



**CITY OF GLOBE, ARIZONA**

**PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS**

**DATED: August 2018**

**FOR:**

**REQUEST FOR PROPOSALS NO. CS-2018-0028**

**Water Barn Building Kit**

**CITY OF GLOBE**

**Proposal Due Date: Friday, October 19, 2018**

**Proposal Due Time: 2:00 P.M. MST**



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## PROPOSAL SUBMITTAL CHECKLIST

It is the Submitter's responsibility to be thoroughly familiar with all requirements and specifications. The following checklist is provided as a courtesy only, and is not binding upon the City nor does it modify, in any way, the terms or requirements of this document, any applicable statutes, rules, regulations, or the City's purchasing policies.

- 1. The Proposal Schedule has been signed by an authorized representative of the firm. Unsigned Proposals will not be considered.
- 2. The Proposal Schedule has been fully completed, including prices offered (including any alternatives) have been fully filled in and reviewed for accuracy.
- 3. Any addenda have been reviewed and acknowledged on the form included in the documents. It is the Submitter's responsibility to obtain all addenda relevant to this solicitation via the Issuing Office or other means.
- 4. The List of Subcontractors has been fully completed and executed by Submitter and reviewed for accuracy.
- 5. Submitter has reviewed all instructions, terms and conditions, and specifications to ensure their response fully complies.
- 6. Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Submitter's name and solicitation number.)
- 7. The Proposal package and/or envelope have been identified with Submitter's name, project number and project title.
- 8. The specified number of copies of Submitter's response has been included if more than one (1) copy is required.
- 9. Insurance requirements have been reviewed and can be fully complied with.
- 10. Bid Bond has been fully executed by Submitter and appropriate Surety and is included.
- 11. The Resolution of Board of Directors for corporate Submitter has been fully executed and included, or other proof of authorization required under this document has been included.
- 12. The Non-Collusive Proposal Certification has been executed and included.
- 13. The W-9 Form is complete and included.
- 14. Any and all Exhibits contained in the Proposal document have been signed if required and are included with Proposal.

## NOTICE OF REQUEST FOR PROPOSALS NO. CS-2018-0028

Sealed Proposals will be received by the City of Globe, in the **City Hall Conference Room, 150 N. Pine Street, Globe, AZ 85501**, until **2:00 P.M. (AZ Time), Friday, October 19, 2018** for the **Water Barn Building Kit project**. **No Proposals will be accepted after 2:00 P.M. on October 19, 2018. The Proposals will be publicly opened and read aloud at 2:00 P.M. Arizona time, at the location and date listed above.**

All Proposals shall be made on the Proposal forms included herein and shall include all applicable taxes.

Proposal documents are available and may be obtained from the City of Globe Public Works Department, at 1250 N. Hagen Road, Globe, AZ 85501, 928-425-4959. Please call ahead to order a copy of the documents. Documents may also be downloaded at the city of Globe Website by going to the following link: <http://www.globeaz.gov/business/Proposal-on-new-contracts>. Should you choose to download the proposal documents from the website, please notify the Finance Department at 928-425-7146 or at [bids@globeaz.gov](mailto:bids@globeaz.gov) to be placed on the plan holder list for any addendum that may be issued.

Each Proposal submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked **WATER BARN BUILDING KIT PROJECT, GLOBE, AZ, RFP NO. CS-2018-0028**). All Proposals shall be mailed or delivered to the **City of Globe Clerk, Shelly Salazar, 150 N. Pine Street, Globe, AZ 85501**. The City of Globe will not be responsible for Proposals submitted that are not marked appropriately, are sent to the wrong address, or not received by the time specified for the Proposal opening.

Contractors are invited to be present at the opening of Proposals but absence will not be considered cause for disqualification.

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.

The City of Globe reserves the right to reject any or all Proposals, or to accept any Proposals, or to waive any informality in any Proposal, or to withhold the award if deemed in the best interest of the City of Globe.

Dates advertised in the Arizona Silver Belt: **September 19, 2018 and September 26, 2018**

## INSTRUCTIONS TO SUBMITTERS

### INSTRUCTION 1:                    DEFINED TERMS

- 1.01 Terms used in these Instructions to Submitters have the meanings indicated in the Contract, General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Submitters have the meanings indicated below:
- A. *Engineer* - The Engineer set forth in the Proposal Documents or as otherwise designated in writing by the City. If no other Engineer is designated, the Engineer shall be the Issuing Office.
  - B. *Issuing Office* – The office from which the Proposal Documents are to be issued. The Issuing Office is set forth as the City of Globe.
  - C. *Owner or City* – The City of Globe, Arizona.
  - D. *Contract Administrator* – The City Manager or his designee.

### INSTRUCTION 2:                    COPIES OF PROPOSAL DOCUMENTS

- 2.01 Complete sets of the Proposal Documents may be obtained from the Issuing Office, or downloaded from the City of Globe website.
- 2.02 Complete sets of Proposal Documents shall be used in preparing Proposals. Neither the Owner, the Engineer nor the Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete, modified or unofficial sets of Proposal Documents.
- 2.03 Owner, the Issuing Office and Engineer, in making copies of Proposal Documents available on the above terms, do so only for the purpose of obtaining Proposals for the Work and do not authorize or confer a license for any other use.

### INSTRUCTION 3:                    QUALIFICATIONS OF SUBMITTERS

- 3.01 To demonstrate Submitter's qualifications to perform the Work, after submitting its Proposal, and within 7 days of Owner's request, Submitter shall submit: (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments; and (b) the following additional information:
- A. Evidence of Submitter's authority to do business in the state where the Project is located.
  - B. Submitter's state or other contractor license number and good standing.
  - C. Evidence that each natural person submitting a Proposal, including the officers, partners, members, and/or principals of the Submitter, to submit documentation of their lawful presence in the United States, pursuant to A.R.S. §§ 1-501 and 1-502.
- 3.02 A Submitter's failure to submit required qualification information within the times indicated may disqualify Submitter from receiving an award of the Contract.
- 3.03 No requirement in this Instruction 3 to submit information will prejudice the right of Owner to seek additional information, as requested in the City's sole discretion, regarding Submitter's qualifications.
- 3.04 Submitter is advised to carefully review those portions of the Proposal Form requiring Submitter's representations and certifications.

**INSTRUCTION 4: SUBMITTER'S PRE-PROPOSAL OBLIGATIONS AND REPRESENTATIONS**

- 4.01 It is the responsibility of each Submitter before submitting a Proposal to:
- A. Examine and carefully study the Proposal Documents, and any data and reference items identified in the Proposal Documents;
  - B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
  - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings;
  - E. Consider the information known to Submitter itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Proposal Documents; and the Site-related reports and drawings identified in the Proposal Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Submitter; and (3) Submitter's safety precautions and programs;
  - F. Become aware of the general nature of the work to be performed by the City and others at the Site that relates to the Work as indicated in the Proposal Documents;
  - G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Submitter discovers in the Proposal Documents and confirm that the written resolution thereof by Engineer is acceptable to Submitter; and
  - H. Determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- 4.02 Submitter represents and agrees that:
- A. The submission of a Proposal will constitute an incontrovertible representation by Submitter that Submitter has complied with every requirement of this Instruction, that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the Proposal Documents; and
  - B. Based on the information and observations referred to in the preceding 4.01, that at the time of submitting its Proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Proposal for performance of the Work at the price Proposal and within the times required, and in accordance with the other terms and conditions of the Proposal Documents.

**INSTRUCTION 5:            PRE-PROPOSAL MEETING**

- 5.01    A pre-proposal meeting is not required for this project.

**INSTRUCTION 6:            INTERPRETATIONS AND ADDENDA**

- 6.01    All questions about the meaning or intent of the Proposal Documents are to be submitted in writing to the Issuing Office by **Friday, October 05, 2018**. Any interpretations, clarifications, or other/additional information considered necessary by Engineer and/or the City in response to such questions, or otherwise, will be issued by Addenda no later than **Friday, October 12, 2018**.
- 6.02    Questions received after the Questions Due Date and Time set forth above may be answered at the sole discretion of the City. Inquiries regarding this project directed to persons other than the City's designated representative may not be answered, and any answers received other than as set forth in this document will not be binding upon the City for any purpose.
- 6.03    Only answers provided by written Addenda shall be binding upon the City. Oral and other interpretations or clarifications will be without legal effect. The City shall not be held responsible if a Submitter fails to receive any addenda issued. The City shall not be responsible for any oral representations or statements relating to the solicitation specifications made by any employee, agent or officer of the City.
- 6.04    Addenda may be issued to clarify, correct, supplement, or change the Proposal Documents.
- 6.05    Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the Proposal by the specified Proposal due date and time. Potential Submitters are responsible for obtaining all addenda relevant to this Invitation for Proposal via the Issuing Office or other means.

**INSTRUCTION 7:            PROPOSAL SECURITY**

- 7.01    A Proposal must be accompanied by Proposal security made payable to Owner in an amount of ten percent of Submitter's maximum Proposal price (determined by adding the base Proposal and any alternates) and in the form of a certified check, bank money order, or a Bid Bond in statutory form (on the form included in the Proposal Documents) issued by a surety meeting the requirements of the General Conditions and applicable law.
- 7.02    The Proposal security of the apparent Successful Submitter will be retained until Owner awards the contract to such Submitter, and such Submitter has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Proposal security will be released. If the Successful Submitter fails to execute and deliver the Contract Documents and furnish the required contract security within seven (7) days after the Notice of Award, Owner may consider Submitter to be in default, annul the Notice of Award, and the Proposal security of that Submitter will be forfeited. Forfeiture will not preclude the City from seeking any or all other remedies provided by law to recover losses sustained as a result of the Submitter's failure to enter into the Agreement or to furnish the contract securities or insurance certificates and endorsements.
- 7.03    The Proposal security of other Submitters that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or 61 days after the Proposal opening, whereupon Proposal security furnished by such Submitters will be released.
- 7.04    Proposal security of other Submitters that Owner believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Proposal Opening.

**INSTRUCTION 8: SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Proposal Documents without consideration during the Proposal and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 8.02 All prices that Submitter sets forth in its Proposal shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Proposal Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Proposal approvals of "or-equal" or substitution requests are made at Submitter's sole risk.

**INSTRUCTION 9: SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 9.01 A Submitter shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Proposal Documents to do so. If a prospective Submitter objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Submitter should refrain from submitting a Proposal.
- 9.02 The Submitters shall submit to the City with its response to this document a complete listing of all Subcontractors the Submitter intends to use in the performance of the work. No Proposal for work involving these classifications will be valid without the complete listing of both subcontractors and major material suppliers as listed on the included form "List of Subcontractors".

**INSTRUCTION 10: PREPARATION OF PROPOSAL**

- 10.01 The Proposal Schedule is included with the Proposal Documents.
- A. All blanks on the Proposal Schedule shall be completed in ink and the Proposal Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Proposal Form. A Proposal price shall be indicated for each section, Proposal item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Proposal Schedule expressly indicates that submitting pricing on a specific alternate item is optional, and Submitter elects to not furnish pricing for such optional alternate item, then Submitter may enter the words "No Proposal" or "Not Applicable."
- 10.02 A Proposal by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 10.03 A Proposal by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 10.04 A Proposal by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 10.05 A Proposal by an individual shall show the Submitter's name and address for receiving notices.
- 10.06 A Proposal by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Proposal Form. The joint venture's address for receiving notices shall be shown.
- 10.07 All names shall be typed or printed in ink below the signatures.



- 10.08 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Proposal Form.
- 10.09 Postal and e-mail addresses and telephone number for communications regarding the Proposal shall be shown.
- 10.10 The Proposal shall contain evidence of Submitter's authority and qualification to do business in Arizona and the City, Submitter's Arizona contractor license number and classification, and any other required business and/or tax licenses required by the City shall also be shown on the Proposal Form.
- 10.11 If price is a consideration and in case of error of prices in the Proposal, the unit price shall govern. If there is a conflict between values or prices written-out in text and values or prices expressed in numbers, the text values or prices shall control.
- 10.12 No Proposal shall be altered, amended, or withdrawn after the specified due date and time.
- 10.13 Periods of time, stated as a number of days, shall be calendar days.
- 10.14 It is the responsibility of all Submitters to examine the entire package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after Proposal due date and time.
- 10.15 The City shall not reimburse the cost of developing or providing any response to this project and development and provision of any offer shall be at the respective Submitter's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**INSTRUCTION 11: BASIS OF PROPOSAL**

- 11.01 The Basis upon which Proposals shall be calculated and submitted (Lump Sum/Fixed Price, Unit Price, Allowances for specific items) are set forth in the Proposal Schedule.
- 11.02 Lump Sum/Fixed Price
- A. Submitters shall submit a Proposal on a lump sum basis as set forth in the Proposal Form.
- 11.03 Unit Price (Not Applicable)
- A. Submitters shall submit a Proposal on a unit price basis for each item of Work listed in the unit price section of the Proposal Form.
- B. The "Proposal Price" (sometimes referred to as the extended price) for each unit price Proposal item will be the product of the "Estimated Quantity" provided (usually the Proposal Schedule) for the item and the corresponding "Proposal Unit Price" offered by the Submitter. The total of all unit price Proposal items will be the sum of these "Proposal Prices"; such total will be used by Owner for Proposal comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 11.04 Allowances
- A. For cash allowances the Proposal price shall include such amounts as the Submitter deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents. (Not Applicable)

**INSTRUCTION 12:            SUBMITTAL OF PROPOSAL**

- 12.01 Three (3) copies of the Proposal Form and Proposal Schedule are to be completed and submitted with the Proposal security and the other documents required to be submitted under the terms of Instruction 7.
- 12.02 A Proposal shall be received no later than the date and time prescribed and at the place indicated in the Request for Proposals.
- 12.03 Proposals received after the date and time prescribed for the opening of Proposals, or not submitted at the correct location or in the designated manner, will not be accepted, opened, or considered.
- 12.04 By signature on the Proposal Form, the Submitter certifies that:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Submitter shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
  - C. The Submitter has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
  - D. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Submitter may be debarred.

**INSTRUCTION 13:            MODIFICATION AND WITHDRAWAL OF PROPOSAL**

- 13.01 A Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals. Upon receipt of such notice, the unopened Proposal will be returned to the Submitter.
- 13.02 If a Submitter wishes to modify its Proposal prior to Proposal opening, Submitter must withdraw its initial Proposal in the manner specified in Paragraph 13.01 and submit a new Proposal prior to the date and time for the opening of Proposals.
- 13.03 If within 24 hours after Proposals are opened any Submitter files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Proposal, that Submitter may withdraw its Proposal, and the Proposal security will be returned. Thereafter, if the Work is rebid, that Submitter may, in the City's sole discretion, be disqualified from further Proposal on the Work.

**INSTRUCTION 14:            OPENING OF PROPOSALS**

- 14.01 Proposals will be opened at the time and place indicated in the Request for Proposals and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Proposals and major alternates, if any, will be made available to Submitters after the opening of Proposals.
- 14.02 All Proposals will remain subject to acceptance for the period of time stated in the Proposal Form and each Submitter agrees that it will hold open its offer for such period, but Owner may, in its sole discretion, release any Proposal and return the Proposal security prior to the end of this period. Unless otherwise specified, all Submitters and their Subcontractors shall hold their Proposals valid for a period of 60 days from the proposal due date stated on the Advertisement for Proposals.

**INSTRUCTION 15: EVALUATION OF PROPOSALS**

- 15.01 Owner reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. Owner will reject the Proposal of any Submitter that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Submitter purports to add terms or conditions to its Proposal, takes exception to any provision of the Proposal Documents, or attempts to alter the contents of the Contract Documents for purposes of the Proposal, then the Owner may reject the Proposal as nonresponsive.
- 15.02 If Owner awards the contract for the Work, such award shall be to the responsible Submitter submitting the lowest responsive Proposal.
- 15.03 Evaluation of Proposals:
  - A. In evaluating Proposals, Owner will consider whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Proposal Form, prior to the Notice of Award.
- 15.04 In evaluating whether a Submitter is responsible, Owner will consider the qualifications of the Submitter and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Proposal Documents.
- 15.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Submitters and any proposed Subcontractors or Suppliers.
- 15.06 Any terms of the Submitter’s submittal that conflict with the language and requirements of the City’s solicitation or that take exception to the terms, conditions, specifications and/or other requirements stated within these documents, may cause the Submitter’s submittal to be considered nonresponsive and rejected. Exceptions may be evaluated by the City on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation.

**INSTRUCTION 16: AWARD AND SIGNING OF CONTRACT**

- 16.01 Notwithstanding any other provision, the City expressly reserves the right, when determining whether to award a contract to the lowest responsive and responsible Submitter who has neither been disqualified nor rejected pursuant to the terms and conditions of the contract documents, to:
  - A. Waive any immaterial defect or informality; and/or
  - B. Reject any or all Proposals, or portions thereof; and/or
  - C. Reissue a Request for Proposals; and/or
  - D. Exercise any other rights available to the City under the terms of the contract documents, the City Code, law, or equity.
- 16.02 When Owner issues a Notice of Award to the successful Submitter, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 10 days thereafter, the successful Submitter shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Contract to the successful Submitter.

**INSTRUCTION 17: ADDITIONAL PROVISIONS**

- 17.01 Contract Applicability: The Submitter shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of the Contract Documents. All previous agreements, contracts, or other documents, which have been executed between the Submitter and the City, are not applicable to this project or any resultant contract.

- 17.02 Gratuities: The City may, by written notice to the Submitter, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Submitter or any agent or representative of the Submitter, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible City government customers, shall not be prohibited by this paragraph.
- 17.03 Public Record: All offers submitted in response to this project, whether or not accepted by the City, shall become a matter of public record available for public inspection, subsequent to the award notification, in accordance with the City's Procurement Policy and Arizona's Public Records laws.
- 17.04 Confidential Information: If a person believes that a Proposal, offer, specification, or protest contains information that should be withheld, a statement advising the City of this fact shall accompany the submission and the information shall be identified. The information identified by the person as confidential shall not be disclosed until the City makes a written determination.
- 17.05 Lobbying Prohibition: Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and contractors engaged to assist in the solicitation, is prohibited.
- A. This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a Contractor, and otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or City committee meeting.
  - B. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or City-initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-Proposal conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.
  - C. Violations of this provision shall be reported to the Finance Department and may be a basis for rejecting a response or disbarment of the violator by the City. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or disbarment by the City, in the City's discretion, depending on the nature of the violation.



**CONTRACT**

**CITY OF GLOBE**

**CONTRACT FOR**

**WATER BARN BUILDING KIT**

**THIS CONTRACT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Globe, an Arizona municipal corporation, hereinafter called “**City**” and the “**Contractor**” designated below:

City and Contractor agree as follows:

**ARTICLE 1 – PARTICIPANTS AND PROJECT**

**CITY:** City of Globe, Arizona  
City Manager: Paul Jepson  
Telephone: 928-425-7146  
E-mail: [ptjepson@globeaz.gov](mailto:ptjepson@globeaz.gov)

**PROJECT MANAGER:** City of Globe  
Representative: Ken Sellick  
Telephone: (928) 812-0519  
E-mail: [ksellick@globeaz.gov](mailto:ksellick@globeaz.gov)

**CONTRACTOR:** {Name}  
{Address}  
Arizona ROC No.:  
Federal Tax ID No:  
Representative:  
Telephone:  
E-mail:

**ENGINEER/  
DESIGNER**

**SCOPE OF WORK: PROJECT DESCRIPTION:** The project consists of:

This Project requires the successful engineering, manufacturing, and delivery of a complete building “Kit” clear span 50 ft x 100 ft x 16 ft steel building specifically engineered to meet elevated wind load and building code requirements of the City of Globe. The building shall include two (2) 10ft (w) x 14ft (h) rollup doors; and two (2) 3ft (w) x 7ft (h) walk-in doors. Submitter shall provide complete shop drawing submittal including but not limited to building layout, literature containing product details and specifications, and engineering criteria, for review and approval by the owner, City of Globe. Proposal will include assembly instructions and freight, delivered FOB to Public Works Facilities, 1250 N. Hagen, Globe, AZ 85501.

**PROJECT LOCATION:** City of Globe

## **ARTICLE 2 – CONTRACT DOCUMENTS**

2.1 Contract. The Contract between City and Contractor shall consist of the following items (collectively, the “Contract Documents”):

- This Contract
- Change Orders
- Addenda
- Special Provisions
- General Conditions
- Project Specifications
- ADOT Standard Specifications (Limited to ADOT Details as called for within the construction plans and special provisions)  
Web Site; <https://azdot.gov/business/ContractsandSpecifications/Specifications>
- MAG Uniform Standard Specifications & Details for Public Works Construction  
Web site: <http://www.mag.maricopa.gov/under> “Publications.”

In the event of a conflict of language between the items, the documents shall govern in the order listed above. The Contract Documents shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Submitter and City are not applicable to this Contract or other resultant contracts.

## **ARTICLE 3 – DESIGN PHASE SERVICES**

Contractor shall not provide Design Phase Services to the City in relation to this Project.

## **ARTICLE 4 – CONSTRUCTION SERVICES**

4.1 General.

- 4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.
- 4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.
- 4.1.3 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth in the General Conditions.
- 4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor’s accepted Proposal, or otherwise, approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.
- 4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

- 4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.
- 4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.
- 4.2 Contractor's Pre-Contract and Pre-Work Deliverables.
- 4.2.1 The Contractor will provide the deliverables in accordance with Section 4.2 of the General Conditions.
- 4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.
- 4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.
- 4.5 Control Of The Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.
- 4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.
- 4.7 Materials Quality, Substitutions and Shop Drawings. Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.
- 4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.
- 4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

#### **ARTICLE 5 – CITY RESPONSIBILITIES**

- 5.1 City shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

#### **ARTICLE 6 - CONTRACT TIME**

- 6.1 Contract Time.
- 6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.3 below. The Notice to Proceed cannot be issued until prior to the approval and acceptance by City of the Proposal.



- 6.1.2 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project within the Contract Time.
- 6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated milestone (if any) as set forth in the Project Schedule.
- 6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by City.
- 6.2 Project Schedule. The Project Schedule as set forth as an exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.
- 6.3 Final Completion and Final Acceptance.
  - 6.3.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: **(120 days after the Notice to Proceed)**
  - 6.3.2 Final Completion will be determined and Final Acceptance will be issued pursuant to Section 6.4 of the General Conditions.
- 6.4 Liquidated Damages.
  - 6.4.1 Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Final Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, City shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, **\$500.00** per calendar day, commencing from the Completion Date required under the Contract until the actual date of the Final Completion of the work.
  - 6.4.2 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.4.1 above, then the liquidated damages provisions in MAG § 108.9 shall apply.
  - 6.4.3 City may deduct liquidated damages described in this Section 6.4 above from any unpaid amounts then or thereafter due Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.
  - 6.4.4 Nothing herein shall be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

## **ARTICLE 7 - CONTRACT PRICE**

### **7.1 Contact Price.**

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, City agrees to pay Contractor the amount of not more than \$\_\_\_\_\_. Price includes 10% Owner's Contingency to be used only upon approval by the City. Any Owner's Contingency not used shall be returned to City within thirty (30) days following Final Completion

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

7.2 Costs. For any portion of the Work authorized by Change Order , the Work shall be paid for on a cost or time and materials basis which shall be chargeable against the Contract Price.

## **ARTICLE 8 – PAYMENT**

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

## **ARTICLE 9 – CHANGES TO THE CONTRACT**

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

## **ARTICLE 10 – SUSPENSION AND TERMINATION**

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

## **ARTICLE 11 – INSURANCE AND BONDS**

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to City in accordance with Section 11.2 of the General Conditions.

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to City, will be a material breach and grounds for termination for cause of this Contract.

## **ARTICLE 12 – INDEMNIFICATION**

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

## **ARTICLE 13 - DISPUTE RESOLUTION**

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

**ARTICLE 14 – MISCELLANEOUS PROVISIONS**

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

**CITY OF GLOBE:**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

**ATTEST:**

Its: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

**REVIEWED AS TO FORM:**

\_\_\_\_\_  
City Attorney



## GENERAL CONDITIONS OF CONTRACT

**These terms will be the General Conditions for any Contract and are incorporated therein and shall be fully binding upon the Submitter/Contractor**

### SECTION 1 — SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by the City of Globe, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

### SECTION 2 — GENERAL DEFINITIONS

**2.1.** The Definitions in the Invitation for Proposal (IFB), the Request for Proposals (RFP), the Request for Qualifications (RFQ) and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.

**2.2.** **Change Order** – A written instrument issued after execution of the Contract Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Contract Time may be changed only by Change Order.

**2.3.** **City (Owner or OWNER)** – City of Globe, Arizona a municipal corporation, with whom Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

**2.4.** **Contract** – The written agreement executed between City and Contractor, including all of the Contract Documents.

**2.5.** **Contract Documents** – The documents which together form the Contract between City and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and City's amendments thereto, and any other documents so designated in the Contract.

**2.6.** **Contract Price** – The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.

**2.7.** **Contract Time(s)** – The number of days or the dates related to the Final Completion as stated in Contract Documents. The Contract Time is set forth in the Contract, and is based upon the Project Schedule agreed to by City in writing.

**2.8. Contractor** – The person or corporation with whom City has entered into an agreement for construction related work or services in relation to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with City to provide pre-construction and/or construction services.

**2.9. Contractor Payment Request** – The form that is accepted by City and used by Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or City.

**2.10. Construction Documents** – The plans, specifications, and drawings prepared and issued by the Design Professional and approved by City for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Contract.

**2.11. Critical Path** – Critical path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of City.

**2.12. Day** Calendar day(s) unless otherwise specifically stated in the Contract Documents.

**2.13. Final Acceptance** - The written notice from the City to the Contractor that Final Completion has occurred.

**2.14. Final Completion** - The point when all items of work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

**2.15. Float** – The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

**2.16. MAG Specifications** – The latest revision of the latest edition (or the latest edition adopted by the City) of the Uniform Standard Specifications for Public Works Construction published by MAG.

**2.17. MAG Standard Details** – The latest revision of the latest edition (or the latest edition adopted by the City) of Uniform Standard Details as published by MAG.

**2.18. Notice to Proceed (NTP)** – A written notice given by City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by City.

**2.19. Project** – The Project specified in the Contract (including a Job Order).

**2.20. Project Manager** – The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by City. The Project Manager has the authority to act on behalf of City, as delineated and limited by the Contract Documents and applicable law. City shall communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

**2.21. Project Schedule** – The schedule for the completion of the Project agreed to and/or required by City and incorporated into the Contract.

**2.22. Project Specific Provisions** – Additional conditions which apply to the specific Project and/or Scope of Work.

**2.23. Proposal** – A Proposal submitted to the City by a Contractor in response to an Invitation for Proposal (IFB), Request for Qualifications (RFQ), a Request for Proposals (RFP) or other solicitation or request by the City. Proposals may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the City in the Proposal Schedule.

**2.24. Requests for Information (RFIs)** – Formal written request from Contractor to City and/or Contractor for the Project seeking clarification or additional information needed for Contractor to properly complete the Work and/or Services under the Contract. City may require RFI's to be submitted on a specific form or in a specified format.

**2.25. Schedule of Values (SOV)** – The specified document prepared by Contractor, and approved and accepted by City, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

**2.26. Scope of Work** – The scope of work agreed to and/or required by City and incorporated into the Contract as set forth in the ITB and/or an Exhibit to the Contract.

**2.27. Subconsultant** – A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

**2.28. Subcontractor** – An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

**2.29. Total Float** – Number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

**2.30. Work** – The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

### **SECTION 3 — STANDARD SPECIFICATIONS AND DETAILS**

**3.1.** City operates under the latest revision of the MAG Specifications as amended by City.

**3.2.** City also operates under the MAG Standard Details, as amended by City.

**3.3.** Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1<sup>st</sup> Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded at their Web site: <http://www.mag.maricopa.gov/under> "Publications."

**3.4.** The MAG Specifications and Standard Details and City's amendments thereto are incorporated into the Contract.

## **SECTION 4 — CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES**

### **4.1 General**

4.1.1 Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of City, exercising the degree of professional care, skill, diligence, quality and judgment that a professional Contractor engaged, experienced and specializing in the construction of facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to the City would exercise at such time, under similar conditions. Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor warrants to City that Contractor and all its subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Contract subject to penalties up to and including termination of the Contract or any subcontract. The City retains the legal right to inspect the papers of any employee of or any subcontractor who works on this Contract to ensure compliance with this warranty, and may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. City will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement Contractor enters into with its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties including termination of the Contract at the sole discretion of the City.

4.1.4 Contractor further understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor understands and Acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. §§ 1-501 and 502.

### **4.2 Contractor's Pre-Contract and Pre-Work Deliverables**

4.2.1 Before beginning any Work under the Contract, Contractor shall execute the Contract and deliver to City the items listed in Sections 4.2.2 below within seven (7) days after the award of the Contract and the Contract must be executed by City. Failure to do so will be a material breach of the Contract entitling City to terminate the Contract for Cause.

4.2.2 When Contractor delivers the executed Contract to City, Contractor shall also deliver to City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by City) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.3 Government Approvals and Permits. Contractor shall obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the plans and in the specifications. Contractor is specifically notified of the need to obtain traffic control permits from the Arizona Department of Transportation (ADOT) and the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to City prior to starting the permitted activity.

#### **4.3 Pre-Construction Conference**

4.3.1 Prior to the commencement of any Work, City may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, Contractor shall provide the Project Manager with a Schedule of Values reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price and shall identify Contractor's Contingency, if applicable. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from City. Once accepted by City in writing, the Schedule of Values for the Project will not be changed without the prior written approval of City.

#### **4.4 Performance of the Work (Including Field Measurements, Subcontractors and Suppliers)**

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate Contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 Contractor's Superintendent shall be present at the Site at all times that material Work under this Contract is taking place. Contractor's Superintendent or designee shall be present at the Site at all times any other Work under this Contract is taking place. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

4.4.3 Before ordering materials or doing work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If Contractor observes error, discrepancies or omissions in the Contract Documents, it shall promptly notify the Contractor and City and request clarification. Contractor shall be liable to City for damages resulting from error, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to City, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the Site all dimensions relating to such existing or other work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review shall be reported promptly to City.

4.4.6 Contractor shall be responsible for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.



4.4.7 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of City. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by City, Contractor will follow that plan unless otherwise approved by City in writing. The term "Supplier" shall mean any person or entity providing materials or property for the Project.

4.4.8 Contractor shall not change or replace the Contractor's Project Manager or Superintendent on this project without an explanation for the change being given to City, and receiving prior written approval of the change from City, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price may be required to furnish performance and payment bonds to Contractor if directed in writing by City.

#### **4.5 Control of the Project Site**

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use

4.5.2 Contractor shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of City and in accordance with the requirements of the Pinal County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor shall be responsible to City for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

#### **4.6 Project Safety**

4.6.1 Contractor is responsible for safety of the job site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the site.

4.6.2 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 Contractor shall provide a "competent person" as required by O.S.H.A regulations. The "competent person" shall be identified at the Pre-Construction Conference with City advised in writing of any changes.

4.6.4 Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any City specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between City and Contractor, Contractor is responsible to City for any and all the safety issues relating to the Work on the Project. Contractor shall administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 Contractor shall maintain and have sole responsibility for safety on the job site.

#### **4.7 Materials Quality, Substitutions and Shop Drawings**

4.7.1 Quality Control and Quality Assurance Testing. In addition, all construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by City. Any material rejected by City shall be removed immediately and replaced in an acceptable manner to City at no additional cost to City. When QC/QA tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

##### **4.7.2 Shop Drawings**

4.7.2.1 Contractor shall prepare and submit Shop Drawings which show details of all work to insure proper installation of the Work using those materials and equipment specified under the Approved Plans and Specifications.

4.7.2.2 A schedule of Shop Drawing submissions shall be submitted with the Project Schedule for City approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of Shop Drawing submissions shall include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications.

4.7.2.3 Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- (a) All working and erection dimensions.
- (b) Arrangements and sectional views.
- (c) Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- (d) Kinds of materials and finishes.
- (e) Parts list and description thereof.

4.7.2.4 Contractor shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project site in a timely manner so as to not delay the complete performance of the work.

4.7.2.5 The review of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings shall be initiated until such drawings have been reviewed and approved by City.

4.7.3 Long Lead Time Items. Contractor shall submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within ten (10) days after execution of the Contract. In addition, Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved Shop Drawings. For all long lead times for which shop drawings are not required, Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

#### **4.8 Project Record Documents**

4.8.1 Contractor shall ensure that any and all changes or modifications done as a result of field changes are accurately reflected in red-lined markings. At the completion of construction, all red-lines and markings shall be compiled to aid in the creation of “as-built” plans.

#### **4.9 Warranty and Correction of Defective Work**

4.9.1 Contractor warrants to City that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Final Completion shall be the beginning of the Warranty period, irrespective of early completion by some Subcontractors of their work.

4.9.3 Contractor’s warranty obligation shall be in accordance with MAG Specifications.

4.9.4 In addition, unless otherwise specified in the Contract Documents, Contractor and Subcontractors shall provide to City all of the following written warranties that apply to the Work, in a form acceptable to City.

- (a) General Warranty — Two (2) years.
- (b) Mechanical Contractor — Two (2) years.
- (c) Plumbing Contractor — Two (2) years.
- (d) Electrical Contractor — Two (2) years.
- (e) Caulking — One (1) year.
- (f) Steel Joists, Certificate of Manufacture.
- (g) Exterior Metal Wall System — Five (5) years.
- (h) Painting — One (1) year.
- (i) Termite — Five (5) years.
- (j) Sheet Metal: Zinc coating thickness on hot-dipped galvanized.
- (k) Metals- One (1) year.

4.9.5 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer’s warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. Contractor will provide City with all manufacturers’ warranties prior to Final Acceptance.

4.9.6 A progress payment, or partial or entire use or occupancy of the Project by City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

4.9.7 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor shall obtain and provide to City all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. City and the user of the facility shall have the right to the full value and benefit of all such warranties. Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section 4.9.

## **SECTION 5 — CITY’S RESPONSIBILITIES**

**5.1 City Project Manager.** Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.

**5.2 Contractor Services.** City may contract separately with one or more Contractors to provide construction administration of the Project. The Contractor’s Contract, as well as other firms hired by City shall be furnished to Contractor. Contractor shall not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to City and Contractor.

## **SECTION 6 — CONTRACT TIME**

### **6.1 Contract Time.**

6.1.1 The Contract Time shall start with the Notice to Proceed (“NTP”) and end with Final Acceptance, as set forth in Section 6.3 below.

6.1.2 The Notice to proceed shall be issued in accordance with MAG Specifications § 108.

6.1.3 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project within the Contract Time.

6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated Milestone thereof.

### **6.2 Project Schedule.**

6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by City.

6.2.3 An updated Project Schedule shall be submitted monthly to City as part of the Payment Request.

6.2.4 Contractor shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

6.2.5 Acceptance of a submitted schedule by City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. City's review shall not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

#### 6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

#### 6.2.7 Float Time

6.2.7.1 The total Float Time within the overall schedule is for the exclusive use of City, but City may approve Contractor's use of Float as needed to meet contract Milestones and the Project completion date.

6.2.7.2 Contractor shall not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor.

### **6.3 Final Completion and Final Acceptance**

6.3.1 Unless otherwise expressly agreed to in writing by City, Final Completion must be obtained by no later than 120 calendar days after the date of Notice to Proceed. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.3.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued and Final Completion shall not occur until all items of work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

6.3.3 Final Payment under Section 8.2 below shall not be due, owing, or paid by City until Final Completion is obtained.

**6.4 Liquidated Damages.**

- 6.4.1 Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Final Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, City shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, **\$500.00** per calendar day, commencing from the Completion Date required under the Contract until the actual date of the Final Completion of the work.
- 6.4.2 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.4.1 above, then the liquidated damages provisions in MAG § 108.9 shall apply.
- 6.4.3 City may deduct liquidated damages described in this Section 6.4 above from any unpaid amounts then or thereafter due Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.
- 6.4.4 Nothing herein shall be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

**SECTION 7 — CONTRACT PRICE**

**7.1 Fixed Price Contracts.** The Contract Price for all Fixed Price Contracts shall be the amount set forth in the Contract.

**7.2 City Sales Tax.** Contractor is required to pay Sales Taxes on any contracting activity done for the City, and this cost shall be included in all Contract Prices.

**SECTION 8 — PAYMENT**

**8.1 Payment For Construction Services.**

8.1.1 Subject to the terms of the Contract Documents, including this Section 8, payment for the Work will be made in accordance with MAG Specifications § 109 as amended below.

8.1.2 In MAG Specifications § 109.7 (A), replace the first paragraph of the subsection with the following:

City will make monthly progress payments during the course of the Contract. The payments (estimates of work completed) will be prepared by Contractor on AIA Forms G702 and G703 Application and Certificate for Payment, or in a similar format, and approved by Project Manager. The monthly payment cycle will start with the date of the Notice to

Proceed. City may process payments more frequently if requested by Contractor and agreed to in writing by City.

8.1.3 Payments shall be made pursuant to A.R.S. § 34-221 and/or § 34-609, as applicable.

8.1.4 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-221(C)(3) and/or §34-609(B)(3), subject to all of City's rights to withhold or offset payments, and/or other rights of City, under the Contract.

8.1.5 City reserves the right under A.R.S. § 34-221(C)(3) and/or § 34-609(B)(3) to reinstate the ten percent (10%) retention if City determines that satisfactory progress is not being made.

**8.2 Final Payment.** Subject to all of City's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by City; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contact Documents), plans and specifications have been delivered to City; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to the City; (iv) all conditions and requirements imposed by City or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to City a Contractor Payment Request Form requesting Final Payment.

**8.3 City's Right to Withhold Payment.** City may withhold payment to such extent as may be necessary in City's opinion to protect City from loss for which Contractor is responsible, including, without limitation:

- i. Defective Work not remedied;
- ii. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by Contractor;
- iii. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- iv. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- v. Damage to the City or another Contractor or any third party for which the Contractor may have an obligation under Article 12 of the General Conditions;
- vi. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- vii. Persistent failure to carry out the Work in accordance with the Contract Documents.

**8.4 Joint/Direct Checks.** Payments to Contractor may be made by checks payable jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of the City it is advisable, payments may be made directly to Contractor's subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under this Contract.

**8.5 Payment Not A Waiver.** No payment (nor use or occupancy of the Project by the City) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of City.

**8.6 Liens and Bond Claims.** Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as City may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City, against payment due from City to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed. The obligations under this Section 8.4 survive termination of this Contract.

**8.7 Financial Record Keeping and City's Audit Right.**

8.7.1 Records for all Contracts between City and Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.7.2 City, its authorized representative, and/or the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at City's discretion, within three (3) years of Final Acceptance of the Work.

**SECTION 9 — CHANGES TO THE CONTRACT**

**9.1 Extra Work/Changes in the Work.**

9.1.1 City reserves the right to make such changes in the plans and specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

9.1.2 Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by City, has been executed by City prior to starting the additional work.

9.1.3 Any agreement which modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager and approved by the Globe City Council if necessary. Once properly executed by both parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

**9.2 Accuracy of Change Order Pricing Information.** Signature by the contracting parties shall constitute full accord and satisfaction between City and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Contract, agreed to in writing.



## **SECTION 10 — SUSPENSION AND TERMINATION**

**10.1 Suspension.** City may suspend the Contract and/or Contractor's performance in accordance with MAG Specifications § 105.1.

**10.2 Termination by the City for Cause.**

10.2.1 MAG Specifications § 108.10 and 108.11 applies to the Contract.

**10.3 Termination by City for Convenience.** City may also terminate the Contract at any time for its convenience upon seven (7) days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, City shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from City to Contractor.

**10.4 A.R.S. § 38-511 and Other Statutory Requirements.** The Contract is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

**10.5 Non-Appropriation.** City is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If City determines that it does not have funds to meet its obligations under the Contract, City shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

**10.6** Under no circumstances shall City have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or loses.

## **SECTION 11 — INSURANCE AND BONDS**

**11.1 Insurance Requirements.**

11.1.1 Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the City's Insurance Requirements, as modified by any applicable Special Provisions, of the Contract.

11.1.2 City may, in the Contract Documents, designate additional insured(s) along with City (and their respective employees, members, representatives, agents and affiliates) on all required insurance policies, and all coverage applicable to City under this Section 11.1 and the Insurance Requirements in the City's Insurance Requirements shall apply to such designated additional insured(s) as well.

11.1.3 Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

11.1.4 Subcontractors. Contractor's certificate(s) shall include all Subcontractors as additional insureds under its policies or Contractor shall furnish to City separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including the City Insurance Requirements.

**11.2 Bonds and Other Performance Security.**

11.2.1 Prior to execution of the Contract, Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.2.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.2.3 The bonds shall be made payable and be acceptable to City. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, *et seq.*

11.2.4 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of B++6 or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company.

11.2.5 Personal or individual bonds are not acceptable.

## **SECTION 12 - INDEMNIFICATION**

**12.1** To the fullest extent permitted by law, Contractor, its successors and assigns shall defend, indemnify and hold harmless the City and its agents, representatives, officers, directors, officials and employees from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. Contractors' duty to defend, indemnify and hold harmless City and its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

**12.2** Contractor shall also defend, indemnify and hold harmless City, any jurisdiction or agency issuing permits for any work involved in the project and their consultants and each of their directors, officers, officials, employees, representatives, directors and agents from and against all losses, expenses, damages (including damages to the Work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

**12.3** The indemnified party shall have the right to approve the legal counsel selected by Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

**12.4** The defense, indemnification, hold harmless provisions and City's Liability Insurance set forth herein shall survive any termination of the Contract.

## **SECTION 13 — DISPUTE RESOLUTION**

**13.1 Informal Dispute Resolution.** The parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will initially be referred to the City Project Manager and Contractor Project Manager as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

**13.2 Dispute Resolution Representative (DRR) Process.**

13.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project (Claim or Claims) shall, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through service of a DRR Notice as set forth below:

(a) For claims by the Contractor, the DRR Process shall be initiated by the party asserting the claim serving written notice on the City setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project; (iii) the specific relief requested, the amount thereof, and how such was calculated; (iii) the parties involved in the Claim, and how they are involved; (iv) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (v) efforts made to date to resolve the Claim.

(b) For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.

(c) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice (DRR Response) within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the Parties to the claim shall then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager and the representatives of the Contractor and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing and shall be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

### **13.3 Mediation.**

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under 13.2.4 above, or after the DRR is terminated pursuant to 13.2.5 above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Gila County Superior Court to appoint a mediator. The mediation shall occur within forty (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under 13.2.2 and 13.2.3 above, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Globe, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

#### **13.4 Arbitration.**

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administrated or conducted by the AAA, which arbitration shall be held in Gila County, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed or before the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per issue per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

#### **SECTION 14 — MISCELLANEOUS PROVISIONS**

**14.1 Assignment.** Neither Contractor nor City shall, without the written consent of the other assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

**14.2 Governing Law and Venue.** In the performance of the Contract, Contractor shall aProposals by and conform to any and all laws of the United States, State of Arizona, Gila County, and the City, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Gila County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.

**14.3 Survival.** All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Contract.

**14.4 No Waiver.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

**14.5 Project Communications.**

14.5.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.5.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative, but e-mail communications are not binding upon City and cannot change the terms of the Contract or the scope of work, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

## CITY REVISIONS TO MAG SPECIFICATIONS

- 1. Adoption of the MAG Specifications:** The Uniform Specifications for Public Works Construction issued by the Maricopa Association of Governments (“MAG Specifications”) have been adopted by the City and shall apply to the Work, to the extent applicable. In addition, to the extent the City has adopted its own City Specifications, and/or Supplements and/or Modifications to the MAG Specifications (collectively the “City Specifications”), those City Specifications shall apply to the Work when and where appropriate and Contractor shall fully comply therewith. Any questions or concerns the applicability of any specific MAG or City Specification to the Work shall be directed in writing to the Project Manager.
  
- 2. Request for Proposal, Contract, General Provisions, Special Provisions, and/or Specifications for the Project:** To the extent there is any conflict between: (i) the Invitation for Proposal, the Contract, the General Provisions to the Contract, the Special Provisions, and/or the Specifications for the Project; and (ii) the MAG Specifications as amended by the City, the specific provision applicable to the Project set forth in the Contract Documents enumerated in (i) prevail.
  
- 3. Specific Revisions to MAG Specifications:** The following special provisions modify the sections of the MAG Specifications.

### **Section 102.3 INTERPRETATION OF QUANTITIES IN PROPOSAL**

Add the following at the end of the section:

Notwithstanding any other provision in the Contract Documents, Contractor shall not be entitled to increase the unit prices on any basis, including increases, decreases or reallocation of any quantities, no matter what the quantum of the increase, decrease or reallocation may be.

### **Section 102.12 DISQUALIFICATION OF SUBMITTERS**

Add a new paragraph (C), to read as follows:

(C) Submission of any unit prices in the Proposal proposal which are unbalanced, either above or below the amount of a reasonable Proposal price as determined by the City Engineer, to the potential detriment of City.

### **Section 104.2 ALTERATION OF WORK**

Delete the second paragraph in Section 104.2.1 in total, and replace with the following:

No payment will be made for any changes in the Work, whether initiated by the City, the Engineer, or Contractor, unless and until a written change order has been fully executed and approved by the City.

### **Section 105.4 COORDINATION OF PLANS AND SPECIFICATIONS**

Add the following:

For any apparent error or omission in the plans and specifications, such corrections by the City Engineer may include adjustments in units, quantities and unit prices.

### **Section 108.1 NOTICE TO PROCEED**

Add the following subsection:

(C) Work shall not start until the Contract has been executed by both the Contractor and the City. The Contractor shall begin work as soon as practical after the starting date specified in the Notice to Proceed. All work under the contract shall be completed within the number of calendar days stated in the proposal, plus extensions, beginning the day following the starting date specified in the Notice to Proceed.

**Section 108.11 TERMINATION OF CONTRACT**

Add the following at the end of the first paragraph:

The City may also terminate the Contract for its convenience without cause. Contractor shall only be entitled to payment for the actual costs of Work actually completed as of the date of termination, and no payment shall be due or made for any anticipated costs, profits, overhead or other costs not actually incurred, and no payment shall be paid for idle time or labor cost, legal or accounting charges, claim preparation charges, subcontractor costs, lost profits, general conditions or overhead, Proposal and/or project investigation costs, acceleration or efficiency claims, or any other additional expense or claim related to the termination.

**Section 109.4 COMPENSATION FOR ALTERATION OF WORK**

Before Section 109.4.1, add the following:

Any deduction or increase in the Contract Price must be supported by a signed, written change order fully executed by the City, and supported by such backup as the Engineer, Project Manager, and the City may require. No adjustments in any unit prices will be allowed.

Delete Sections 109.4.1(A) and (B) and 109.4.2(A) in their entirety.

**Section 109.9 DOLLAR AMOUNT OF MAJOR ITEM**

Delete in its entirety.

**Section 110 NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION**

Delete the entire section and replace with the following:

All claims and disputes shall be resolved pursuant to § 13 of the General Conditions.



## INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the Contract, general liability and property insurance as shall protect Contractor and the City from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.
3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

### **Employer's Liability**

a. Each Accident	\$100,000
b. Disease for Each Employee	\$100,000
c. Disease Policy Limit	\$250,000

### **Contractors General Liability**

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000

### **Automobile Liability**

a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000

### **Contractual Liability**

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000

### **Workman's Compensation**

a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000

**4. Additional Provisions:**

- A. Additional Insured: Contractor shall name the City of Globe as an “Additional Insured” on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate(s) of Insurance, with corresponding endorsement relative to the additionally insured indemnification. Contractor shall name the City of Globe as certificate holder.
- B. Cancellation Notice of Material Change of Coverage: The Contractor shall keep said policy(ies) in force for the duration of the Contract and any possible extension thereof. Contractors’ required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City of Globe.
- C. Certificate(s) of Insurance: Certificates of Insurance shall be project specific. Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the City. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.
- D. Rating of Insurance Company(ies): Any and all insurance company(ies) supplying coverage to Contractor shall be approved to write insurance in the State of Arizona and must possess no less than an “A” rating in accordance with the A.M. Best rating guide.
- E. Deductible: Contractor shall be solely responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City of Globe. The City of Globe, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. Personal Property: In the event that materials or any other type of personal property (“personal property”) is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain “all risk” insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. City shall be named as additional insured under such insurance.
- H. Waiver of Subrogation: City and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.

- I. Right to Require Higher Limits: City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- i. Waiver of Requirements: The City Manager, in consultation with the Risk Manager and/or City Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the City.

## **SPECIAL PROVISIONS LIST**

The Special Provisions applicable to the Project and associated Construction Plans prepared by the Design Engineer are available through the Issuing Office.

**PROPOSAL FORM**

**CITY OF GLOBE**

**PROJECT #CS-2018-0028  
WATER BARN BUILDING KIT**

**THIS PROPOSAL IS SUBMITTED BY:**

\_\_\_\_\_  
a(n) \_\_\_\_\_ (Corporaiton, Limited Liability Company,  
Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license:  
ROC# \_\_\_\_\_, classification \_\_\_\_\_

\_\_\_\_\_  
NAME TITLE DATE

(Failure to fill in the information above, regarding the Submitter being a holder of Arizona State Contractor's License is grounds for rejection of the Proposal.)

The undersigned Submitter, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts:



**ACKNOWLEDGEMENT OF ADDENDA**

**PROJECT #CS-2018-0028  
WATER BARN BUILDING KIT**

\_\_\_\_\_ acknowledges that it has received the following addenda:  
(Contractor)

(Addendum #)	(Date)

Date: \_\_\_\_\_

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Title)





**STATUTORY BID BOND**

**STATUTORY PROPOSAL BOND**  
**PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES**  
(Penalty of this bond must be 10% of the Proposal amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ (hereafter "Principal"),  
as Principal, and \_\_\_\_\_, a corporation organized and existing under the  
laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_,  
(hereafter "Surety"), as Surety, are held and firmly bound unto the  
\_\_\_\_\_ (hereafter "Obligee"), in  
the amount of \_\_\_\_\_ (Dollars)  
(\$ \_\_\_\_\_), 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 submitted a Proposal for Contract No. CS-2018-0028 Water Barn Building Kit

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance if the Principal pays 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 Section 34-201, Arizona Revised Statutes, 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.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL  
SEAL  
BY: \_\_\_\_\_  
\_\_\_\_\_  
SURETY  
BY: \_\_\_\_\_  
\_\_\_\_\_  
AGENCY OF RECORD

**RESOLUTION OF BOARD OF DIRECTORS**

**CERTIFIED COPY OF RESOLUTION OF  
BOARD OF DIRECTORS OF**

\_\_\_\_\_  
(Name of Corporation)

RESOLVED that \_\_\_\_\_ of  
(Person Authorized to Sign) (Title)

\_\_\_\_\_ ("Corporation") is authorized to sign and submit  
the Proposal or proposal of this corporation for the following project:

**CITY OF GLOBE:  
PROJECT #CS-2018-0028  
WATER BARN BUILDING KIT**

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the meeting of its Board of  
Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

(THIS FORM MUST BE COMPLETED IF SUBMITTER IS A CORPORATION)



# W-9 FORM

Form <b>W-9</b> (Rev. November 2017) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 3	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. _____ 2 Business name/disregarded entity name, if different from above _____ 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check 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 not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Apply to accounts maintained outside the U.S.)</small> 5 Address (number, street, and apt. or suite no.) See instructions. _____ 6 City, state, and ZIP code _____ 7 List account number(s) here (optional) _____	Requester's name and address (optional) City of Globe 150 North Pine Street Globe, AZ 85501
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**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
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or								
<b>Employer identification number</b>								
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**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**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](http://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.