

**GILA COUNTY
INVITATION FOR BIDS**

RENO CREEK BANK PROTECTION

BID NUMBER 070921

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS
Tim R. Humphrey, Chairman
Steve Christensen, Vice Chairman
Woody Cline, Member

COUNTY MANAGER
James Menlove

INVITATION FOR BIDS

BID CALL NO. 070921

Sealed bids will be received by **Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501, until 3:00 P.M. (AZ Time), Thursday, August 26, 2021** for the **Bid No. 070921, Reno Creek Bank Protection, GILA COUNTY, ARIZONA**, in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 3:00 P.M. The Bids will be publicly opened and read aloud at 3:00 P.M., Arizona time, at the location and date listed above.**

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

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

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked **BID NO. 070921, RENO CREEK BANK PROTECTION**, All Bids shall be mailed or delivered to the **Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501**. Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

Contractors are invited to attend a ZOOM meeting for the opening of bids but absence will not be considered cause for disqualification. Information for attendance will be posted on the Gila County Purchasing website in an addendum.

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

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

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

Dates advertised in the Arizona Silver Belt: **August 11, 2021, and August 18, 2021.**

Signed: _____
Tim R. Humphrey, Chairman Board of Supervisors

Date: ____/____/____

Signed: _____
The Gila County Attorney’s Office

Date: ____/____/____

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bid documents. All proposals shall be made on the bid forms prepared by Gila County. The proposal must include the following forms in triplicate and **all with original signatures on hardcopy paper**:
 - Bid Proposal (page 25)
 - Bid Schedule (page 28)
 - Surety (Bid) Bond (page 29)
 - Qualification & Certification Form (pages 30 to 31)
 - Reference List (pages 32)
 - Affidavit of Non-Collusion (page 33)
 - Subcontracting Certification (page 34)
 - Check List & Addenda Acknowledgment (page 35)
 - Contract (pages 36-42)

Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.
2. **Proposal Guaranty** -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked "**Bid No. 070921**" -**Reno Creek Bank Protection**, on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by, **Thursday, August 26, 2021, at 3:00 P.M.** to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 3:00 P.M. AZ Time, Thursday, August 26, 2021. Bids will be opened at 3:00 P.M., Thursday, August 26, 2021.**
4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.

Notification to Bidders continued...

5. **Plans and Specifications** – A pdf version of plans, specifications and all other documents required by bidders may be obtained by email of bhurst@gilacountyaz.gov. No charge for a pdf version. Bids must be submitted by hardcopy on paper.
6. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
7. **Bid Opening Information** – “As Read” Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.
8. **Request for Clarifications**
Requests for clarification shall be made to Betty Hurst, Contracts Administrator in writing bhurst@gilacountyaz.gov (phone: 928-402-4355, fax: 928-402-4386). Questions can be submitted up until 3:00 P.M., AZ time, on Friday, August 20, 2021. **Addendums** will be issued to all plan holders as they come in, and prior to 3:00 P.M., AZ time, on Monday, August 23, 2021.

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SPECIAL PROVISIONS

RENO CREEK (OLD HWY 188) BANK PROTECTION

The proposed work is located in the unincorporated community of Punkin Center in the western part of unincorporated Gila County. The work for this improvement project will be performed along Reno Creek just east of Old Highway 188. The work consists of constructing new gabion basket bank protection including grading, seeding and other incidental work as shown on the project plans (see APPENDIX A) and as described in these Special Provisions.

SPECIFICATIONS:

The plans and these Special Provisions reference certain Standard Specifications and Standard Details developed by the Maricopa Association of Governments (MAG) and the Arizona Department of Transportation (ADOT). The following separate documents shall be used accordingly:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008.

Arizona Department of Transportation, Construction Standard Drawings, 2012 edition.

Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, 2021 Edition.

Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, 2021 Edition.

Wherever reference in the above cited Standard Specifications is made to MAG or ADOT it shall refer to Gila County as defined in Section 101-02 herein these Special Provisions.

In the event of any conflict between the plans and Standard Specifications, the plans shall prevail. In the event of any conflict between these Special Provisions and the plans or Standard Specifications, these Special Provisions shall prevail.

GENERAL REQUIREMENTS:

CONSTRUCTION WATER

The Contractor shall obtain an adequate water supply and furnish all construction water for the work specified herein. There will be no separate measurement or direct payment for obtaining, furnishing and applying construction water. The cost being considered as included in the total cost of the contract.

FIRE PREVENTION

If during the project fire restrictions are implemented, the Contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

CONTRACTOR'S YARD

Gila County shall provide land, right-of-way, and easements for all work specified in this contract, except that the Contractor shall provide additional land if required for the erection of temporary construction facilities for storage of his material, together with right of access to same. The Contractor shall not enter or occupy with men, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of Gila County. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Engineer damaged by vandalism or theft. The Contractor will take whatever measures are necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

See Section 901 Mobilization for additional information.

CONTRACT TIME

Contractor shall complete all project work, including material procurement, within sixty (60) calendar days from the date the Contractor receives the Notice to Proceed from the County.

TEMPORARY CONSTRUCTION EASEMENTS:

Gila County has acquired temporary construction easements (TCE) where needed to complete the work. The Contractor shall not disturb existing improvements within the TCE which are not in conflict with the project. The Contractor shall keep his operations within the limits of the temporary fence and TCE as delineated on the project plans. The Contractor shall restore the area within the TCE to its original condition when it is no longer needed for construction. No direct measurement or payment will be made for the restoration of the TCE area, the cost being considered as included in the price bid for the contract items.

VERIFICATION OF EXISTING FEATURES:

The locations and dimensions of existing roadway features shown on the plans are based on aerial photographs and field surveys. It shall be the Contractor's responsibility to field-verify the information given on the plans wherever that information affects the new work. Significant differences between the measured and plan information shall be submitted to the Engineer prior to proceeding with the work. Minor adjustments to proposed improvements to the extent they are required to match existing construction and do not affect the disposition of other project features, will not require review or approval by the Engineer.

ACCESS REQUIREMENTS:

The Contractor shall maintain access along Old Hwy 188 across Reno Creek and to all driveways during their hours of operations. Access to adjacent private driveways shall be provided during all non-working hours. Where property has more than one point of access, no more than one access may be restricted or closed at a time.

The Contractor shall coordinate through the Engineer to inform all property and business operators that may be affected by any restrictions at least 72 hours in advance as a result of construction activities of the scope of work, duration of construction activities, and the possible interference with their day-to-day activities. The Contractor shall coordinate with the Engineer to communicate any business or residential access restrictions in writing with the affected businesses or residents at least one week in advance of the restriction.

The Contractor shall coordinate with the Engineer to make a good faith effort to make personal contact with affected property owners or business operators. If primary access cannot be maintained, the Contractor shall provide an alternative that will be pre-determined with the business prior to instituting the closure or restriction. If the property owner or business operator cannot be contacted, then the Engineer shall be the sole judge for the approval of any closures or restrictions.

EROSION / SEDIMENT CONTROL AND STORMWATER QUALITY:

The Contractor shall give attention to the impact of the construction operations upon natural landscape, and shall take care to maintain natural surroundings undamaged at no additional cost to the Owner. The Contractor shall minimize soil disturbance by implementing Low Impact Development (LID) methods to control erosion as close as possible to the source of disturbance.

The Contractor shall use all means necessary to significantly reduce impacts by staging/stockpiling and carrying out project activities in such a way as to curtail/contain the potential for erosion and discharge of pollutants from the project site.

Fine particles including minor miscellaneous dirt, dust, rock fragments or construction debris that may be associated with stormwater discharges into catch basins shall be prevented/ controlled to maximum extent practicable (MEP) at no additional cost to the Owner.

When needed, the Contractor shall apply perimeter control Best Management Practices (BMPs) (Wattles) on the down-slope perimeter of construction disturbed areas, unpaved on-site staging, and stockpiling at no additional cost to the Owner. To prevent sediment from bypassing the wattle ends, the end of the wattles shall be turned up the slopes for a minimum of 3 feet to form an "L" shape. No portion of the wattle shall be installed within 6 feet from the edge of the pavement. Wattles shall not be placed over any driveways or access roads that intersect with the roadway mainline. Additionally, wattles shall **not** be placed on the flow path of inlets and outlets of drainage facilities. Perimeter control BMPs (wattles) shall be installed in accordance with the manufacturer's instructions. The Contractor shall adjust the field layout of erosion control and sediment prevention elements as approved by the Engineer. The Contractor shall also observe ADOT traffic safety standards when installing perimeter control BMPs in the traffic clear zone/recovery area.

During construction the contractor shall minimize vehicular travel or equipment operation on the unpaved soil areas to MEP. The Contractor shall develop and implement procedures to avoid earth disturbance, soil compaction, and damage to vegetative cover from vehicular travel or equipment operation during inclement weather or unsuitable soil conditions. The Contractor shall stabilize all construction disturbed soil areas at no additional cost to the Owner.

No grout, concrete or wash water shall be disposed within the project limits or its vicinity. The Contractor shall install concrete washout BMP as needed and under the direction of the Engineer at no additional cost to the Owner. This BMP shall include proper disposal of all excess grout, concrete, and wash water.

All Rock Mulch and Rock Riprap used for erosion/sediment control shall be placed and shaped as shown on the BMPs' plans/details. Rock Mulch/Riprap materials shall be fractured/crushed rocks in angular shape and as defined in the Section 810 of the ADOT Standard Specifications and these special provisions. Natural river-run materials, especially the rounded natural river rocks/cobblestones are not acceptable.

The Contractor shall not use unpaved areas within the project limits for staging or stockpiling without first installing erosion control and sediment prevention BMPs and as directed and approved by the Engineer. Staging and stockpiling on the unpaved areas shall be avoided to MEP.

EROSION/SEDIMENT CONTROL BEYOND THE PROJECT LIMITS:

The Contractor shall apply erosion/sediment and water quality protection BMPs as required by the commercial material source owner and environmental permit standard at no additional cost to the Owner.

The Contractor shall apply erosion/sediment and water quality protection BMPs for off-project-site staging, material storage, maintenance yard, disposal spots, and stockpiling areas as required by the facility owner and environmental permit standard at no additional cost to the Owner.

When needed, the Contractor shall only use off-project-site staging, material storage, maintenance yard, disposal spots, and stockpiling areas covered with existing environmental permit for operation.

SECTION 201 CLEARING AND GRUBBING:

Clearing and grubbing shall be in accordance with the requirements of Section 201 of the ADOT Standard Specifications and as modified herein.

201-3.02 Removal and Disposal of Materials: the second and third paragraphs of the ADOT Standard Specifications are revised to read:

In the disposal of all tree trunks, stumps, brush, limbs, roots, vegetation and other debris, the Contractor shall comply with the requirements of Title 49, Chapter 3, of the Arizona Revised Statutes, and with the Rules and Regulations for Air Pollution Control, Title 18, Chapter 2, Article 6, adopted by the Arizona Department of Environmental Quality pursuant to the authority granted by the Arizona Administrative Code.

Burning of trash, debris, plant material, wood, or any other waste materials will not be allowed.

SECTION 203 EARTHWORK:

Earthwork shall be in accordance with the requirements of Section 203 of the ADOT Standard Specifications.

SECTION 207 DUST PALLIATIVE:

207-1 Description:

The work under this section shall consist of applying all water required for the control of dust as considered necessary for the safety and convenience of the traveling public, and for the reduction of the dust nuisance to adjacent property.

207-2 Blank

207-3 Construction Requirements:

The use of pressure pumps and spray bars on all sprinkling equipment used for the application of dust palliative will be required. The use of gravity flow spray bars and splash plates will not be permitted.

Water applied for dust control shall be as approved or directed by the Engineer. The Contractor shall provide appropriate equipment for effective control of dust.

207-4 Method of Measurement and Basis of Payment:

No measurement will be made for application of dust palliative, including furnishing water and all necessary equipment and labor, the cost being considered as included in contract items.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and protection of traffic shall be in accordance with Section 701 of the ADOT Standard Specifications except as modified herein.

701-4 Method of Measurement: of the ADOT Standard Specifications is revised to read:

No measurement shall be made for Maintenance and Protection of Traffic. The contract unit of measurement shall be lump sum.

701-5 Basis of Payment: of the ADOT Standard Specifications is revised to read:

Payment for Maintenance and Protection of Traffic shall be lump sum and shall be full compensation for all work necessary to provide Maintenance and Protection of Traffic.

SECTION 810 EROSION CONTROL AND POLLUTION PREVENTION:

Erosion control and pollution prevention shall be in accordance with Section 810 of the ADOT Standard Specifications except as modified herein.

810-2.06(A) General: the first paragraph of the ADOT Standard Specifications is revised to read:

Sediment logs, sediment wattles, and fiber rolls shall be manufactured or constructed rolls of fiber matrix, secured with netting, and used for the purpose of controlling erosion by slowing high flow water velocity and trapping silt sediments. Netting for fiber rolls and sediment wattles shall have a minimum durability of one year after installation, and shall be tightly secured at each end of the individual rolls. All wheat straw used in sediment logs, sediment wattles, and fiber rolls shall comply with the requirements of Subsection 810-2.05(B).

SECTION 901 MOBILIZATION:

Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications except as modified herein.

The Contractor shall be responsible for providing a construction yard and/or staging area as needed for this project at no additional cost to the Owner, the cost being considered included in the cost of contract item 9010001.

901-5 Basis of Payment: of the Standard Specifications is revised to read:

Payment for mobilization, measured as provided above, will be made at the contract lump sum price, which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all the work involved as specified herein.

Partial payments under this item will be made in accordance with the following provisions. Reference herein to the adjusted contract shall mean the original contract amount exclusive of mobilization:

The first payment of the lump sum price for mobilization will be paid after the Preconstruction Conference provided that all submissions required under Subsection 108.03 are submitted by the Contractor at the Preconstruction Conference to the satisfaction of the Engineer. The amount paid for the first partial payment will be in accordance with Table 901-1.

The second payment of the lump sum price for mobilization will be made when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the contract work. The amount paid for the second partial payment will be in accordance with Table 901-1.

The third payment of the lump sum price for mobilization will be made on the first estimate following completion of 5 percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the third payment will be in accordance with Table 901-1.

The fourth payment of the lump sum price for mobilization will be made on the first estimate following completion of 10 percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the fourth payment will be in accordance with Table 901-1.

The total sum of all payment shall not exceed the original contract lump sum price for mobilization, regardless of the fact that the Contractor may have, for any reason, shut down its work on the project or moved its equipment away from the project and back again.

TABLE 901-1		
AMOUNT ALLOWED FOR MOBILIZATION DURING THE LIFE OF THE CONTRACT		
Contract Amount: \$	% Of Contract	Basis Of Payment
0 - 5,000,000	12% *	25% of the lump sum price for mobilization or 3% of the original contract amount, whichever is less.
5,000,000 +	10% *	25% of the lump sum price for mobilization or 2.5% of the original contract amount, whichever is less.

* If the price bid for mobilization exceeds this percentage, any excess will be paid to the Contractor upon completion of the contract.

The adjustment provisions in Section 104 and the retention of funds provisions in Section 109 shall not apply to the item of mobilization.

When other contract items are adjusted as provided in Section 104, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by the Contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 104.

When mobilization is not included as a contract item, full compensation for any necessary mobilization required will be considered as included in the prices paid for the various contract items involved and no additional compensation will be made.

ITEM 9130005 RIPRAP (GABIONS):

Description:

The work under this items shall consist of furnishing and installing gabion protection as shown on the project plans and in accordance with the requirements of the ADOT Standard Specifications and these Special Provisions.

Materials:

(A) Metal Items:

At the Contractor's option, either woven wire mesh or welded wire mesh (welded mesh) may be used. For each individual gabion, the same mesh style shall be used for the base, front, ends, back, diaphragms, and lid panels. Each gabion shall be divided into cells of equal length, no greater than 3 feet, by diaphragm panels.

Mesh: Individual wires of either mesh style (woven or welded) shall conform to the definitions and requirements of ASTM A641 for "carbon steel", zinc-coated wire. All zinc coated gabion shall conform to ASTM A975 Style 1 (zinc coated gabions) for woven gabion and ASTM A974 Style 1 for welded gabion and shall meet the following requirements:

Characteristic	Test Designation	Requirement
Minimum tensile strength	ASTM A370	60,000 psi
Zinc Coating	ASTMA641	Class 3
Wire Size (Minimum)	USA Steel Wire Gage	11
Wire Diameter	ASTM A 641	0.120 inch
(Minimum)	ASTM A 641, Table 3	0.116 inch
Galvanizing	ASTM A 641, Table 1 And ASTM A90	0.85 oz/sf
Wire Size (Minimum)	USA Steel Wire Gage	9
Wire Diameter	ASTM A 641	0.148 inch
(Minimum)	ASTM A 641, Table 3	0.144 inch
Galvanizing	ASTM A 641, Table 1 And ASTM A 90	0.90 oz/sf

Mattress-style gabion baskets that are 12 inches high shall be manufactured from either 11 gage welded mesh or twisted mesh. Cubical-celled gabion baskets that are 36 inches high by 36 inches wide shall be fabricated from 11 gage twisted mesh or welded mesh gages between 11-gage and 9-gage, inclusive.

Twisted-mesh wires shall form a uniform hexagonal pattern and shall be formed with a non-raveling twist. The area of the hexagonal opening shall not exceed 3-¼ inch. Twisted-mesh gabion panels shall be manufactured from 11-gage wires with 9-gage selvage wires.

Welded-mesh wires shall form a grid pattern. Welds shall be made by resistance welding. Welds and panels shall also conform to ASTM A 185, "Steel Welded Wire Fabric -Plain for Concrete," except weld shears shall be 600 pounds force for 11-gage wires and 800 pounds force for 9-gage wires.

Joints: Wires used to form joints shall conform to the definitions and requirements of ASTM A 641 for "carbon steel", zinc-coated wire and shall meet the following requirements:

Characteristic	Test Designation	Requirement
Minimum tensile strength	ASTM A370	60,000 psi
Zinc Coating	ASTMA641	Class 3
Tie Wire		
Wire Size (Minimum)	USA Steel Wire Gage	13.5
Wire Diameter	ASTMA641	0.086 inch
(Minimum)	ASTM A 641, Table 3	0.083 inch
Galvanizing	ASTM A 641, Table 1 And ASTM A90	0.70 oz/sf
Spirals		
Wire Size (Maximum)	USA Steel Wire Gage	9
Wire Diameter	ASTM A641	0.148 inch
(Minimum)	ASTM A 641, Table 3	0.144 inch
Galvanizing	ASTM A 641, Table 1 And ASTMA90	0.90 oz/sf

Spiral binders shall have a 3-inch separation between continuous, successive loops. Overlapping fasteners (rings) may be used in lieu of, or to complement, lacing wire for basket assembly and installation. The spacing of the fasteners during all phases of assembly and installation shall be in accordance with spacing based pull apart resistance of 1,400 lb/ft for galvanized mesh when tested in accordance with ASTM A975 section 13.1.2, with a nominal spacing of 4 in., and not to exceed 6 in.

- Galvanized Fasteners: Diameter = 0.120 in. in accordance with ASTM A313, Type 302, Class I.
- Tensile strength: 230,000 to 273,000 psi in accordance with ASTM A764-95(2001).
- Proper installation of rings: A properly formed ring fastener shall have a nominal overlap of one (1) in. after closure.

Internal cross tie connecting wires or preformed stiffeners shall be at least 13.5-gage. Each wire shall also meet the minimum requirements of the wire in this specification. Internal connecting shall be provided on a 1-foot grid.

The Contractor may request acceptance of alternative fasteners. Alternative fasteners for woven and welded gabions must be tested in accordance with ASTM A975 Table 2 panel to panel connection. Contractor shall provide copy of the tests made by a recognized laboratory 15 days prior to construction

of gabions. The Contractor's request shall describe how and where the proposed alternative fasteners will be used.

Gabions which have been constructed with unacceptable alternative fasteners shall be removed or reconstructed at no additional cost to the Department at the discretion of the Engineer.

Certificates of Compliance conforming to the requirements of Subsection 106.05 shall be submitted.

(B) Soil Anchor Stakes:

Soil anchor stakes shall meet the requirements of Subsection 913-2.02 (F) of the ADOT Standard Specifications.

(C) Gabion Baskets:

Acceptable gabion basket dimensions of width, height and length are as shown on the project plans. The height, width, or length of individual gabions shall not vary more than 5 percent from the dimensions in these specifications or as shown on the plans.

Woven mesh wire baskets shall consist of a uniform hexagonal wire mesh woven in a double twist pattern with openings of approximately 2 ½ inches by 3 ¼ inches, fabricated in such a manner as to be non-raveling, and designed to provide the required flexibility and strength.

Welded wire baskets shall consist of wire spaced at 3 inches center to center.

Empty gabion baskets shall be manufactured individually, in the factory with base, front, ends, back, and diaphragms all connected together on one side minimum, lids may be assembled on the site. Gabion baskets shall be assembled such that the strength and flexibility along the joints are in accordance with ASTM A975 (woven gabion) and A974 (welded gabion) panels to panels connection.

(D) Riprap:

Riprap shall meet the requirements of Subsection 913-2.01 (E) of the ADOT Standard Specifications.

(E) Bedding Material and Earthwork:

Bedding Material shall consist of granular material having a maximum dimension of two inches and shall be free of clay or organic material.

The earthwork/grading included with this item shall consist of providing a specific soil cover over the in-place gabion or gabion mattress bank protection as shown in the project details and plans, excavation and backfilling required to construct the toe-down, and all excavation and backfilling required to attain required compaction.

Excavation and backfilling required as shown on the project plans shall be in accordance with ADOT Standard Specifications Subsections 203-4 and 203-10.

Control of groundwater necessary to complete the excavation and placement of the gabions will be considered incidental to the gabion construction.

(F) Filter Fabric:

Geotextile filter fabric shall meet the requirements of Subsection 913-2.05 of the ADOT Standard Specifications.

Construction Requirements:

(A) General:

Areas on which bank protection is to be constructed shall be cleared, grubbed, and excavated or backfilled in accordance with the requirements of the appropriate sections of these Special Provisions and ADOT Standard Specifications to produce a ground surface in reasonable conformance with the lines and grades shown on the project plans or established by the Engineer.

Gabion construction may require excavation below the water table. Dewatering or other methods to control the groundwater may be required. Placement of gabions through water will not be permitted unless otherwise approved by the Engineer.

(B) Gabions:

The gabion bed shall be excavated to the width, line and grade as shown on the plans. The gabions shall be founded on this bed and laid to the lines and dimensions required. Excavation for toe shall be made to the neat lines of the toe.

Gabions shall be preassembled in the factory with sides, ends, and diaphragms all connected together, on side minimum where they can be assembled at the construction site into rectangular units of the specified sizes. Lids may be assembled on site. Gabions are to be of single unit construction; the base, ends and sides either to be woven into a single unit or one edge of these members connected to the base section of the unit.

Where the length of the gabion exceeds its horizontal width, the gabion is to be equally divided by diaphragms, of the same mesh and gauge as the body of the gabions, into cells whose length does not exceed the horizontal width. The gabion shall be furnished with the necessary diaphragms secured in proper position on the base section in such a manner that no additional tying at this juncture will be necessary. All perimeter edges of gabions shall be securely selvaged or bound so that the joints formed by tying the selvages have the minimum connection strength.

Gabions shall be placed to conform to the specifications and dimensions shown on the project plans. Rock for gabions shall be placed in close contact in the unit so that maximum fill is obtained. The units may be filled by machine with sufficient handwork to accomplish requirements of this specification. Units shall be overfilled to a level surface by 1.5 to 2 inches before closing the lid to compensate for settlement.

The exposed face or faces shall be hand-placed using selected rocks or prevent bulging of the gabion cell and to improve appearance.

Each cell of the 3-foot deep gabions shall be filled in three (3)-12 inch lifts. Two connecting tie wires shall be placed between each lift in each cell. All connecting tie wires shall be looped around two mesh openings and the ends of the wires shall be securely twisted to prevent loosening. Care shall be taken to protect the vertical panels and diaphragms from being bent during filling operations.

The last lift of rock in each cell shall be placed level with the top of the gabion in order to properly close the lid and provide an even surface for the next course.

All gabion units shall be tied together each to its neighbor along all contacting edges in order to form a continuous connecting structure.

Empty gabions stacked on filled gabions shall be laced to the filled gabion at the front, side and back. Interlocking rings or overlapping rings may be used for assembly of individual gabions. There shall be a ring in each mesh opening along the joint in lieu of tie wire or spiral binders. The use of alternative joint fasteners shall be approved by the Engineer in writing.

(C) Filter Fabric:

Filter fabric shall be placed on all areas to receive gabions, as shown on the project plans, prior to placement of the gabion. The surface to receive the filter fabric shall be free of obstructions, depressions, and debris. The fabric shall be loosely laid and not placed in a stretched condition.

The strips of filter fabric shall be placed to provide a minimum 24-inch overlap along each joint. On horizontal joints, the uphill strip shall overlap the downhill strip. On vertical joints the upstream strip shall overlap the downstream strip. The fabric shall be protected at all times during construction from extensive exposure to sunlight.

Placement of the gabions shall be done in such a manner as not to damage the fabric. If in the opinion of the Engineer, the fabric is damaged or displaced during the placement of the gabion or gabion mattress to the extent that it cannot function as intended the Contractor shall remove the rock and replace the filter fabric.

The filter fabric shall be attached to the bottom and side of the gabions that make up the outside perimeter of a finished bank protection unit. Typically, this attachment will be made horizontally along the top-of-bank and end-of-apron, and vertically along the upstream and downstream limits of each continuous unit of bank protection.

(D) Testing:

When requested by the Engineer, the Contractor shall provide a copy of all tests made by an approved laboratory for the following properties:

For woven gabions all tests for zinc coating, mesh tensile strength, panels to panels connection and salt spray test when alternative fastener is used shall be made in accordance with ASTM A975 for Double-Twisted Hexagonal Mesh Gabions and Revert Mattresses.

For welded gabions all tests for zinc coating, welds shear strength and panels to panels connection shall be made in accordance with ASTM A974 for Welded Wire Fabric Gabions and Gabion Mattresses.

All tests shall not be older than 5 years.

(E) Plans and Working Drawings:

Prior to fabrication of the baskets, the Contractor shall prepare shop and working drawings in accordance with the requirements of Subsection 105.03 of the ADOT Standard Specifications. The shop drawings shall show complete fabrication and erection details for the frames including detailed dimensions and sizes of component parts.

Method of Measurement:

Riprap (Gabions) will be measured by the cubic yard by computing the volume of the rock filled wire baskets as shown on the respective details of the project plans.

Basis of Payment:

Riprap (Gabions) measured as provided above, will be paid for at the contract unit price per cubic yard for the work unique to each of the two details. This price shall be full compensation for the work, complete in place, including excavation and dewatering or groundwater control as defined in this section, removal of existing gabions as shown on the project plans, backfilling gabions, furnishing and installing the gabion baskets, mattresses, rock, riprap drains, filter fabric, granular beddings, wire ties, anchor stakes, and miscellaneous metal items and associated work and testing described herein and as shown on the project plans.

ITEM 9240010 FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS):

Description:

The work under this item shall serve as a contingency fund for Change Orders, as directed by the Owner's Engineer, in regards to unforeseen conditions and changes to the Scope of Work required to complete the work originally intended.

Measurement and Payment:

Measurement and payment for unforeseen conditions will be made on a Force Account basis in accordance with Section 109-04 of these Special Provisions.

SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:

925-1 Description:

The work under this section shall consist of furnishing all materials, personnel, and equipment necessary to perform all surveying, staking, establishment of all pit boundaries, laying out of haul roads, and verification of the accuracy of all existing control points which have been provided by the Department. The control point verification process shall include locating and making ties to all section line, right-of-way, and roadway monuments in the vicinity of the proposed work. Included in this work shall be all calculations required for the satisfactory completion of projects, including grade and drain, overlay, safety, landscape, rest areas, structures, surfacing projects, or combinations thereof, in conformance with the plans and specifications. The work shall include establishing and marking 'as-built' elevations on bridges, and culverts. The work shall be done under the direction of a registered professional engineer or a registered land surveyor employed by the Contractor. The crew chief shall be (National Society of Professional Surveyors) NSPS Certified Level III, (National Institute for Certification in Engineering Technologies) NICET Certified Level III, or a registered Land Surveyor-in-Training. A minimum of 50 percent of the survey crew shall be either NSPS Certified Level II or NICET Certified Level II. All work affecting real property boundaries as described in Arizona State Board of Technical Registration Standards shall be performed under the direction of a registered land surveyor licensed in the State of Arizona.

When construction of new right-of-way monuments is included with the project, the Department will establish all initial right-of-way monuments prior to construction and forward a right-of-way staking plan to the Contractor. Prior to completion of the construction project, as directed by the Engineer, the Department will supply, install, and stamp the final right-of-way markers.

All other existing cadastral corners, such as section corners, quarter corners, intersecting street centerline monuments, and property corners that are destroyed by the Contractor shall be re-established by a registered land surveyor employed by the Contractor.

Measurement of all pay quantity items will be the responsibility of the Department.

When utility adjustments are a part of the contract, the Contractor shall perform all layout work and set all control points, stakes and references necessary for carrying out all such adjustments.

The Contractor shall not employ or engage the services of any person or persons in the employ of the Arizona Department of Transportation for the performance of any of the work as described herein.

925-2 Materials, Personnel and Equipment:

Materials and equipment shall include, but shall not necessarily be limited to, vehicles for transporting personnel and equipment, properly adjusted and accurate survey equipment, straightedges, stakes, flagging, and all other devices necessary for checking, marking, establishing and maintaining lines, grades and layout to perform the work called for in the contract. The Contractor shall furnish competent personnel to perform the survey work and layout.

Traffic control devices and procedures for construction surveying shall be in accordance with the requirements of the MUTCD and associated ADOT Supplement.

Field books or other electronic data collection records used by the Contractor for recording survey data and field notes shall be available for inspection by the Department at any time and shall become the property of the Department upon completion of the work.

925-3 Construction Requirements:

925-3.01 General:

Prior to beginning any survey operations, the Contractor shall furnish to the Engineer, for approval, a written outline detailing the method of staking, marking of stakes, grade control for various courses of materials, referencing, structure control, pavement markings, and any other procedures and controls necessary for survey completion. A part of this outline shall also be a schedule which will show the sequencing of the survey and layout work, throughout the course of the contract, listing a percentage of completion for each month. Section 1150, Chapter 11 of the ADOT Construction Manual shall be used by the Contractor as a guide in the preparation of this outline. The ADOT Construction Manual is available on the Department's website, through the Construction and Materials Group.

When design survey is established and shown on project plans, the Department will provide a minimum of 3 control points within 1 mile of the project site, and centerline geometry information for the Contractor's use. Department furnished control points set in the field will be identified to the Contractor. On projects without design survey, the Department will identify record drawings from which the Contractor can establish construction survey.

The Contractor shall verify the accuracy of the control points established by the Department prior to use. The Contractor shall, as part of the control point verification process, locate and make ties to any section line, right-of-way, and roadway monuments which will be affected by the proposed work. After verification of these points, the Contractor shall notify the Department in writing of the results.

The Contractor shall establish an accurate construction centerline and bench marks for the proper layout of the work as described herein.

Traverse and control points established by the Contractor shall be provided to the Department as follows:

For horizontal control, the Contractor shall run a traverse from which construction centerline can be established. The control points, delineated by iron pins, marks in concrete, or similar devices, shall be located to minimize the likelihood of their destruction during construction activities. Coordinates of these points or ties to construction centerline shall be provided to the Department.

For vertical control, the Contractor shall establish bench marks for the entire length of the project at horizontal intervals not to exceed 2,500 feet.

Traverse or control points set by the Contractor shall be identified in the field to the Department.

When GPS is utilized, the Contractor will furnish the GPS localization results to the Department at least seven days before beginning construction layout survey work. The Engineer may order the GPS localization calibration and associated 3D model to be broken into two or more zones to maintain the localized relationship between control points and original ground.

The established initial right-of-way monuments shall be protected in place and re-established by the Contractor, if disturbed, at no additional cost to the Department.

For locating and establishing ties to section line, right-of-way, and roadway monuments, the Contractor shall follow the standards listed in Subsection 925-3.02(B).

Throughout the work, when design survey is established and shown on project plans, the Contractor shall set all stakes including centerline stakes; offset stakes; reference point stakes; slope stakes; pavement lines, curb lines and grade stakes; stakes for sewers, roadway drainage, pipe, under drains, clearing, paved gutter, guardrail, fence, survey monuments and culverts; blue tops for subgrade, subbase and base courses; control points for bridges, bridge piers, abutments, footings, pile cutoff, pile layout, pier caps, bridge seats, bridge beams, girder profiles and screed elevations; supplemental bench marks; permanent as-built elevation marks; and all other horizontal or vertical controls necessary for complete and accurate layout and construction of the work. Regardless of the staking method, construction stakes shall be marked in such a manner that all construction personnel can easily identify the stake location, elevation, and other appropriate information. The coordinates of any new control points established by the Contractor during the course of the work shall be given to the Engineer within five working days of control point establishment.

On surface treatment projects, and other projects without horizontal control, stakes indicating locations shall be placed every 500 feet, unless otherwise defined in the Special Provisions. Locations may be painted on the pavement in place of staking when approved by the Engineer.

If errors are discovered during the verification process, and control points do not agree with the geometrics shown in the plans, the Contractor shall promptly notify the Engineer in writing, and explain the problem in detail. The Engineer will advise the Contractor within five working days of any corrective actions which may be deemed necessary.

Directed changes to the work shall be reimbursed under Subsection 925-5 and additional contract time may be considered for any delays.

The Contractor shall be responsible for the proper layout and accuracy of all property markers which are required by the project plans.

Structure sites shall be accurately profiled and cross-sectioned, and structure control points shall be set and checked to assure the proper construction or installation of each structure. Profiles shall be approved by the Engineer prior to constructing or installing each structure. All profile survey data shall be entered in field books, or electronic reports satisfactory to the Engineer and preserved as a permanent project record.

The Contractor shall exercise care in the preservation of stakes, references and bench marks and shall reset them when any are damaged, lost, displaced or removed.

On all projects, the centerline layout for the final surface course shall be established by instrument survey by the Contractor and shall serve as marks for permanent traffic centerline striping. On projects requiring Contractor striping, the Contractor shall set points at intervals of not greater than 50 feet for each traffic lane at the beginning and ending of each yellow stripe, and at the beginning and ending of gores and tapers.

The Contractor shall also provide control points on the roadway, satisfactory to the Engineer, corresponding to the locations of all transition points for all lines of striping, including the beginnings, ends, breaks, and changes in the striping, including all tapers in the striping, and pavement edges when necessary to establish striping.

A minimum of two weeks prior to any paving activities, the Contractor, the Contractor's surveyors, the pavement marking sub-Contractor, and the Engineer shall meet to discuss the survey control for the applications of all temporary detour and permanent striping. At this meeting the Contractor shall provide a written plan, satisfactory to the Engineer, to provide survey control and layout of the temporary detour and permanent striping in a timely manner.

On projects that include no-passing zones, the Contractor shall also coordinate the survey layout of such zones with the ADOT No Passing Zone Crew. The Contractor shall contact the ADOT No Passing Zone Crew at the phone number provided on the project plans at least five working days before placement of the related pavement marking.

On projects where traffic is being carried through the work zone, pavements shall be marked for traffic centerline delineation before the end of each work shift. Temporary pavement markings shall conform with the requirements set forth under Subsection 701-3.05 of these specifications and any subsequent modifications thereto.

Any discrepancies in grade, alignment, earthwork quantities, locations or dimensions detected by the Contractor shall immediately be brought to the attention of the Engineer. No changes in the project plans will be allowed without the approval of the Engineer. Requests for verification of earthwork quantities shall be in accordance with Subsection 203-2.01.

The Department reserves the right to make inspections and random checks of any portion of the staking and layout work. If, in the Engineer's opinion, the work is not being performed in a manner that will assure proper controls and accuracy, the Engineer will order any or all of the staking and layout work redone at no additional cost to the Department.

If any portion of the Contractor's staking and layout work is ordered redone, resulting in additional rechecking by the Department, the Department shall be reimbursed for all costs for such additional checking. The amount of such costs will be deducted from the Contractor's monthly estimate.

Inspection of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of its responsibility to secure the proper dimensions, grades and elevations.

925-3.02 Resetting Monuments:

(A) General:

The Contractor shall be responsible to maintain all existing monumentation, including section line, right-of-way, and roadway monumentation. Monumentation disturbed during construction shall be re-established by the Contractor, and recorded at the appropriate county recorder's office, at no additional cost to the Department.

(B) Monumentation Standards:

Section corner, quarter corner, and property corner monuments shall be re-established following the procedures in the Manual of Surveying Instructions 2009, published by the U.S. Department of the Interior, Bureau of Land Management, and all applicable statutes and requirements specified in the current Arizona State Board of Technical Registration's "Arizona Boundary Survey Minimum Standards." The Contractor shall also follow the ADOT Right-of-Way Standards when re-establishing right-of-way monuments.

(C) Procedures:

Section line, right-of-way, and roadway monumentation re-established by the Contractor shall bear the registration number of the Land Surveyor in responsible charge of the location.

Monuments used to define section lines shall be stamped in accordance with Manual of Surveying Instructions 2009, published by the Department of Interior, Bureau of Land Management. Roadway monumentation shall be stamped in accordance with the requirements of the appropriate municipal jurisdiction. Right-of-way monuments shall be stamped in accordance with the ADOT Right-of-Way Standards.

Monuments that are re-established shall be recorded at the appropriate county recorder's office, and a copy of the Corner Recordation documentation shall be submitted to the Engineer within five working days of recordation.

925-3.03 Office Survey Work:

The Contractor shall be compensated for office work associated with project survey under the following circumstances:

- (A) When the project plans fail to provide sufficient information to lay out the project or any part thereof.
- (B) When the Contractor performs office survey work based on erroneous plans information which results in the duplication of work.

- (C) If the Department should change any plans information for which the Contractor has already performed office work which results in the duplication of that work.

The Contractor shall not be due compensation for any office survey work that includes the following:

- (A) When information provided in the plans is sufficiently complete and accurate to allow additional information necessary for the complete layout of the project to be routinely calculated.
- (B) When the Contractor fails to inform the Engineer of discovered plan errors prior to the performance of extra office survey work.

The Contractor shall inform the Engineer in a timely manner of any omissions, ambiguities, or errors which the Contractor feels may result in extra office survey work, so as not to delay the project or create unnecessary calculations.

All office survey work shall be documented by the Contractor and verified by the Engineer for compensation. Documentation shall consist of at least a detailed office diary specifically addressing the work involved in the alleged problem area. The Contractor may be required to provide the calculations, charts, graphs, drawings, or other physical evidence which verifies the extra work.

925-3.04 Survey Manager:

The Contractor shall be compensated for a survey manager when deemed necessary for extra work ordered by the Engineer. The use of a survey manager, along with all survey manager duties required as a result of the additional work, must be authorized in advance by the Engineer. The survey manager shall be a Registered Land Surveyor in the State of Arizona.

925-4 Method of Measurement:

Construction surveying and layout will be measured on a lump sum basis.

One-, two-, and three- person survey parties, survey managers, and office survey technicians will be measured by the hour to the nearest half hour.

925-5 Basis of Payment:

Payment for construction surveying and layout will be made at the contract lump sum price and will be made as follows:

The approved schedule showing the sequencing and percentage of the survey and layout work, as submitted under Subsection 925-3.01, shall be the basis on which monthly progress payments shall be made. This schedule shall be subject to periodic review, at the request of the Contractor or the Department, if the survey and layout work lags or accelerates. If necessary the schedule will be revised to reflect changes in survey and layout progress. When approved by the Engineer, the revised schedule will become the basis of payment.

If additional staking and layout are required as a result of additional work ordered by the Engineer, such work will be paid under items listed in the table below.

ITEM	PREDETERMINED RATE
9250101-ONE-PERSON SURVEY PARTY	\$110 per hour
9250102-TWO-PERSON SURVEY PARTY	\$150 per hour
9250103-THREE-PERSON SURVEY PARTY	\$190 per hour
9250106-SURVEY MANAGER	\$175 per hour
9250105-OFFICE SURVEY TECHNICIAN	\$85 per hour

Payment will be made at the respective predetermined unit prices listed in the table above. No additional payment will be made for overtime hours. Should such additional work require the Contractor to pay travel and subsistence costs for the survey party or survey parties utilized, payment for travel and subsistence will be made under the provisions of Subsection 109.04, except that no mark-up will be allowed for profit and overhead. The Engineer will determine whether the additional work shall be performed by the Contractor or by Department forces.

The amount per hour for a one-person, two-person, or three-person survey party includes the cost of all work necessary to complete the extra work.

Traffic control and flagging, including any necessary because of the additional staking and layout required as a result of extra work ordered by the Engineer, or additional work resulting from contract expansion and ordered by the Engineer, shall conform to the requirements of Section-701, Maintenance and Protection of Traffic, and will be measured and paid under the respective contract items.

No payment will be made for the resetting of stakes, references, bench marks, and other survey control unless directed by the Engineer.

The amount per hour for a survey manager and an office survey technician shall include all necessary office supplies and equipment.

Unless otherwise directed by the Engineer, requests for payment for additional survey work performed shall be submitted prior to the end of the monthly estimate billing period during which the work is performed.



**Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.**

CONTRACT FORMS LIST

Proposal	P-1 to P-3
Bidding Schedule	BS-1
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
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Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
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Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **Bid No. 070921 Reno Creek Bank Protection**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

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

Proposal continued...

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

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

If by a Corporation:

(SEAL)

Corporate Name: _____

Corporate Address: _____

Incorporated under the laws of the State of: _____

By (Signature): _____ **Date:** _____

President: _____

Secretary: _____

Treasurer: _____

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1)

**RENO CREEK BANK PROTECTION
GILA COUNTY, ARIZONA**

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

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of \$ _____

WRITTEN TOTAL CONTRACT PRICE

_____ **Dollars**

and _____ **Cents.**

This Contract Price is based upon the Bidder’s lump sum basis. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order.

GILA COUNTY

SURETY (BID) BOND (BB-1)

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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,

as Principal, hereinafter called the Principal, and _____,

a corporation duly organized under the laws of the State of _____,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 070921, RENO CREEK BANK PROTECTION

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact
Subscribed and sworn to before me
this ____ day of _____, 20____

My commission expires: _____

Notary Public

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

Purpose

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

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

Bid Number 070921-RENO CREEK BANK PROTECTION

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

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

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

6. Contractor Experience Modifier (e-mod) Rating in Arizona: _____

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Arizona Contractor License Number: _____

Signature of Authorized Representative

Printed Name

Title

**GILA COUNTY
REFERENCE LIST (RL-1)**

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

References

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

- 1. **Company:** _____
Contact: _____
Phone: _____
Address: _____

- 2. **Company:** _____
Contact: _____
Phone: _____
Address: _____

- 3. **Company:** _____
Contact: _____
Phone: _____
Address: _____

- 4. **Company:** _____
Contact: _____
Phone: _____
Address: _____

Name of Business

Signature of Authorized Representative

Title

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

(Name of Individual)
being first duly sworn, deposes and says:

That he is _____
 (Title)
of _____ and
 (Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 070921, RENO CREEK BANK PROTECTION** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

 (Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission expires:

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

At the time of the submission of **Invitation for Bid No. 070921, Reno Creek Bank Protection** my intention concerning subcontracting a portion of the work is as indicated below.

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

Yes it is my intention to subcontract a portion of the work.

No it is not my intention to subcontract a portion of the work.

Name of Business

Signature of Authorized Representative

Title

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
Proposal	_____
Bidding Schedule	_____
Surety (Bid) Bond	_____
Qualification & Certification Form	_____
Reference List	_____
Affidavit of Non-Collusion	_____
Subcontractor Certification	_____
Bidders Checklist & Addenda Acknowledgment	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials and Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2021.

CONTRACTOR:

BY:

Each complete bid shall be sealed in an envelope and bearing the following statement on the outside of the envelope: **Bid No. 070921, Reno Creek Bank Protection.** All complete bids shall be filed at **Gila County Procurement, Copper Building Conference Room, 1400 E. Ash St., Globe, AZ 85501, before Thursday, August 26, 2021 at 3:00 P.M.**

**GILA COUNTY
CONTRACT NO. 070921 (C-1 TO C-7)**

THIS AGREEMENT, made and entered into this _____ day of _____, **2021**, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and _____ of the City of _____, County of _____, State of Arizona, party of the second part, hereinafter designated the **CONTRACTOR**.

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

ARTICLE I - SCOPE OF WORK: The **Contractor** shall furnish any and all materials, labor, construction equipment, and services, required for performing all work for construction for **Bid No. 070921- Reno Creek Bank Protection**, in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number **070921** will become the Contract Number.

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

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

Contract continued...

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

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

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

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

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

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

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

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

Contract continued...

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

2. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Betty Hurst, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Contract continued...

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

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

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

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

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

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

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **sixty (60) Calendar Days of the commencement date as specified on the Notice To Proceed**. Engineer will provide a construction schedule during the preconstruction meeting. Grant funding ends on December 20, 2021 so project must be complete.

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

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

Contract continued...

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$_____ **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for:

BID NO. 070921 RENO CREEK BANK PROTECTION

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Tim R. Humphrey, Chairman, Board of Supervisors

Contractor Signature

Print Name

ATTEST:

Witness (If Contractor is Individual)

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Gila County Attorney’s Office

**STATUTORY PERFORMANCE BOND (CPB-1)
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES**

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **Bid No. 070921 Reno Creek Bank Protection**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

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

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

Witness our hands this _____ day of _____, 2021.

Principal Seal

Surety Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

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

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **Bid No. 070921 Reno Creek Bank Protection**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

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

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

Witness our hands this _____ day of _____, 2021.

Principal Seal

Surety Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

**GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)**

I, _____, representing
_____ (company name)

do hereby warranty the work performed for the:

BID NO. 070921 RENO CREEK BANK PROTECTION,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

(Officer, Partner, Owner)

Date

Request for Taxpayer Identification Number and Certification

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

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

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) ▶ _____ 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. <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>(Applies to accounts maintained outside the U.S.)</small>
	5	Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

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.

Social security number	
	-
or	
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	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.

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.

APPENDIX A

PROJECT PLANS