPERVISORS

By: _____
Chairman

Dated: 10/19/16

ATTEST:

Clerk of the Board

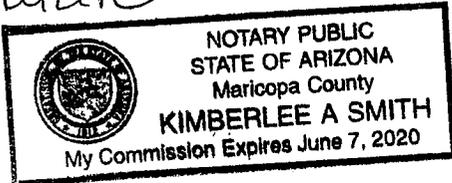
The foregoing instrument was acknowledged before me this 4th day of October, 2016 by Michael P. Flaherty as _____ of Action Direct LLC dba Redpoint Contracting,

a(n) Arizona corporation, and being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein stated.

Kimberlee A. Smith
Notary Public

My Commission Expires: 06-07-2020

Witnessing only Michael P. Flaherty's signature



Approved as to form and within the powers and authority granted Pinal County under the laws of the State of Arizona.

PINAL COUNTY ATTORNEY

Mark Langfitt 10/5/16
Date