

ANNUAL ROAD MAINTENANCE CONTRACT FOR VICTORY HEIGHTS ROAD MAINTENANCE DISTRICT

CONTRACT NUMBER: B26-06-017

BIDDERS' INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS

NAVAJO COUNTY PUBLIC WORKS

100 W Public Works Drive
P.O. Box 668 (*USPS Mailing*)
Holbrook, AZ 86025

BOARD OF SUPERVISORS

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**VICTORY HEIGHTS ROAD MAINTENANCE DISTRICT
OF NAVAJO COUNTY**

**NOTICE OF INVITATION FOR BIDS
ANNUAL ROAD MAINTENANCE CONTRACT FOR VICTORY HEIGHTS ROAD
MAINTENANCE DISTRICT
B26-06-017**

The Board of Directors of the Victory Heights Road Maintenance District invites bids from qualified contractors to perform road maintenance, snow removal and maintenance-related improvements on 2.95 miles of unpaved public roads.

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 524-4100 OR MAY DOWNLOAD THE PACKAGE AT: <https://www.navajocountyaz.gov/571/Procurement---Solicitations>

Competitive sealed bids for the specified material or service shall be received by the Navajo County, Clerk of the Board of Supervisor's Office, 100 East Code Talkers Drive, P.O. Box 668, Holbrook, Arizona 86025, until the time and date shown below. Bids received by the correct time and date shall be publicly recorded.

Victory Heights Road Maintenance District takes no responsibility for informing recipients of changes to the original solicitation document. Failure to acknowledge receipt of addendums with the solicitation response may be grounds for deeming submittal non-responsive.

Bids must be in the actual possession of the Navajo County, Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated below. Late proposals shall not be considered. The official prevailing clock is located in the Navajo County, Clerk of the Board of Supervisor's Office.

Bids must be submitted in a sealed envelope. The IFB number and the bidder's name and address should be clearly indicated on the outside of the envelope. Failure to clearly indicate IFB number, name and address on the outside of the bid package or envelope may be cause for the proposal to be deemed invalid. All proposals must be completed in ink or typewritten. Questions must be addressed to the contact listed below.

IFB/CONTRACT NUMBER:	B26-06-017
IFB DUE DATE:	August 5, 2026, at 3:00 P.M. Local AZ Time
PUBLIC BID OPENING DATE:	August 5, 2026, at 3:15 P.M. Local AZ Time
SUBMITTAL LOCATION:	Navajo County Clerk of the Board of Supervisor's Office 100 E. Code Talkers Drive P.O. Box 668 <i>(If mailing USPS must mail to PO Box)</i> Holbrook, Arizona 86025
DIRECT WRITTEN QUESTIONS TO:	Alexandria Porras, Purchasing & Account Specialist (928) 524-4100 Procurement@NavajoCountyAZ.gov

Holbrook Tribune
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VICTORY HEIGHTS ROAD MAINTENANCE DISTRICT ANNUAL ROAD MAINTENANCE CONTRACT B26-06-017

DESCRIPTION OF THE WORK

This is an invitation for bids to provide road maintenance to the Victory Heights Road Maintenance District, a County Improvement District administered by the Navajo County Board of Supervisors as the Board of Directors as well as a local Advisory Committee appointed by the Board. This will be an annual contract to maintain 2.95 miles of dirt roads and perform snow removal on an as-needed basis. The contractor will be working closely with the members of the local Advisory Committee or their representatives in scheduling maintenance and snow removal activities.

A map of the District boundaries is attached. The roads to be maintained are highlighted in blue. Bidders are urged to visit the site and familiarize themselves with the road conditions. Please contact John Walls, Victory Heights Road Maintenance District at (480) 818-7796 if you wish to schedule a site visit. The District is authorized only to perform maintenance and minor maintenance-related improvements.

The District funds its operations solely through property taxes and currently has a \$20,000 annual budget for maintenance. Due to budgetary limitations, all of the work shown on the Bid Schedule will not be completed within the first 12 months. It will be completed as funds become available. Upon written agreement of the parties, the contract may be renewed without re-bidding for up to four additional one-year periods at a negotiated price increase of no more than 5% from year to year.

TECHNICAL SPECIFICATIONS

ROAD GRADING: Grader used to grade the roads shall be in good working condition. Grader should have a minimum weight of 40,500 lbs., and have a mold board width @ 14 ft. A pneumatic rubber tire roller may be required for compaction as directed by the Advisory Committee. Water truck should have a minimum capacity of 4,000 gallons and have a power sprayer.

Grading shall be done approximately once every three months or as directed by the Advisory Committee. The grading shall be done in a manner so that the water will flow from the center of the roadway to the bar ditch. The bar ditches shall be bladed in a manner so that water will flow smoothly to the nearest cross culvert. Materials will be added to the roads as needed and as funds become available, and as directed by the Advisory Committee. Road materials will be purchased by the District; however, the Contractor may be required to pick up the material. The Contractor will be required to spread and compact the road material. During dry conditions, the Advisory Committee may request water to be applied during the grading and/or application of materials to the roads.

CULVERTS: Culverts of approved size shall be installed in conformance with the plans and at such times as agreed with the Advisory Committee. Installation of culverts shall be installed with proper aggregates to provide adequate compaction around the culverts. Culverts will be purchased by the District; however, the Contractor may be required to pick up the culverts. The Contractor will be required to install the culvert(s).

SNOW PLOWING: The goal of this work will be to enable a reasonable and prudent driver operating a sufficiently equipped vehicle to safely travel the roads. Work may be continuous or intermittent depending on the nature of the storm, and the availability and condition of equipment and personnel.

The equipment provided for snow removal shall be of adequate size and manufacture to safely plow snow depths of one foot or more. Snow removal shall occur when conditions warrant and within 24 hours of notification, or as directed by the Advisory Committee, to maintain access to all properties in Victory Heights. The operator should take all necessary efforts to maintain the crown of the road.

All work is subject to inspection and approval by the Navajo County Engineer as the Superintendent of Streets and District Engineer of the District.

CONTRACT AND INSURANCE

The contractor shall execute the Contract in the form attached hereto and shall return the executed Contract, together with proof of insurance satisfactory to the District's Risk Manager, within ten days after notice from the District that the Contract has been awarded.

STANDARD TERMS AND CONDITIONS

LATE BIDS: Bids must be in the actual possession of the Navajo County Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated on the Notice of Invitation for Bids. Late proposals shall not be considered. The official prevailing clock is located in the Navajo County, Clerk of the Board of Supervisor's Office.

AWARD: Award shall be made to the lowest responsive, responsible bidder meeting specifications.

PUBLIC RECORD: All bids submitted in response to this invitation shall become the property of the Victory Heights Road Maintenance District and shall become a matter of public record available for review subsequent to the Contract award.

CONFIDENTIAL INFORMATION: Victory Heights Road Maintenance District is obligated to abide by all public information laws. If a Bidder believes that any portion of a bid, specification, proposal, protest or correspondence contains information that should be withheld, a statement advising the Procurement Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The Procurement Officer shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the bidder submits a formal written objection

WITHDRAWAL OF BID: A bidder may withdraw its proposal unopened after it has been submitted to the Department, provided its request in writing or by electronic means is received by the Department prior to the time specified for submission of bids.

BID RESULTS: The bids shall not be open for public inspection until after a contract is awarded.

PROTEST: A protest shall be in writing and shall be filed with the Procurement Manager. A protest of an Invitation for Bid shall be received at the Department of Procurement not less than five (5) working days before the Invitation for Bid due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

The name, address, and telephone number of the protestant;

The signature of the protestant or its representative;

Identification of the Invitation for Bid or Contract number;

A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

The form of relief requested.

MAP OF DISTRICT

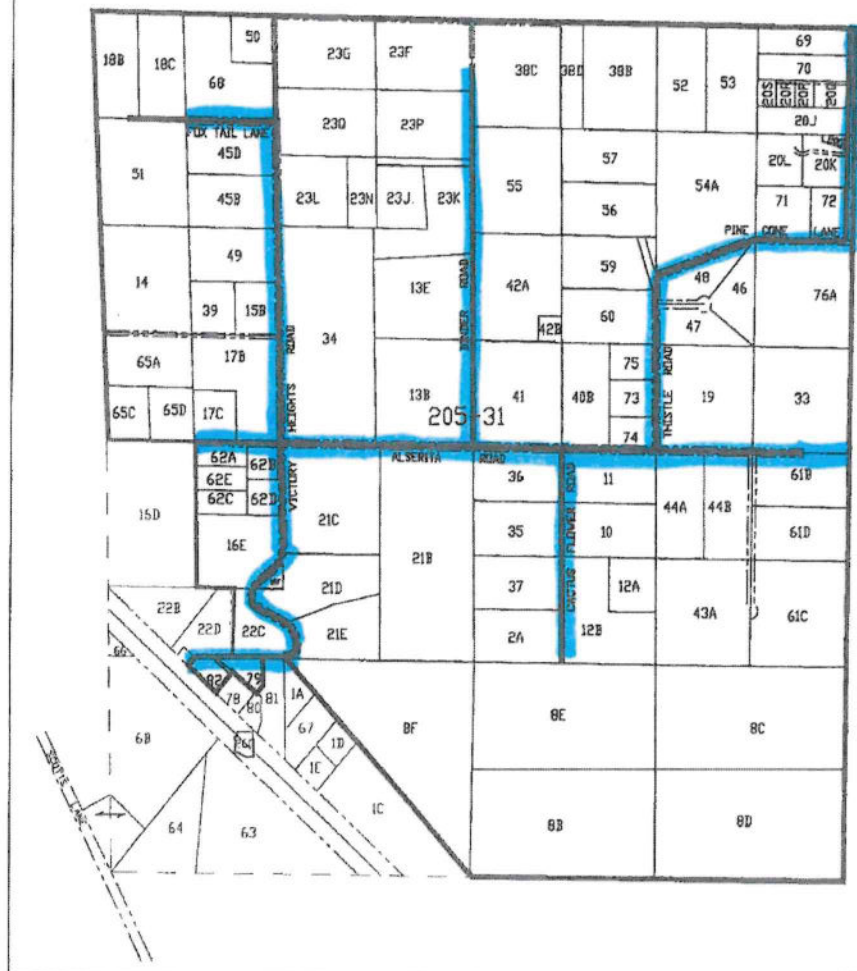
Roads to be Maintained are highlighted in Blue below:

VICTORY HEIGHTS MAINTENANCE ONLY DISTRICT

PARCELS:

APN 205-31-002A, 8B, 8C, 8D, 8E, 8F, 10, 11, 14, 16F, 19,
205-31-033 thru 37, 205-21-039, 40B, 41, 42A, 42B,
205-31-046 thru 060, 205-31-068 thru 75, 79, 82,
205-31-012A, 12B, 13B, 13E, 15B, 16E, 17B, 17C, 18B,
205-31-018C, 20G, thru 20S, 205-31-021B thru 21E,
205-31-022C, 205-31-023F thru 23Q, 38B, 38C,
205-31-38D, 43A, 44A, 44B, 45B, 45D, 61B, 61C, 61D,
205-31-062A thru 62E, 65A, 65C, 65D, 76A.
Total Parcels - 96

T. 11 N. - R. 20 E.
Section 19



FORM OF CONTRACT

CONTRACT FOR ROAD MAINTENANCE

THIS CONTRACT FOR ROAD MAINTENANCE ("Contract") is made and entered into as of _____, 20____ (the "Effective Date"), by and between Victory Heights Road Maintenance District (the "District") and _____ (the "Contractor").

This Contract sets forth the parties' understanding in regard to road maintenance, snow removal and related activities to be performed on approximately 2.95 of unpaved public roads within the District pursuant to Invitation for Bid B26-06-017. The Invitation for Bids and the related Description of the Work, Technical Specifications and Map of the District, as well as the Contractor's Proposal, Bid Schedule and Statement of Equipment, are hereby incorporated by reference and shall constitute a part of this Contract as though fully set forth herein. The Map of the District identifies the roads to be maintained pursuant to this Contract.

1. THE WORK

The Contractor shall perform road maintenance in accordance with the Description of the Work and the Technical Specifications at the unit prices set forth in the Bid Schedule. The Contractor shall develop a maintenance schedule in consultation with the District's Advisory Committee and Superintendent of Streets and shall also perform maintenance on an as-needed basis as the Advisory Committee or its representative may request.

The Contractor shall perform snow removal in accordance with the Description of the Work and the Technical Specifications at the unit prices set forth in the Bid Schedule. Snow removal shall be performed as the Advisory Committee or its representative may request. The Contractor shall respond promptly to such requests so as to minimize the inconvenience to the residents of the District.

For other work identified in the Bid Schedule – i.e., cinderling, culvert installation, replacement and repair, and regarding and fill – the Contractor shall respond within five days to the Advisory Committee's requests for such work and shall complete each project in a timely manner.

The Contractor warrants that all work shall be performed in a professional and workmanlike manner and shall be subject to the approval of the Advisory Committee as well as the District's Superintendent of Streets and District Engineer. Any deficiencies or defects in the work identified by the Superintendent of Streets or District Engineer shall be promptly corrected at no additional charge to the District.

2. PAYMENT

The Contractor shall bill the District by the tenth day of each month for all work performed during the preceding month. The Contractor's invoices shall be in sufficient detail to allow the Advisory Committee and the Board of Directors to identify all labor performed and materials provided. The District shall make payment within 30 days after receipt of each invoice. If any amount is disputed by the District, the undisputed balance shall be paid during the 30-day period.

3. TERM / TERMINATION

The initial term of this Contract shall be one year from the Effective Date. Thereafter, this Contract may be renewed for up to four additional one-year terms with the written consent of both parties. The parties shall meet no later than 30 days before the expiration of each one-year term to attempt to negotiate a renewal. In no event shall the prices set forth on the Bid Schedule be increased by more than 5% from one year to the next, and any request for an increase shall be supported by evidence of the Contractor's increased costs for labor, equipment, materials or supplies.

Either party may terminate this Contract upon 120 days written notice to the other. In addition, the District may terminate this Contract upon written notice if any deficiency or defect in the Contractor's work or performance hereunder remains uncured 30 days after the District has given the Contractor written notice of such deficiency or defect.

4. INDEMNIFICATION

To the fullest extent allowed by law, the Contractor shall indemnify, defend and hold harmless the Victory Heights Road Maintenance District and Navajo County and their respective officials, officers and employees from and against any and all claims, actions, lawsuits, liabilities, judgments, expenses and costs arising from or in any way relating to the Contractor's performance under this Contract. The provisions of this paragraph shall survive the termination or expiration of this Contract.

5. INSURANCE

The Contractor, at its sole cost and expense, for the full term of this Contract, shall obtain and maintain in force all of the following insurance coverages and requirements. All coverage shall be primary coverage in regard to the District, and any insurance maintained by the District shall be excess of the Contractor's coverage and shall not contribute to it.

If the Contractor utilizes one or more subcontractors in the performance of this Contract, the Contractor shall obtain and maintain in force Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of the Contractor.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the Contractor has no employees and certifies to this fact.

(2) Automobile Liability Insurance for each of the Contractor's vehicles used in the performance of this Contract, including owned, leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, the Contractor agrees to maintain the required coverage for a period of three years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. The Contractor may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"Navajo County and Victory Heights Road Maintenance District and their respective, officials, officers, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insured performed under Contract with Victory Heights Road Maintenance District."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after 30 days written notice has been given to: Navajo County Department of Public Works, P.O. Box 668, Holbrook, AZ 86025."

(4) The Contractor agrees to provide its insurance brokers with a full copy of these insurance provisions and to provide the Victory Heights Road Maintenance District on or before the Effective Date with certificates of insurance for all required coverages. All certificates of insurance shall be delivered or sent to: Navajo County Department of Public Works, P.O. Box 668, Holbrook, AZ 86025.

6. CERTIFICATIONS

Pursuant to A.R.S. § 41-4401, Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations relating to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or any subcontractor's breach of this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by the Victory Heights Road Maintenance District. The Victory Heights Road Maintenance District or Navajo County may randomly inspect the books and records of Contractor and its subcontractors to verify compliance with this warranty. Contractor and its subcontractors warrant to keep their books and records open for random inspection by the Victory Heights Road Maintenance District or Navajo County during normal business hours.

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. The term "scrutinized business operation" shall have the meaning set forth in A.R.S. §§ 35-391 or 35-393, as applicable. Any falsification in regard to this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by the Victory Heights Road Maintenance District.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contract as of the Effective Date.

VICTORY HEIGHTS ROAD MAINTENANCE DISTRICT

By _____
Daryl Seymore
Chairman, Board of Directors

and

By _____
William Flake, P.E., CFM
Public Works Director/County Engineer

CONTRACTOR

Company Name

By _____
Signature

Print Name

Title

BID SUBMITTAL CHECKLIST – ATTACHMENT A

NOTICE IS HEREBY GIVEN that the following documents should be completed and/or executed and submitted with the Bid Submittal. If bidder fails to complete and/or execute any portion of the following documents, this bid may be determined to be "non-responsive" and rejected.

COMPLETED

REQUIRED DOCUMENTS

_____	Bid Submittal Checklist (Attachment A)
_____	Proposal (Attachment B)
_____	Bid Schedule (Attachment C)
_____	Statement of Equipment (Attachment D)

CONTACT FOR CONTRACT EXECUTION

In order to obtain a digital signature, bidders shall include a name and email address of at least one responsible person who shall be authorized to commit the firm to the terms and conditions specified in the bid and the contract documents. The notice of award or other notices related to the bid will also be sent to this recipient.

Name

Email Address

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

Initials/Date

#1

#2

#3

#4

#5

Business Name

Date

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

The bid shall be sealed in an envelope addressed to the **Navajo County Clerk of the Board of Supervisors, 100 East Code Talkers Drive, P.O. Box 668 (if mailing USPS) Holbrook, AZ 86025** and shall bear the following statement on the outside of the envelope: **"Proposal for the Victory Heights Road Maintenance District, Contract B26-06-017."**

The bid must be received by the Navajo County, Clerk of the Board of Supervisors on or before the time and place indicated on the "Notice of Invitation for Bids".

PROPOSAL – ATTACHMENT B

TO THE BOARD OF DIRECTORS OF THE VICTORY HEIGHTS ROAD MAINTENANCE DISTRICT:

The following Proposal is made for the VICTORY HEIGHTS ROAD MAINTENANCE DISTRICT, CONTRACT B26-06-017.

The following Proposal is made on behalf of

and no others. The Proposal is made without collusion on the part of any person, firm or corporation, and no member or employee of Navajo County or the Victory Heights Road Maintenance District is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Description of the Work, Technical Specifications, Map of the District, form of Contract and other documents relating to this Proposal have been carefully examined, and also that the site of the work has been personally inspected. The undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus and labor to do all the work and to accept, as full compensation therefor, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bid Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the District. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work, as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bid Schedule.

The undersigned further proposes to execute and deliver the Contract and satisfactory certificates of insurance within ten days after being notified that the Contract has been awarded, time being of the essence.

COMPANY NAME: _____
BY (SIGNATURE): _____
PRINT NAME: _____
TITLE: _____

BID SCHEDULE – ATTACHMENT C

VICTORY HEIGHTS ROAD MAINTENANCE DISTRICT, B26-06-017

ITEM	TYPE	ESTIMATED QUANTITY	UNITS MEASURED	UNIT PRICE	EXTENDED PRICE
ROADWAY BLADING (includes labor, equipment, and mobilization)					
1	Road Blading, 2.95 Miles (4 times per year)	4	Lump Sum for 2.95 Miles		
SNOW REMOVAL (includes labor, equipment and mobilization)					
2	Snow Plowing (4 times per season)	N/A	Hour		
INSPECT/CLEAN CULVERTS (includes labor and equipment required to maintain culverts)					
3	Inspect and Clean Culverts (estimated once per year)	10	Each		
REPLACE EXISTING CULVERTS (Includes picking up new culvert, all labor and equipment required to remove, replace and dispose of used culvert)					
4	Replace existing culvert	10	Each		
ADD NEW CULVERTS (Includes picking up new culvert, all labor and equipment required to install culvert. Contractor responsible to identify location of other utilities that may be affected by excavation)					
5	Install New Culvert	10	Each		
REPAIR/EXTEND CULVERT (Includes picking up materials needed, all labor and equipment required to repair/extent culvert. Contractor responsible to identify location of other utilities that may be affected by excavation)					
6	Repair / Extend Culvert	10	Each		
MISCELLANEOUS					
7	Additional Motor Grader Work (includes operator, motor grader and equipment mobilization)	N/A	Hour		
8	Additional Water Truck (includes operator, water, truck/tanker and equipment mobilization)	N/A	Hour		
9	Additional Pneumatic Rubber Tire Roller (includes operator, compaction roller and equipment mobilization)	N/A	Hour		
10	Additional Backhoe (includes operator, backhoe and mobilization)	N/A	Hour		
11	Additional Dump Truck for Hauling Material (includes operator, truck and mobilization)	N/A	Hour		

All costs to include applicable taxes.

The above bid shall be valid for a period of one hundred twenty (120) days.

The bidder understands that any quantities stated or implied in the Specifications or elsewhere in the contract documents are approximate only and are subject to increase or decrease; and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit prices listed in the Bid Schedules. Bidder must bid on all items regardless of quantity.

FIRM: _____ DATE: _____

SIGNATURE & TITLE: _____

STATEMENT OF EQUIPMENT – ATTACHMENT D

At the time of the submission of bids on the VICTORY HEIGHTS ROAD MAINTENANCE DISTRICT, CONTRACT B26-06-017, my intention is to use the equipment listed below.

I understand that this information will be used in comparing my bid to any others received and may affect the award.

Type of Equipment (e.g., Dozer)	Number of Units	Make/Model (e.g., CAT D-8)	Size (Volume, Weight, Power)	Year of Manufacture

(Attach a second sheet if needed)

Name of Firm

By: _____

Title

Date