



PURCHASING DIVISION REPORT

November 2, 2016

PUBLIC WORKS CONTRACT AWARD

1. EC16-002 – Mountain View Estates Access Road – from Sunland Gin Road to John Jacob Aster Avenue – Recommend award to the lowest responsible bidder, Sunland Inc. Asphalt & Sealcoating for the Base Bid of \$348,169.62 including Alt. 1 at \$56,650.79 for the Total Bid Price of \$404,820.41.



PINAL COUNTY
wide open opportunity

TO: Pinal County Board of Supervisors

FROM: Gloria M. Bean Contracts Supervisor
Pinal County Finance Department

DATE: November 2, 2016

RE: Contract No. EC16-002 – Mountain View Estates Access Road - from Sunland Gin Road to John Jacob Astor Avenue.

Bids were opened and read on Thursday September 1, 2016 at 2:05 P.M.
Submitted bids:

Bidder	Base Bid	Bid Alt. 1 Double Chip Seal	Bid Alt. 2 2 ½ " Hot Mix	Base + Alt. 1	Base + Alt. 2
Sunland Inc.	\$348,169.62	\$56,650.79	\$106,353.14	\$404,820.41	\$454,522.76
Banicki Const.	\$384,253.20	\$61,954.50	\$94,969.50	\$446,207.70	\$479,222.70
Falcone Bros.	\$539,003.75	\$82,448.50	\$128,540.50	\$621,452.25	\$667,544.25

Pinal reserves the right to award the base bid and alternates or any combination thereof at Pinal's sole discretion.

I have referenced the Arizona Registrar of Contractors on Wednesday September 7, 2016 for the Arizona Commercial Contractor's License No. 111922. This number is issued Sunland Inc. Asphalt & Sealcoating and it is current and active.

After review and based on the previous information it is determined that Sunland Inc. Asphalt & Sealcoating is the lowest responsive and responsible bidder. It is recommended that the bid be awarded to Sunland Inc. Asphalt & Sealcoating for the Base Bid of \$348,169.62 including Alt. 1 \$56,650.79 for the Total Bid Price of \$404,820.41.

Respectfully Submitted,

Gloria M. Bean
Contracts Supervisor

Contract (1 original + 1 copy)

FINANCE

Contract No. EC16-002

Project No. 60640562

CONTRACT AGREEMENT

This Contract is made and entered into this 2nd day of **November, 2016** by and between PINAL COUNTY, a political subdivision of the State of Arizona, hereinafter referred to as "Pinal" and **Sunland Inc.** a(n) corporation/partnership/sole proprietorship), hereinafter referred to as "Contractor."

WHEREAS, Pinal has the authority to enter into this Contract under A.R.S. § 11-251; and

WHEREAS, bids have been received by Pinal 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
 - b. Instructions to Bidders
 - c. Bid, including Bid Schedule(s)
 - d. General Provisions
 - e. Contractors Performance Evaluation Form and Definitions
 - f. Special Provisions and Specifications
 - g. Technical Provisions and Specifications, including Schedule
 - h. Certification of Intentions Concerning Subcontracting
 - i. Affidavit of Suspension and/or Debarment
 - j. Contractor Immigration Certifications
 - k. Noncollusion Affidavit
 - l. Contract Agreement
 - m. 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. The project shall be completed within **ninety calendar** days unless further extended or renewed by mutual consent by Pinal and the Contractor. Pinal 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. Pinal 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: **Four hundred four thousand eight hundred twenty dollars and forty one cents (\$ 404,820.41)**

5. Installment/Progress Payments. Pinal 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 Pinal of any of its rights herein or of any claim Pinal may have against Contractor under this Contract. Periodic invoices and progress reports submitted by Contractor require verification by Pinal and approval or rejection by Pinal within thirty (30) days of receipt of invoice. Installment payments shall be made no later than fifteen (15) days after Pinal's approval.

6. Retention. Pinal 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 five percent (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 and accepted by Pinal, with such approval and acceptance by Pinal not being unreasonably withheld;
 - 7.4 Contractor furnishing Pinal 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 Pinal 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 Pinal 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 Pinal 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 Pinal 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 Pinal of the necessary Contract Bonds; (b) the submission by Contractor and acceptance by Pinal of the Certificates of Insurance; submission of the name of Contractor's representative to be contacted in order to report claims for property/vehicle



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 111922 (Wednesday, September 7, 2016 10:27:17 AM)			
Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
Sunland Inc Asphalt & Sealcoating 3002 S Priest Dr Tempe, AZ 85282-3400 Phone: (602) 323-2800	CURRENT	A COMMERCIAL CORPORATION	First Issued: 03/11/1996 Renewed Thru: 02/28/2018

License Class & Description **A GENERAL ENGINEERING**

Comments

• [SUSP 3/1/10-3/8/10 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 Douglas Joseph De Clusin	Name Diana Joy De Clusin
Position QP/OFFICER	Qual. Date 03/11/1996
	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	
AZ421810	03/01/2013	\$75,000.00	\$0.00	\$75,000.00	Merchants Bonding Company (Mutual)		
Bond [2] Information							
Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
3975311	03/01/2000	04/19/2013	\$65,000.00	\$0.00	\$65,000.00	GREAT AMERICAN INSURANCE COMPA	
Bond [3] Information							
Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
AZ311095	03/11/1996	03/10/2000	\$65,000.00	\$0.00	\$65,000.00	MERCHANTS BONDING CO (MUTUAL)	

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