



**REQUEST FOR QUALIFICATIONS
FOR
CONSTRUCTION MANAGER AT RISK**

Adult Detention Facility

Bid #15/16-33

**Statement of Qualifications Due: Wednesday,
September 16, 2015 at 2:00 PM, Arizona Time**

**Graham County County
Board of Supervisors
921 W. Thatcher Blvd.
Safford, Az 85546
(928) 428-3250**

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This Request for Qualifications is separated in two parts: Part I – Request for Qualifications Information, and Part II – Attachments & Exhibits. The Attachments are part of the Request for Qualifications and the terms, conditions and criteria therein must be met by any Proposer. Attachments are to be completed and returned with the Statement of Qualifications submitted. Exhibits are provided for informational purposes only.

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER AT RISK For Graham County, Adult Detention Facility

Bid # 15/16-33

PART I: REQUEST FOR QUALIFICATIONS INFORMATION

DIVISION I: REQUEST FOR QUALIFICATIONS AND LEGAL ADVERTISEMENT

GRAHAM COUNTY REQUEST FOR QUALIFICATIONS (RFQ)

Graham County extends an invitation to interested and qualified firms or individuals to submit formal sealed qualifications to provide Construction Manager at Risk design phase services and construction phase services as described herein.

PROCUREMENT SCHEDULE:

Public Notice (1 st Publication)	June 4, 2015
Statements of Qualifications Due (2:00 PM, Arizona Time)	September 16, 2015
Short List Released (estimated)	September 24, 2015
Round Table Discussions (estimated)	October 7, 2015
Final List Released (estimated)	October 13, 2015

Formal statements of qualifications are to be delivered to Graham County, addressed as follows:

**Request for Qualifications Bid # 15/16-33
Terry Cooper, County Manager
General Services Building
921 W. Thatcher Blvd., Safford, Az 85546**

This Request for Proposal is open until **2:00 PM, Arizona Time, Wednesday, September 16, 2015** at which time no further Statements of Qualifications will be accepted. No other public disclosure will be made until after the award and execution of the contract.

End of Division I

DIVISION II: INSTRUCTIONS TO PROPOSERS

ONE-STEP COMPETITION

This is a one-step competition. The successful Proposer will be selected at the end of the RFQ process as described below.

GENERAL

All responses to the Request for Qualifications (RFQ) must follow the format and order described in the “Proposal Content” section of this document. Failure to follow the instructions regarding format and order may result in rejection of your Proposal.

If the Proposer is a corporation or other legal entity, the Proposal must be signed by the legal name of the corporation followed by the name of the state of incorporation or organization and the legal signature of an officer or other person authorized to bind the corporation or other legal entity to a contract.

DEFINITION OF “PROPOSER AND “PROPOSAL”

Wherever the word “**Proposer**” is used in this RFQ, it shall mean each or any of the individuals, firms, partnerships, joint ventures, corporations or other legal entities, submitting their qualifications under this RFQ.

Wherever the word “**Proposal**” is used in this Request for Qualifications, it shall mean the statement of qualifications submitted by a Proposer.

LICENSED IN ARIZONA

All contractors engaged in construction for Graham County shall be licensed by the Registrar of Contractors in the State of Arizona for the types of work (construction) included in the project. Each Proposer must hold a current license of the appropriate category issued by the Arizona Registrar of Contractors at the time the Proposer submits its Proposal and throughout the contracting period.

ARIZONA OFFICE

The successful Proposer will be required to have an office in the State of Arizona. If one does not already exist, the selected firm shall establish an office in Arizona within 30 days after the date of Owner’s letter of intent to award contract. An office within the state is evidenced by a mailing address, telephone number, payment of utilities, registration with the Corporation Commission, and possession of appropriate business licenses.

ACCEPTANCE OF CONTRACT DOCUMENTS

The standard forms of the contract documents are AIA A133.

If selected as the Construction Manager at Risk for this project, the proposer agrees to execute this form of contract documents. The Proposer understands that any exceptions taken to the form of contract documents that are not accepted and/or approved by Graham County may be a basis for rejection of the Proposer’s Proposal as non-responsive, furthermore, **any such exceptions must be noted in the Statement of Qualifications.** The Proposer also understands that Graham County may make changes in the standard form of contract documents and, therefore, the content of the contractual documents ultimately may be different. The successful Proposer shall be given the opportunity to review the changes.

This Request for Qualifications, any addenda to this RFQ issued by Graham County, and the Proposal of the successful Proposer may be included in the final contract documents.

TEAM APPROACH

Graham County intends to follow a team approach, consisting of the Graham County as the owner, the CMR, the design professional, the CMR's subcontractors and the design professional's consultants that will work well together in a cooperative and mutually supportive manner for the benefit of all the members of the team. The desire is a "team" or "win-win-win" arrangement. Team members shall focus on this over-all objective and not on protecting their own individual interests. The following will be the team goal:

Graham County has set the goal for the Project as completion of a quality Project meeting Graham County's needs, within Graham County's budget, within Graham County's time schedule at a reasonable and appropriate cost to Graham County and with a reasonable and appropriate fee for the design professional, the CMR, each subcontractor and each design professional consultant.

SOQ DUE DATE

2:00 PM, Arizona (local) Time, Wednesday, September 16 2015

At this time Graham County will close the SOQ acceptance period and all further proposals will be refused. No other public disclosure will be made until after award of the contract.

DELIVERY OF SOQs IN RESPONSE TO THIS RFQ

All Proposals must be signed, sealed and addressed to Graham County, Terry Cooper, Manager, 921 W. Thatcher Blvd., Safford, Az 85546, and marked "**BID # 15/16/33 - RFQ REQUEST FOR QUALIFICATIONS FOR Adult Detention Facility.**"

Proposals shall be submitted as follows:

One (1) original (Labeled) hardcopy of all proposal documents, Ten (10) additional hardcopies.

Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments.

- **1 page cover letter**
- **12 pages (maximum) for Proposal addressing qualifications as outlined herein**
- **10 pages (maximum) Resumes (i.e., 2 pages each of 5 key firm individual resumes)**
- **3 pages References (use form provided)**
- **Proposal Exceptions (if any)**
- **1 page Addendum Acknowledgement (only if needed) (use form provided)**
- **1 page Legal Worker Statement (use form provided)**
- **1 page Non-Collusion Affidavit (use form provided)**

All other forms provided are for reference only and do not need to be included in the responsive packet.

Failure to provide documents as required in the format provided, including additional pages for any of the above) will result in the return of the submission as non-responsive.

Proposals must be delivered so as to be actually received by Graham County on or before the day and hour set for receipt of Proposals

Proposals received after the time and date set for submittal will not be considered and will be returned to the sender. Each Proposer is solely responsible for the delivery of its Proposal to the above location in the manner and by the time and date specified. Graham County is not responsible if the submitter fails to make a delivery in the appropriate format and on time.

EXCEPTIONS TO THE SOLICITATION:

The Proposer shall identify and list all exceptions taken to all sections of this Request for Qualifications and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Proposers exception under the heading, "Exceptions to the PROPOSAL." Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL" shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written request any time before the scheduled opening date and time, but not after.

LATE PROPOSALS

The County will not accept any proposals delivered after the scheduled opening date and time.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, partnership, joint venture, corporation or other legal entity shall be permitted to submit more than one (1) Proposal for the same project. A person, firm, partnership, joint venture, corporation or other legal entity that has submitted a sub-consultant proposal to a Proposer shall be disqualified from submitting a Proposal for this Project as a Proposer. A person, firm, partnership, joint venture, corporation or other legal entity shall be allowed to submit a sub-consultant proposal to more than one (1) Proposer.

NO COUNTY OBLIGATION

This RFQ does not obligate Graham County to pay any costs incurred in the preparation and submission of Proposals or in negotiating a contract with any Proposer, nor does this RFQ obligate Graham County to enter into a contract with any selected party

INTERPRETATION OF RFQ DOCUMENTS BEFORE SUBMISSION

QUESTIONS: If you have formal questions about technical information regarding this Request for Qualifications or if you have informal questions about the procurement process, please contact:

Terry Cooper, County Manager
Tel: (928) 428-3250, Fax: (928) 428-5951
Email: tcooper@graham.az.gov

Note: The County may answer informal questions orally. The County makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this RFQ. Proposers shall not rely on any verbal responses from the County. If you have formal questions about any part of this Request for Qualifications, which could result in a material issue or a formal amendment to this RFQ, see **INTERPRETATIONS AND ADDENDA** below.

INTERPRETATIONS AND ADDENDA

Should a Proposer find any ambiguity, inconsistency or error in the RFQ or should the Proposer be in doubt as to its meaning, he or she shall at once notify Graham County, in writing, who will send a written addendum by E-mail to all Proposers who are on record with the County as having been sent a copy of the RFQ. Neither the County nor its representatives will be responsible for oral instructions or information. Interpretation or correction of the RFQ will be made only by written addendum, which will be delivered electronically or otherwise to each Proposer of record. The County is not responsible for any other explanations or interpretations of the RFQ.

If a Proposer on the *Final List* at the end of the competition should fail to receive any addendum or should fail to acknowledge receipt of same, the Proposer shall have the option of staying on the Final List under the terms of the RFQ including the addendum or of withdrawing from the Final List in which event the next most qualified Proposer will be added to the Final List. GRAHAM COUNTY is not responsible for assuring delivery of addenda to any Proposer. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest or reissue of the Request for Qualifications.

The Proposers shall acknowledge receipt of addenda in the space provided on the Proposal Certification Form (see Attachment 2).

All formal inquiries or requests for significant or material clarification or interpretation, or notification to the Owner of errors or omissions relating to this Request for Qualifications must be in writing by facsimile or e-mail (*preferred method*), to:

Terry Cooper, County Manager
Tel: (928) 428-3250, Fax: (928) 428-5951
Email: tcooper@graham.az.gov

RESTRICTION ON COMMUNICATIONS

Proposers and members of their teams shall not communicate concerning this RFQ with the Design Professional for this project, the County Manager, any County Consultant, Selection Committee members, or employees of Graham County, except as stipulated in INFORMAL INQUIRIES and in INTERPRETATIONS AND ADDENDA above. **Failure to abide by this requirement may result in rejection of the Proposer's Statement of Qualifications.**

REGISTRATION

Any proposer receiving this Request for Qualifications from a source other than the Graham County website is required to register receipt by visiting the website at:

PROPRIETARY INFORMATION

If a Proposer is submitting any information it considers proprietary, the Proposer must place it in a separate envelope and mark it "**Proprietary Information**". If Graham County concurs, this information will not be considered public information. Graham County is the final authority as to the extent to which material is considered proprietary or confidential. Graham County shall have no liability for disclosure or use of unmarked data. Unless identified, information submitted in a Proposal may be disclosed pursuant to applicable Arizona Public Records Law and other applicable Arizona Revised Statutes.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless, County, and its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. The Contractor's duty to defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions, or mistakes in the performance of this Contract including any person for whose negligent acts, errors, omissions, or mistakes the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

INSURANCE REQUIREMENTS

Prior to the execution of a Construction Contract (Phase II Contract), the Contractor, at the Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of **B++**.

In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise the Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Contractor from, or be deemed a waiver of Graham County's right to insist on strict fulfillment of the Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials, and employees as Additional Insured's.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against Graham County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of the Contractor's work or service.

COVERAGES

Commercial General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Personal & Advertising Injury
	\$4,000,000	General Aggregate
	\$4,000,000	Products/Completed Operations
Automotive Liability	\$2,000,000	Each Occurrence
Workers' Compensation	\$1,000,000	Each Accident
	\$1,000,000	Disease for Each Employee
	\$1,000,000	Disease Policy Limit
Builders' Risk	Replacement Cost	

COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance and, when necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Personal/Advertising Injury, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, and blanket contractual coverage, and shall not contain any provision that would serve to limit third party action over claims. There shall be no

endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

AUTOMOBILE LIABILITY

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

WORKERS' COMPENSATION

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

BUILDER'S RISK (PROPERTY) INSURANCE

Builder's Risk (Property) Insurance. CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.

Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy

CERTIFICATES OF INSURANCE

Prior to commencing with construction under this Contract, the Contractor shall furnish County with Certificates of Insurance in a form acceptable to County, or formal endorsements as required by the Contract in the form provided by the County, issued by the Contractor's insurer(s), as evidence that policies providing the required coverage's, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and contract title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to County.

LEGAL WORKER REQUIREMENTS FOR SERVICE AND CONSTRUCTION CONTRACTS

As required by Arizona Revised Statutes §41-4401, the County is prohibited after September 30, 2008 from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The Contractor warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Graham County. Graham County retains the right to inspect the records of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with this requirement. A copy of the certification document is attached as **Attachment 4**.

PROPOSAL PROTESTS

Graham County believes that it can best maintain its reputation for treating contractors and/or suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. Protests shall be directed to the County Manager.

INFLUENCE

Any effort to influence an employee or agent to breach the Graham County Ethical Code of Conduct or any unethical conduct, may be grounds for Disbarment or Suspension.

An attempt to influence includes, but is not limited to:

A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy, that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Graham County, the County Manager, or his designee, reserves the right to seek any remedy in equity or in the law, or any remedy provided by this contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

The undersigned (authorized official signing for the CMR) certifies to the best of his or her knowledge and belief, that the CMR, and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 2) Have not within 3-year period preceding this solicitation/contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in this paragraph of this certification; and
- 4) Have not within a 3-year period preceding this solicitation and/or agreement had one or more public transactions (Federal, State or local) terminated for cause of default.

Should the CMR not be able to provide this certification, a comprehensive explanation as to why should be attached to its bid.

The CMR agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this contract.

PROPOSAL CONTENTS

GENERAL

The Proposal shall display clearly and accurately the capability, knowledge, experience and capacity of the Proposer to meet the requirements of this RFQ.

PROPOSERS SHALL NOT SUBMIT OR COMMUNICATE IN ANY WAY TO GRAHAM COUNTY INFORMATION ON FEES, PRICE (HOURLY RATES), MAN-HOURS OR ANY OTHER COST INFORMATION. ARIZONA LAW PROHIBITS GRAHAM COUNTY FROM CONSIDERING ANY INFORMATION ON FEES, PRICE (HOURLY RATES), MAN-HOURS OR ANY OTHER COST INFORMATION DURING THE REQUEST FOR QUALIFICATIONS COMPETITION. Accordingly, any Proposal that contains any information of this type will be deemed non-responsive, will not be considered and will be returned to the Proposer. This exclusion of information applies to the Proposal, to any interview and to all other aspects of the RFQ competition.

SCOPE OF WORK

The proposed project includes the new construction of a 300 bed Adult Detention Facility north of Safford, Arizona. The focus of design for the new facility will be threefold: Operational efficiency, ACA compliance, and cost-effective future expandability.

The scope will include pre-construction and construction services. The selected firm will begin in an agency support role for the pre-construction services and will, at some point prior to construction assume the risk of delivering the project through a guaranteed maximum price contract.

The construction budget is approximately \$2,500,000.

Graham County reserves the right to revise the Scope of

Work. **CONTENT OF SUBMITTAL**

The Proposal shall be fully self-contained and include a response to each of the items listed in this section. The information should be in the order listed below and be tabbed/labeled as such in your proposal. The index tabs may contain photographs as long as there is no other identifying information contained thereon with respect to the photographs. If any photographs are included and identifiable as to their respective project, the index tabs will be counted as a page

Note: Graham County is seeking a firm and a project team with prior experience demonstrating that the firm and its proposed project team have the skills required for the Construction Manager at Risk project delivery method pre-construction phase services and construction phase services included in this RFQ.

1) Prior Experience

Provide a project synopsis for no less than three (3) similar projects for which your firm was a Construction Manager at Risk for design phase services and construction phase services. If you have not had Construction Manager at Risk project delivery method experience on similar projects, but if your firm has done similar projects and you believe that your firm has experience on those projects which is comparable to the Construction Manager at Risk project delivery method, provide a project synopsis for each such project and also include an explanation of why you believe the experience is comparable to the Construction Manager at Risk project delivery method.

Include the following for each project:

- Describe size, schedule, budget and complexity of each project.
 - Describe the services provided.
 - Describe design phase cost estimating experience. Indicate whether this includes and describe any milestone conceptual cost estimating and dynamic conceptual cost estimating.
 - Describe design phase constructability reviews and systems reviews and benefits achieved for owner from the reviews.
 - Describe design phase value engineering and benefits achieved for the owner from the value engineering.
 - Describe the process by which the guaranteed maximum price ("GMP") was established and the processes used to keep the Project construction cost within the GMP.
 - Provide owner's starting budget estimate, the GMP, and the final contract amount for each project. Include a description of change orders. Include a description of any savings achieved and how savings were allocated between owner and contractor.
 - Describe how acceptable construction quality was determined and achieved.
- a) Describe whether the project was completed within the original project construction schedule. Explain any variances.
- b) Describe how your firm avoided potential problems or solved actual problems as early and as rapidly as practicable.
- c) Describe your firms' claims resolution with subcontractors, vendors and materials men.
- d) Describe the quality and productivity of the interaction between your firm and the other major participants (owner, design professional, any construction manager, subcontractors and design professional's consultants)

- e) Client References – Include client contact information, including clients for project examples listed above and include: a) Name of client organization or firm, contact person and phone number. As to each project, use the format and provide the reference information in **Attachment 1**. Also include a description of the time savings achieved.

2) Project Team

Provide information about your firm's proposed project team. List the individuals to be assigned to the project and identify their positions on the project team. Include a resume describing applicable qualifications and experience. List examples of their experience on similar projects, identifying project size, schedule and complexity, as well as their specific role. Describe Construction Manager at Risk project delivery method experience or comparable experience. For experience which you consider comparable, cover the comparability evaluation elements list in item 1 above.

Include the following information:

- a) Provide graphical organization of proposed staff.
- b) Provide graphic depicting current and projected workloads of proposed staff members.
- c) Indicate time that each of the assigned staff person will have to dedicate to this project.
- d) Include examples of projects where staff assigned to this project have worked together as a team.
- e) List example projects the proposed individuals of your firm have completed as a team.

3) Project Management Plan

Provide information on how your firm would propose to apply your firm's and the proposed project team's experience and qualifications to this project.

In addition:

- a) Describe the processes your firm proposes to use during the design phase of this project on the following subjects:
 - Preparation of cost estimates that accurately forecast the guaranteed maximum price.
 - Constructability reviews, systems reviews and value-added engineering.
 - Your subcontractor selection and subcontractor management plan
 - Communicating with the County, the design professional, the design professional's sub-consultants, any early selected subcontractors, and stakeholders.
 - Preparation of a proposed guaranteed maximum price with required accompanying information and negotiating a mutually satisfactory final guaranteed maximum price.
- b) Describe the procedures your firm, as Construction Manager at Risk, proposes to use to select subcontractors under your firm's Subcontractor Selection Plan. This plan must clearly show the proposed subcontractor selection plan for selecting subcontractors is based on qualifications alone, or on a combination of qualifications and price, and not selecting subcontractors based on price alone.
- c) Describe the schedule management and control process your firm proposes to apply to this Project. Among other items, specifically address submittals, sub-contractor management, and critical path aspects of project and material availability.
- d) Describe the budget management and control process your firm proposes to apply to this Project.

4) Team Approach Capability

- a) Provide information on the experience of your firm and your team members in interacting with the owner's project personnel, the design professional's project personnel, the design professional's consultants, your subcontractors and any stakeholders.

5) General Contractor's Arizona License and Location of Arizona Office

The Proposer selected under this RFQ must hold an Arizona General Contractor's License and have an Arizona office location. You must hold an appropriate contractor's license issued by the Arizona Registrar of Contractors when you submit your Proposal. Include in your Proposal a copy of the appropriate license which includes the license type and number. Also, describe your existing Arizona office or state your commitment to establish an Arizona office (should you not already have one) if you are selected under this RFQ.

SELECTION CRITERIA

ALL OF THE CRITERIA ARE IMPORTANT TO GRAHAM COUNTY. THE CRITERIA ARE LISTED IN THE ORDER OF THEIR RELATIVE IMPORTANCE WITH THE MORE IMPORTANT CRITERIA BEING LISTED FIRST. THE POINT VALUES ASSIGNED TO EACH OF THE CRITERIA IS LISTED NEXT TO THE CRITERIA BELOW

NOTE: In doing the proposal evaluations the Owner high-priority areas, if any, listed in Content for Submittal above will be important factors.

- (i) Proposer's comparable prior experience. (30 Points)
- (ii) Proposer's project team (25 Points)
- (iii) Proposer's project management plan (including schedule management) (20 Points)
- (iv) Proposer's budget and scope management capability (20 Points)
- (v) Proposer's team approach capability (5 Points)

SELECTION PROCESS

A Selection Committee will evaluate the Proposals submitted in response to this RFQ. The evaluation will be to determine the qualifications of the Proposer to perform the Construction Manager at Risk design phase services and construction phase services under this RFQ based on the selection criteria listed above.

In making its determination, the Selection Committee will evaluate the Proposals, information from client references, interviews (for Proposers on the short-list only), and additional information received or obtained by the Selection Committee. The Committee may request or obtain additional information at any time during the selection process through interviews, presentations, correspondence, visitation of completed projects or otherwise.

SHORT LIST

After receipt of the Proposals, the Selection Committee will use the selection criteria listed above to perform an initial review of all Proposals and will select a shortlist of no less than three (3) Proposers and no more than five (5) Proposers, unless there are fewer than three (3) Proposers, to participate in the interview process for the development of the Final List.

SHORT LIST SCORING CRITERIA

Graham County believes that the Construction Manager-at-Risk (CMAR) project delivery method requires a collaborative team mentality in order for all parties to be successful. As such, all parties must honor their obligations to the team including the Owner making timely, informed and firm decisions, the Design Professionals providing well-coordinated and thorough documents and the CMAR assuming a degree of risk when establishing the Guaranteed Maximum Price

(GMP). The oral interview portion of the evaluation will focus on the CMAR's understanding and importance of team accountability, acceptance of risk, and collaborative problem-solving abilities. The Selection Committee will evaluate and score the shortlist of firms based on the following criteria:

ALL OF THE CRITERIA ARE IMPORTANT TO GRAHAM COUNTY. THE CRITERIA ARE LISTED IN THE ORDER OF THEIR RELATIVE IMPORTANCE WITH THE MORE IMPORTANT CRITERIA BEING LISTED FIRST. THE POINT VALUES ASSIGNED TO EACH OF THE CRITERIA IS LISTED NEXT TO THE CRITERIA BELOW

- (i) Proposer's understanding and importance of team accountability. (40 Points)
- (ii) Proposer's acceptance of risk. (40 Points)
- (iii) Collaborative problem-solving abilities (20 Points)

INTERVIEWS

During this process, the Selection Committee wants to learn more about the Proposers, more specifically, their ability to provide Construction Manager at Risk design phase services and construction phase services of exceptional quality to an institutional client. The Selection Committee will interview each Proposer on the shortlist so that they may present their credentials, comparable past work and any ideas they wish to share with the Selection Committee.

The roundtable discussion will last forty-five (45) minutes for questions and discussion from the Committee. This time limit will be strictly enforced. No more than six (6) representatives from the Proposer's team may be present. The prospective Project Manager, and Superintendent must be present.

FORMAT: The format of the presentation is at the discretion of the Proposer. In general, a series of questions will be asked of each team based on the above Short List Scoring Criteria. The question sets will be identical for each team except that the committee may ask questions that clarify or follow-up upon the responses of the team or the committee may ask questions about the specific statement of qualifications submitted by the team being interviewed as a clarification. A letter invitation is sent to each interviewed firm with the specific evaluation and scoring criteria.

The order in which the Proposers appear before the Selection Committee will be determined by the County Manager.

FINAL LIST RANKING

After interviews are completed, the Selection Committee will rank the persons or firms on the final list and their order on the final list through the combined results of both the interview process, the evaluation of the statements of qualifications, any performance data, and/or other information submitted in response to the County's request for qualifications. The SOQ scores shall make up 30% of the final score and the shortlist interview 70% of the final score.

NOTICE OF INTENT TO AWARD OR REJECTION OF PROPOSALS

The next step will be for Graham County to issue a notice of intent to award. Graham County reserves the right to cancel this Request for Qualifications, to reject any or all Proposals, and to waive or decline to waive any irregularities in any submitted Proposals, or to withhold the award for any reason it may determine to be in the best interest of Graham County.

NEGOTIATION OF CONTRACT

Graham County intends to deliver this project in an accelerate manner. It is the intent of the County to complete the pre-construction contract negotiations within two (2) weeks of Notice of Intent to Award.

Graham County will negotiate a contract for Construction Manager at Risk design phase (pre-construction) services with the highest ranked person or firm at a price which the County determines to be fair and reasonable. In making this decision, the County will take into account the scope, complexity and nature of the services to be rendered. If the County is unable to negotiate a

satisfactory contract with the person or firm considered to be the most qualified at compensation the County determines to be fair and reasonable, negotiations with that person or firm will be formally terminated. The Project Manager will then undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject all Proposals.

At the time and in the manner designated in the AIA A133 standard form of Construction Manager at Risk design phase contract documents, the CMR will submit a proposed Guaranteed Maximum Price and GRAHAM COUNTY and the CMR will negotiate a Guaranteed Maximum Price. When GRAHAM COUNTY and the CMR agree upon the final Guaranteed Maximum Price, GRAHAM COUNTY and the CMR will execute the County's standard form of Construction Manager at Risk contract documents for construction. If negotiations for a Guaranteed Maximum Price are not successful, GRAHAM COUNTY may terminate the design phase services contract and proceed with the Project with a different contractor selected by the County.

REGULATIONS

Should negotiations result in a contract, the agreement will be subject to all the provisions of the Graham County Procurement Policies and will include all the terms, clauses, and conditions required by the County Procurement Code.

DELIVERY OF INSURANCE POLICIES OR CERTIFICATES AND EXECUTION OF CONTRACT DOCUMENTS

Within five (5) days of receipt of notice of intent to award of a Phase II Construction contract, the successful Proposer shall deliver to GRAHAM COUNTY the required insurance policies or certificates in a form satisfactory to GRAHAM COUNTY. **Policies or Certificates must reference the GRAHAM COUNTY Project Number and the GRAHAM COUNTY Project Name with the original submission and with each and every updated submission thereafter.** Failure to do so may result in rejection of the successful Proposer's Proposal and withdrawal of the Notice of Intent to Award. Promptly after GRAHAM COUNTY receives satisfactory insurance policies or certificates GRAHAM COUNTY will deliver to the successful Proposer four (4) duplicated originals of the form of contract documents to be executed by the successful Proposer. The successful Proposer shall execute and return to GRAHAM COUNTY all copies of the contract documents within ten (10) days after receipt of the contract documents. Failure to return the executed copies of the contract documents may result in rejection of the successful Proposer's Proposal and withdrawal of the Notice of Intent to Award.

PART II: ATTACHMENTS

ATTACHMENT 1	REFERENCE FORMAT
ATTACHMENT 2	ADDENDUM ACKNOWLEDGMENT
ATTACHMENT 3	LEGAL WORKER CERTIFICATION
ATTACHMENT 4	CURRENT FORM OF PAYMENT AND PERFORMANCE BONDS
ATTACHMENT 5	NON-COLLUSION AFFIDAVIT
ATTACHMENT 6	CURRENT STANDARD FORM OF CMR CONTRACT DOCUMENTS
EXHIBIT 1	CERTIFICATE OF LIABILITY INSURANCE

Attachment 1 - REFERENCE FORMAT

Graham County requires a minimum of THREE (3) references and a maximum of five (5) (most recently) completed projects, which are similar in magnitude, complexity, and dollar value. This form may be replicated as needed to be responsive to the Request for Qualifications.

1. Company Name:
Address:
Phone Number:
Facsimile Number:
Person to Contact:
(Email Address):
Owner's Bid # or Project #:
Date of Completion:
Brief Project Description (Including Partnering Team and Owner's project name):

2. Company Name:
Address:
Phone Number:
Facsimile Number:
Person to Contact:
(Email Address):
Owner's Bid # or Project #:
Date of Completion:
Brief Project Description (Including Partnering Team and Owner's project name):

3. Company Name:
Address:
Phone Number:
Facsimile Number:
Person to Contact:
(Email Address):
Owner's Bid # or Project #:
Date of Completion:
Brief Project Description (Including Partnering Team and Owner's project name):

4. Company Name:
Address:
Phone Number:
Facsimile Number:
Person to Contact:
(Email Address):
Owner's Bid # or Project #:
Date of Completion:
Brief Project Description (Including Partnering Team and Owner's project name):

5. Company Name:
Address:
Phone Number:
Facsimile Number:
Person to Contact:
(Email Address):
Owner's Bid # or Project #:
Date of Completion:
Brief Project Description (Including Partnering Team and Owner's project name):

Attachment 2 - ADDENDUM ACKNOWLEDGMENT

RECEIPT BY THE UNDERSIGNED OF THE FOLLOWING ADDENDA IS HEREBY ACKNOWLEDGED:

ADDENDUM NUMBER: 1 DATED: _____

ADDENDUM NUMBER: 2 DATED: _____

ADDENDUM NUMBER: 3 DATED: _____

ADDENDUM NUMBER: 4 DATED: _____

ADDENDUM NUMBER: 5 DATED: _____

ADDENDUM NUMBER: 6 DATED: _____

(Firm)

(Address Line 1)

(Print Name)

(Address Line 2)

(Print Title)

(Phone)

(Signature Required)

(Fax)

(Email Address)

(Federal Taxpayer ID Number)

Attachment 3 - LEGAL WORKER CERTIFICATION

(Date)

Graham County
921 W. Thatcher Blvd.
Safford, Az 85546

As required by Arizona Revised Statutes §41-4401, Graham County (the "County") is prohibited, after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the County. The County retains the right to inspect the records of the below entity, subcontractor and sub-subcontractor employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

(Firm)

(Address Line 1)

(Print Name)

(Address Line 2)

(Print Title)

(Phone)

(Signature Required)

(Fax)

(Email Address)

(Federal Taxpayer ID Number)

Attachment 4 - CURRENT FORM OF PAYMENT AND PERFORMANCE BONDS

Documents follow.

STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and the _____, a corporation duly organized under the laws of the State of _____, with its principal office in the City of _____ hereinafter called the Surety), as Surety are held and firmly bound unto Graham County (hereinafter called the Obligee), in the amount of _____ (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the day of _____, 20____, to construct Adult Detention Facility Bid #15/16-33, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall be entitled as part of the judgment reasonable attorney's fees as may be fixed by the judge of the court.

Witness our hands this _____ day of _____, 20____.

AGENCY OF RECORD, STATE OF ARIZONA

PRINCIPAL

BY: _____

AGENCY ADDRESS

TITLE: _____

SURETY

BY: _____

TITLE: _____

BOND NUMBER _____

ATTACH SURETY POWER OF ATTORNEY

STATUTORY PAYMENT BOND

PURSUANT TO TITLE 34 CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and the _____, a corporation duly organized under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety are held and firmly bound unto Graham County (hereinafter called the Obligee), in the amount of _____ (\$ _____) for the payment whereof, the said Principal and Surety, bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ____ day of _____, 20____, to construct Adult Detention Facility Bid #15/16-33, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall be entitled as part of the judgment reasonable attorney's fees as may be fixed by the judge of the court.

Witness our hands this _____ day of _____, 20____.

AGENCY OF RECORD, STATE OF ARIZONA PRINCIPAL

BY: _____

TITLE: _____

AGENCY ADDRESS

SURETY

BY: _____

TITLE: _____

BOND NUMBER _____ ATTACH SURETY OF POWER OF ATTORNEY

Attachment 6 – CMR CONTRACT DOCUMENTS

**CURRENT VERSION OF THE GRAHAM COUNTY STANDARD FORM OF
CONSTRUCTION MANAGER AT RISK CONTRACT DOCUMENTS**

Contract forms for this project are:

**Single Project - Phase I Construction Manager at Risk – Pre-Construction Services
Single Project - Phase II Construction Manager at Risk – Construction Services**



Graham County
 BID #15/16 Adult Detention Facility
CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF INSURANCE AGENCY:	*INSURERS AFFORDING COVERAGES: NAIC#	
	Company Letter	A
	Company Letter	B
NAME AND ADDRESS OF INSURED:	Company Letter	C
	Company Letter	D
	Company Letter	E
	Company Letter	F

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY: <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BODILY INJURY <input checked="" type="checkbox"/> BLANKET CONTRACTURAL <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	X	X				EACH OCCURRENCE	\$2,000,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS/ COMP/OP AGG	\$4,000,000
	AUTOMOBILE LIABILITY: <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> ALL NON-OWNED AUTOS	X	X				COMBINED SINGLE LIMIT (EA Accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per accident)	\$2,000,000
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> Deductible <input type="checkbox"/> Retention						EACH OCCURRENCE AGGREGATE	
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Any Proprietor/Partner/Executive Office/Member Excluded <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes describe under Special Provisions	N/A					<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EA ACCIDENT E.L. DISEASE: EACH EMPLOYEE E.L. DISEASE: POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
	<input checked="" type="checkbox"/> BUILDERS' RISK ALL-RISKFORM	X	X				REPLACEMENT COSTS	

SPECIAL PROVISIONS: The policies required hereunder, except Workers' Compensation, contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractors work or service. Except Workers' Compensation, the County, its agents, representatives, officers, directors, officials, and employees are named as Additional Insureds. To the extent provided in this Contract, insured shall defend, indemnify, and hold harmless the County from liability arising out of any services provided or duty performed by insured as required by statute, law, purchase order or otherwise required, with the exception of liability for loss or damage resulting from the sole negligence of the County, its agents, employees, or indemnities. It is agreed that any insurance available to the named insured shall be primary of all other sources that may be available and insurance maintained by County shall not contribute to it. Renewal certificate must be sent to County fifteen (15) days prior to expiration date. Builders' Risk insurance shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. **THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.**

CERTIFICATE HOLDER GRAHAM COUNTY 921 W. Thatcher Blvd. Safford, Az 85546	CANCELLATION It is further agreed that no policy shall expire, be cancelled, or materially changed to affect the coverage available to the County without thirty (30) days written notice to the County. _____ AUTHORIZED REPRESENTATIVE SIGNATURE DATE ISSUED
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