# GILA COUNTY REQUEST FOR INVITATION FOR BIDS

#### **MONROE STREET CONSTRUCTION PROJECT**

#### **BID NUMBER 121024**

### BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



\*BOARD OF SUPERVISORS\*
Steve Christensen, Chairman
Timothy Humphrey, Vice Chairman
Woody Cline, Member

\*COUNTY MANAGER\*
James Menlove



### INVITATION FOR BIDS BID CALL NO. 121024

Sealed bids will be received by Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501, until Thursday 2:00 P.M. (AZ Time), February 6, 2025, for Bid No. 121024, Monroe Street Construction Project, GILA COUNTY, ARIZONA, in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. No bids will be accepted after 2:00 P.M. The Bids will be publicly opened and read aloud at 2:00 P.M., Arizona time, at the location and date listed above.

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

Plans, Specifications and Contract documents are available and may be obtained from the office of Betty Hurst, Purchasing, 1400 E. Ash Street, Globe, AZ 85501; Gila County website <a href="www.gilacountyaz.gov">www.gilacountyaz.gov</a> in Finance, Purchasing; and Dodge Data and Analytics.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked BID NO. 121024, MONROE STREET CONSTRUCTION PROJECT. All Bids shall be mailed or delivered to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Manager, 1400 East Ash St., Globe, AZ 85501. Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject all bids, or to waive any informality in any bid. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Clerk of the Board's office. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

	-			
Signed:	Date:			
Steve Christensen, Chairman of the Board of Supervisors				
Signed:	Date:	/	/	
The Gila County Attorney's Office				

Dates advertised in the Payson Roundup: January 14, 2025, and January 21, 2025

#### NOTIFICATION TO BIDDERS

#### **BIDDERS ARE HEREBY NOTIFIED:**

- 1. The bidder must supply all the information required by the bid documents. All proposals shall be made on the bid forms prepared by Gila County. The proposal must include the following forms in triplicate and all with original signatures on hardcopy paper:
  - Bid Proposal
  - Bid Schedule
  - Surety (Bid) Bond
  - Qualification & Certification Form
  - Reference List
  - Affidavit of Non-Collusion
  - Subcontracting Certification
  - Check List & Addenda Acknowledgment

Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.

- 2. **Proposal Guaranty** Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
- 3. <u>Delivery of Proposal</u> Each bid shall be sealed and plainly marked "Bid No. 121024 "- Monroe Street Construction Project, on the outer most envelope or label. If a courier is used, bidder shall instruct the courier to deliver the package by Thursday, February 6, 2025, at 2:00 P.M. to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. No bids will be accepted after 2:00 P.M. AZ Time, February 6, 2025. Bids will be opened at 2:00 p.m. Thursday, February 6, 2025.
- 4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.
- 5. <u>Plans and Specifications</u> A pdf version of plans, specifications and all other documents required by bidders may be obtained by email of <a href="mailto:bhurst@gilacountyaz.gov">bhurst@gilacountyaz.gov</a>. No charge for a pdf version. Bids must be submitted by hardcopy on paper.

- 6. <u>Arizona Contractor's License</u> Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the Arizona State Registrar of Contractors.
- 7. <u>Bid Opening Information</u> "As Read" Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.

#### 8. Request for Clarifications

Requests for clarification shall be made to Betty Hurst, Contracts Administrator in writing <a href="mailto:bhurst@gilacountyaz.gov">bhurst@gilacountyaz.gov</a> (phone: 928-402-4355, fax: 928-402-4386). Questions can be submitted up until 2:00 P.M., AZ time, on Thursday, January 29, 2025. Addendums will be issued to all plan holders as they come in, and prior to 2:00 P.M., AZ time, on Thursday, February 6, 2025.

#### SEE ATTACHED FOR SCOPE OF WORK

:

- TECHNICAL SPECIFICATIONS
- SEALED PLANS

#### **CONTRACT FORMS LIST**

Proposal P-1 to P-3
Bidding Schedule BS-1 to BS-2

Bid Bond BB-1

Qualification & Certification QC-1 to QC-2

Reference List RL-1
Affidavit of Non-Collusion ANC-1
Subcontractor Certification SC-1
Checklist & Addenda Acknowledgment CK-1

Contract C-1 to C-7

Contract Performance Bond CPB-1
Labor and Materials Bond LMB-1
Contract Performance Warranty CPW-1
IRS W-9 Form W-9

#### PROPOSAL (P-1 to P-3)

#### TO THE GILA COUNTY PUBLIC WORKS DIVISION:

#### Gentlemen:

The following Proposal is made for **Bid No. 121024 Monroe Street Construction Project**, in the County of Gila in the State of Arizona.

he following Proposal is made on behalf of				

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County 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 Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. 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 Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

#### Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within sixty (60) Calendar Days from the commencement date as specified on the Notice to Proceed, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:	
(SEAL)	
Corporate Name:	
Corporate Address:	
Incorporated under the laws of	the State of:
By (Signature):	Date:
President:	
Secretary:	
Treasurer:	

#### Invitation for Bids No. 121024

<u>Proposal continued</u>		
If by a Firm or Partnership:		
Firm or Partnership Name:		
Firm or Partnership Address:		
By (Signature):	Date:	
Name and Address of Each N	lember:	
If by an Individual:		
Signature:	Date:	

#### **BIDDING SCHEDULE (BS-1 to BS-2)**

### MONROE STREET CONSTRUCTION PROJECT GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name:		
TOTAL CONTRACT	PRICE, for the sum of \$	
WRITTEN TOTAL C	ONTRACT PRICE	
		Dollars
and	Cents.	

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

## GILA COUNTY MONROE STREET IMPROVEMENT PROJECT

### **BID SCHEDULE**

Item No.	Item Description		Quantity	Unit Price	Extended Amount
105.80000	Construction Survey, Layout and Record Drawings	LS	1		
109.10000	Mobilization/Demobilization	LS	1		
109.22000	Allowance for Extra Work - Utilities	AL	1		
109.40110	Traffic Control	AL	1		
201.50000	Clearing & Grubbing	LS	1		
205.81000	Roadway Excavation	CY	4023		
215.80000	Earthwork for Open Channels and Retention Basins	CY	16		
220.51106	RipRap Construction, Dumped - Angular D50=6"	CY	45		
301.20000	Subgrade Preparation	SY	4211		
310.20600	Aggregate Base Course - 6" Thick	SY	4211		
321.83030	Asphalt Concrete Pavement - Type A 3/4" Mix - 3" Thick	SY	4211		
336.21000	Sawcut Asphaltic Concrete Pavement	LF	313		
340.10210	Concrete Curb & Gutter, MAG Std. Det. 220-1, Type A	LF	850		
340.14010	Concrete Single Curb, MAG Std. Det. 222, Type A	LF	34		
340.61100	Concrete Valley Gutter and Apron, MAG Std. Det. 240	SF	897		
350.56600	Remove and Salvage Existing Sign and Post	EA	2		

Item No.	Item Description		Quantity	Unit Price	Extended Amount
461.10100	Paint Traffic Stripe - White 4"		1187		
461.10200	Paint Traffic Stripe -Yellow 4"	LF	795		
461.12100	Paint Symbol (ADA)	EA	2		
462.11000	Thermoplastic Traffic Stripe - White 4"	LF	1187		
462.21000	Thermoplastic Traffic Stripe - Yellow 4"	LF	795		
462.31000	Thermoplastic ADA Symbol	EA	2		
463.14000	Reflectorized Raised Pavement Marker - Type D (Yellow, 2-Way)	EA	40		
465.10100	Flat Sheet Aluminum Sign Panel, High Intensity Grade	SF	34		
465.10200	Flat Sheet Aluminum Sign Panel, Diamond Grade	SF	9		
465.12000	Perforated Sign Post (2S)	LF	108		
465.31000	Sign Post Foundation	EA	9		
520.10100	Safety Rail, MAG Std. Det. 145 & 501	LF	230		
350.40100	Remove Existing Asphalt	SY	3419		
350.42200	Remove Existing Concrete Curb and Gutter	LF	30		
350.43200	Remove Existing Concrete Single Curb	LF	34		
615.50000	Sewer Cleanout	EA	1		
616.24021	PVC, 8" Pipe (SDR-35)	LF	180		
910.10000	Concrete Barrier (32" Type 'F' with Gutter)	LF	80		
914.10000	Retaining Wall (Reinforced Concrete Cantilever)	SF	1720		

BID TOTAL	

### **SURETY (BID) BOND (BB-1)**

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,					
as Principal, hereinafter called the Principal, and					
a corporation duly organized under the laws of the State of _					
Director of the Department of Insurance, are held and firmly be in the sum of ten percent (10%) of the amount bid, submitted payment of which sum well and truly to be made, the said P	as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.				
WHEREAS, the Principal is herewith submitting its proposal for	or:				
BID NO. 121024, MONROE STREET	CONSTRUCTION PROJECT,				
NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.  IN WITNESS WHEREOF, we hereunto set our hands and seals:					
Principal	Surety				
Ву	By Attorney-in-Fact				
Title	Address, Attorney-in-Fact Subscribed and sworn to before me this day of, 20  My commission expires:				
	Notary Public				

## GILA COUNTY QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

#### **Purpose**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

#### **Bid Number 121024- MONROE STREET CONSTRUCTION PROJECT**

The applicant submitting this Bid warrants the following:

1. _	Name, Address, and Telephone Number of Principal Contractor:
  2.	Has Contractor (under its present or any previous name) ever failed to complete a contract? YesNo. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3.	Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?YesNo. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4.	Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)?YesNo. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

- 5. Contractor must also provide at least the following information:
  - a. A brief history of the Contractors Firm.
  - b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

#### **Invitation for Bids No. 121024**

- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services.
- f. Gila County reserves the right to request additional information.

6.	Contractor Experience Modifier (e-mod) Rating in Arizona:
	A method the National Council on Compensation Insurance (NCCI) uses to measure a business
	computed loss ratio and determine a factor, which when multiplied by premium, can reward
	policyholders with lower losses. E-mod rate may be a determining factor in bid award.
	policyfloiders with lower losses. L-mod rate may be a determining ractor in bid award.
7	Course Avisana Cautuastau Liaanaa Noosahau
7.	Current Arizona Contractor License Number:
	Signature of Authorized Representative
	Signature of Authorized Representative
	Printed Name
	Printed Name
	Title

## GILA COUNTY REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

#### References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1.	Company:		-
	Contact:		<u>-</u>
	Phone:		
	Address:		-
2.	Company:		
	Contact:		-
	Phone:		
	Address:		-
3.	Company:	_	
	Contact:		-
	Phone:		
	Address:		-
4.	Company:		
	Contact:		-
	Phone:		
	Address:		-
			Name of Business
			Signature of Authorized Representative
			Title

# AFFIDAVIT BY CONTRACTOR (ANC-1) CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA) )ss	
COUNTY OF: )	
(Name of Individual) being first duly sworn, deposes and says:	
That he is	
(Title)	and
of(Name of Busines	s) and
That he is properly prequalified by Gila Count <b>PROJECT</b> and,	ry for bidding on <b>BID NO. 121024, MONROE STREET CONSTRUCTION</b>
That pursuant to Section 112 (C) of Ti	tle 23 USC, he certifies as follows:
That neither he nor anyone associated	d with the said
(Name of Busin	ness)
has, directly or indirectly entered into any agr in restraint of free competitive bidding in con-	reement, participated in any collusion or otherwise taken any action nection with the above mentioned project.
	Name of Business
	Ву
	Title
Subscribed and sworn to before me this	day of
	_ My Commission expires:
Notary Public	

### GILA COUNTY CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of **Invitation for Bid No. 121024**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such **subcontractors will be identified and approved by the County prior to award of contract**; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

Yes	it is my intention to subcontract a portion of th	ne work.
No	it is not my intention to subcontract a portion	of the work.
	Name of Business	
	Signature of Authorized Representative	
	C.B. Interior J. Anthonizon Representative	
	Title	

#### **Certification of No Forced Labor:**

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

- 1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
- 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
- 3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date:	
Vendor	
Signature of Authorized Representative	-
Printed Name	
Title	

#### **BIDDERS CHECKLIST (CK-1)**

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this bid. If bidder fails to complete and/or execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

#### **CHECKLIST:**

REQUIRED DO	CUMENT			COMPLETED AND	EXECUTED
Proposal					_
Bidding Sche	dule				_
Surety (Bid)	Bond				<del>_</del>
Qualification	& Certification	on Form			_
Reference Li	st				_
Affidavit of N	Non-Collusion				_
Subcontracto	or Certificatio	n			_
Bidders Ched	klist & Adder	nda Acknowled	gment		<u>-</u>
ACKNOWLEDGM					
Initials and Date	#1	#2	#3	#4	#5
Signed and da	ted this	day (	of	, 20	25.
	C	ONTRACTOR:			
	В				
	D	1.			

Each complete bid shall be sealed in an envelope and bearing the following statement on the outside of the envelope: Bid No. 121024, Monroe Street Construction Project. All complete bids shall be filed at Gila County Procurement, Copper Building Conference Room, 1400 E. Ash St., Globe, AZ 85501, before Thursday, February 6, 2025, at 2:00 P.M.

# GILA COUNTY CONTRACT NO. 121024 (C-1 TO C-7) Monroe Street Construction Project

THIS AGREEMENT, mad	de a	and entere	ed into	this		day d	of		, <b>2025</b> , by	and
between Gila County, a politic	cal	subdivisio	n of th	ie St	tate d	of Arizona	a, party	of the first	part, hereina	after
designated the <b>OWNER</b> , and					(	of the Cit	y of _		, Count	ty of
, State	of	Arizona,	party	of	the	second	part,	hereinafter	designated	the
CONTRACTOR.										

**WITNESSETH**: That the said **Contractor**, for and in consideration of the sum to be paid him by the said **Owner**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I - SCOPE OF WORK**: The **Contractor** shall furnish any and all materials, labor, construction equipment, and services, required for performing all work for construction for **Bid No. 121024- Monroe Street Construction Project**, in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 121024 will become the Contract Number.

**ARTICLE II** - **CONTRACT DOCUMENTS**: The attached "Call for Bids", "Special Provisions", "Proposal", "Bidding Schedule", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

**ARTICLE III – SAFETY AND LOSS CONTROL:** The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE V – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> - Contractor shall provide coverage with limits of liability not less than those stated below:

#### 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

•	General Aggregate	\$2,000,000
•	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

#### 2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

#### 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Gila.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
  - 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. <u>NOTICE OF CANCELLATION</u>: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Betty Hurst, Contracts and Purchasing Manager, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Betty Hurst, Contracts Manager, 1400 E. Ash St., Globe, AZ 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL</u>: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE VI - TIME OF COMPLETION**: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within **no later than ten (10) Days of the Notice To Proceed,** and shall be completed within the following limits:

#### **SCHEDULE:**

For construction in the contract documents, the project shall be completed within **180 Calendar Days of the commencement date as specified on the Notice To Proceed**.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

#### **WORK ITEM**

#### DAILY CHARGE PER CALENDAR DAY

All work not completed within the above specified time after start of work.

\$490.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

**ARTICLE VII - CANCELLATION**: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 108-10 DEFAULT AND TERMINATION OF CONTRACT.** 

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before *fifteen (15) days* after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per A.R.S. §34-221(A)(2).

**ARTICLE IX – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act **(Public Law 101-336, 42 U.S.C. 12101-12213)** and applicable Federal regulations under the Act.

**ARTICLE X – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**ARTICLE XI – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or

more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

#### ARTICLE XII - NO FORCED LABOR CERTIFICATION:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

- 1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
- 2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China and;
- 3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within five (5) business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

be deemed an original thereof, have been duly exe and year first above written.	cuted by the parties hereinabove named, on the date
\$ INCLUDING ALL AP	re <b>Contractor</b> , the <b>Owner</b> agrees to pay the amount of <b>PLICABLE TAXES</b> through a payment schedule as e modified and executed by change orders and by final
<u>-</u>	ded, is for the following work, and understands that asis of the indicated amount(s), as bid in the Proposal
OWNER:	CONTRACTOR:
GILA COUNTY BOARD OF SUPERVISORS	
Steve Christensen, Chairman, Board of Supervisors	Contractor Signature
	Print Name
ATTEST:	Witness (If Contractor is Individual)
James Menlove, Clerk of the Board	
APPROVED AS TO FORM:	
Gila County Attorney's Office	

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes

# GILA COUNTY <u>CONTRACT PERFORMANCE WARRANTY</u> (CPW-1)

l,	, representing
	(company name)
do hereby warranty the work performe	d for the:
BID NO. 121024- MONROE STREET CO	NSTRUCTION PROJECT,
for a period of two (2) years from comp	pletion of said work.
Said work shall be free from defects wh	nich would cause the work not to perform in its intended manner
(Officer, Partner, Owner)	Date

#### (fill out only if awarded)

# STATUTORY PERFORMANCE BOND (CPB-1) PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF

#### THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:		
That,		
	, (h	ereinafter called the Principal), as Principal,
and(hereinafter called Surety), a corporation	on duly organized and existing t	he laws of the State of
holding a certificate of authority to train as Surety, are held and firmly bound up AMOUNT)said Principal and Surety bind themselverally, firmly by these presents.	nsact surety business in Arizona nto Gila County (hereinafter cal dollar elves, and their heirs, adminis	pal office in the city of
		ontract with the Obligee for: <b>Bid No. 121024- Monroe</b> made a part hereof as fully and to the same extent as if
and fulfill all the undertakings, covenar contract and any extension thereof, withe contract, and shall also perform an all duly authorized modifications of said hereby waived; then the above obligations of the PROVIDED, HOWEVER, that the Arizona Revised Statutes, and all liabil Chapter and Article, so the extent as if	nts, terms, conditions and agree ith or without notice to the Sur of fulfill all the undertakings, contract that may hereafter been shall be void, otherwise to replie bond is executed pursuant the fities on this bond shall be detent they were copied at length here	to the provisions of Title 34, Chapter 2, Article 2, of the rmined in accordance with the provisions of said Title,
Witness our hands this	day of	, 2025.
Pri <b>ncipal</b>	Seal	_
Surety	Seal	By:
Agency of Record		By:
Arizona Countersignature		Agency Address
Address		-

**Phone Number** 

#### (fill out only if awarded)

#### STATUTORY LABOR AND MATERIALS BOND (LMB-1) **PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF** THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

#### **KNOW ALL MEN BY THESE PRESENTS:**

**Phone Number** 

That,					
		einafter called the Principal), as Principal,			
and					
(hereinafter called Surety), a corporatio	on duly organized and existing the	laws of the State of			
	with its principal	office in the city of			
holding a certificate of authority to tran	nsact surety business in Arizona is:	sued by the Director of the Department of Insurance,			
		ed the Obligee) in the amount of (100% of Contract			
		), for the payment whereof, the said			
	and their heirs, administrator, exe	ecutors, successors, and assigns, jointly and severally,			
firmly by these presents.					
· · · · · · · · · · · · · · · · · · ·	_	tract with the Obligee for: Bid No. 121024- Monroe			
<del>-</del>	tract is hereby referred to and ma	ade a part hereof as fully and to the same extent as if			
copied at length herein.					
		UCH, that if the said Principal shall faithfully perform			
_	_	nents of said contract during the original term of said			
		y, and during the life of any guaranty required under			
		nants, terms, conditions, and agreements of any and			
hereby waived; then the above obligation	•	ade, notice of which modifications to the Surety being			
	· · · · · · · · · · · · · · · · · · ·	the provisions of Title 34, Chapter 2, Article 2, of the			
	·	nined in accordance with the provisions of said Title,			
Chapter and Article, so the extent as if t					
-		. t of the judgment such reasonable attorneys' fees as			
may be fixed by a judge of the court.					
Witness our hands this	day of	, 2025.			
Pri <b>ncipal</b>	 Seal				
Surety	Seal	Ву:			
Agency of Record		By:			
Arizona Countersignature	Arizona Countersignature Agency Address				
Address					

# Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	<ol> <li>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</li> </ol>	
	2 Business name/disregarded entity name, if different from above	
on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
ë ë	single-member LLC	Exempt payee code (if any)
불물	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶	
卢	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check	Exemption from FATCA reporting
Print or type. Specific Instructions	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that	code (if any)
⊈ ہے	is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
Ö.	☐ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and	nd address (optional)
8		
-	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	Taxpayer Identification Number (TIN)	
	your fire and appropriate box. The fire provided most material and given on line 1 to avoid	urity number
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see How to get a	] - [ ] - [ ] [
TIN, la	ater. or	
	The decodard of the field of th	dentification number
Numb	er To Give the Requester for guidelines on whose number to enter.	
Par	Certification	

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

C:		
Sian	Signature of	
	Signature of	
Sign Here	U.S. person ►	Date >
	o.a. person	Date

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

. Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- . Form 1099-S (proceeds from real estate transactions)
- . Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- . Form 1099-C (canceled debt)
- . Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.