



BID PROPOSAL (BP1-3)

TO THE GILA COUNTY PURCHASING DEPARTMENT:

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 7/20/2015 Addendum No. 3 Dated 8/5/2015

Addendum No. 2 Dated 7/29/2015 Addendum No. 4 Dated 8/7/2015

BASE BID: The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

ONE MILLION ONE HUNDRED TWENTY TWO THOUSAND Dollars (\$ 1,122,000.00).

The following Proposal is made for :

BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION

in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

FCI Constructors, Inc.

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. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract 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 reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) 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, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) 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.

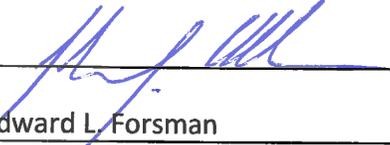
If by a Corporation:

(SEAL)

Corporate Name: FCI Constructors, Inc.

Corporate Address: P.O. Box 1767, Grand Junction, CO 81502

Incorporated under the laws of the State of: Colorado

By (Signature):  Date: 8/5/2015

President: Edward L. Forsman

Secretary: Clayton Marshall

Treasurer: Clayton Marshall

If by a Firm or Partnership:

Firm or Partnership Name: N/A

Firm or Partnership Address: N/A

By (Signature): N/A Date: _____

Name and Address of Each Member: N/A

If by an Individual:

Signature: N/A Date: _____

**GILA COUNTY
SURETY (BID) BOND (BB1)**

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

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned FCI Constructors, Inc, as Principal, hereinafter called the Principal, and Western Surety Company a corporation duly organized under the laws of the State of SD, 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 the 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:

**COPPER ADMIN BUILDING
INTERIOR RENOVATION
BID NO. 032315-1**

NOW THEREFORE, if the Obligee, 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 A.R.S. §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:

FCI Constructors, Inc.
Principal

By John D. Kelleher

Title Vice President

Western Surety Company
Surety

By Attorney-in-Fact
Kristin L. Salazar

Address, Attorney-in-Fact
6501 S. Fiddlers Green Circle, Suite 100
Greenwood Village, CO 80113

Subscribed and sworn to before me

This 13th day of August, 2015

My commission expires: 1/9/2017

Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Douglas C Baesler, Kristin L Salazar, Cory Clauss, Mary E Hanks, Individually

of Greenwood Village, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of June, 2015.



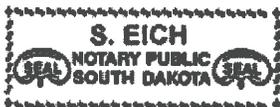
WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of August, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



QUALIFICATION AND CERTIFICATION FORM (QC1-2)

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 NO. 032315-1 COPPER ADMIN BUILDING INTERIOR RENOVATION

The Contractor submitting this Bid warrants the following:

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

FCI Constructors, Inc.

P.O. Box 2176, Litchfield Park, AZ 85340

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes X 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 X 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 X 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:

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- a. A brief history of the Contractors Firm. See attached Firm History.
- b. A Cost Proposal shall be submitted on the Price Sheet, 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 the specific qualifications the Contractor has in supplying the specified services.
- e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating:** .71

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.

1. **Current Arizona Contractor License Number:** ROC0762062



Signature of Authorized Representative

John J. Kelleher
Printed Name

Vice President
Title



COPPER ADMIN BUILDING

Interior Renovation

IFB No. 032315-1



A. FIRM HISTORY

FCI Constructors, Inc. is an employee-owned corporation specializing in providing the best construction management, general contracting, and construction related services with the highest level of client satisfaction. Founded in 1978, our success was steadily built one satisfied client and successful project at a time.

Our Arizona office is located in Glendale and we have currently (36) thirty six employees. FCI Constructors specializes in and is known for providing superior construction management and general contracting services in all regions of the state including some our most remote areas.

Trust, integrity, quality, and superior performance and customer service have rewarded us with over 300 return clients. The invaluable bonds we create with our clients are built on those ethics, and they have proven to be the key element to our success.

At FCI, we make a commitment to our clients and the communities we serve: we'll never compromise our integrity, and we deliver on our promises 100% of the time.

We believe that being *focused on your vision* is the exception not the rule in our industry. Building relationships based on trust comes through being honest, working hard and always being professional. The old way of thinking is for the owner to keep construction companies at arm's length and limit the exchange of information when selecting a construction company for a project. We think this is a flawed process that creates problems for the owner.

A Brand Promise is not a marketing slogan, logo, tag-line or a web site. A Brand Promise is a strategic differentiator that is the single most important variable in building value for the owner and the entire project team. At FCI our promise to you is being focused on your vision. We are determined to deliver this promise on every project and we strive to always develop our company with it as a beacon.

The Brand Promise has to generate specific benefits for the owner. We have an interactive process in which we engage with our owners to help determine their vision. This process allows us to understand your vision and focus the entire project team on it while delivering a very powerful set of specific benefits to our owners.



COPPER ADMIN BUILDING

Interior Renovation

IFB No. 032315-1



D. CONTRACTOR QUALIFICATIONS

FCI has a well-developed set of processes and procedures (outlined in our Operations Manual) from project pre-planning and startup through closeout and warranty periods. These procedures help to ensure a successful outcome at each and every stage of your project. Our qualifications include:

Expertise	Description	Team Members
Options Analysis	During the design phase, our team of managers and estimators will work with the project team when "Options" to the project are being considered. For example, a common option to a project is the use of alternative materials or manufacturers in lieu of products specified. Our team would provide an analysis of the impact this option would have to the project in areas such as cost impacts to the budget and schedule impacts.	Project Manager Senior Estimator
Design Review	Our team will develop a master schedule early in the project with input from the selected Architect that will identify critical milestones for Design Reviews. For example, during schematic design our reviews would be minimal, but during design development and construction document phases it will be important to schedule several design reviews to incorporate changes such as means and methods, discrepancies, and items resulting from our constructability reviews.	Project Manager Projectg Supt.
Budget Estimating	The FCI team of managers and our lead estimator has the estimating experience and knowledge of the local region enabling them to provide timely and accurate estimates throughout the design phases. (Schematic, Design Development and Construction Document phases).	Project Manager Sr. Estimator
Value Engineering & Life Cycle Cost Analysis	Value engineering and Life Cycle Cost Analysis are very important and a critical component during the design phase. Our team is capable of providing early value engineering to ensure the greatest opportunity for cost savings. We also understand the importance and the impact of life-cycle cost and will provide the experienced analysis to ensure that the Owner is receiving the optimum value on this project.	Project Manager Sr. Estimator
Design and Construction Scheduling	FCI believes that the project schedule is one of the most important tools that we can provide to ensure the owner that the project is progressing on schedule and as programmed. Our team will begin this project by establishing "Milestone" and full "Baseline" schedules for the project. These schedules will be continuously monitored and updated on a weekly or bi-weekly basis during the design phase and weekly during construction to keep the project team on schedule assuring that the project will finish on time. During construction, we also utilize three-week look ahead schedules that are updated weekly with our subcontractors.	Project Manager Project Supt. Project Engineer
Quality Control, Both Design & Construction	FCI has an excellent reputation for high quality construction. During the design phase, our team will provide document and constructability reviews at each phase to ensure that we are meeting the quality expected for this project. Once we reach the construction document phase, a project quality control manual that will be project specific will be developed by the Project Manager and the Project Superintendent in conjunction with our Safety Officer.	Project Manager Project Supt.



COPPER ADMIN BUILDING

Interior Renovation

IFB No. 032315-1



Expertise	Description	Team Members
Constructability Analysis	Constructability Reviews will be done during all phases of pre-construction to ensure that all "Scope" requirements for the project are attainable without conflict. Our project manager and our project superintendent will review the design documents for potential construction issues and will evaluate for solutions and alternatives.	Project Manager Project Supt.
Cost Control	The FCI team brings the tools necessary to insure proper "Cost Control" is achieved throughout the project. We utilize sophisticated construction management software "Prolog" to monitor and control costs, change orders, submittals, schedules and other factors. This system allows all members of the Project Team to "Monitor" the project as it progresses.	Project Manager Project Supt. Project Engineer
Change Order Negotiation	As changes arise, we research and present all pertinent information and options. In the event the Owner initiates changes, FCI processes pricing quickly so that decisions can be made to minimize any ripple effects. In either instance, the Team then openly discusses whether an increase or decrease in the contract amount is necessary to accommodate the change.	Project Manager Project Supt.
Claims Management	If a claim arises from a subcontractor, FCI's policy is to arrive at a resolution prior to involving the Owner. Though we do not encounter this situation often, our Project Managers are authorized to determine accountability, enforce the contracts in place and devise equitable solutions to both parties. If the situation reasonably affects our contract with the Owner, then we will present the information to the Owner to determine an objective and fact-based solution for a fair outcome	Project Manager
Project Closeout	Our project "Close-out" process begins at the initiation of the project, allowing FCI to transfer ownership of the completed project to the Owner as smoothly as possible. FCI also takes pride in their efforts of providing the Owner with timely responsiveness to any warranty issues that may arise.	Project Manager Project Supt. Project Engineer
Transition Planning	Proper commissioning is critical to the completion of the project, Pre-Commissioning meetings and strategies must be implemented to ensure start-up of equipment and systems is completed on schedule.	Project Supt.
Security Systems	FCI will implement all the required and necessary security systems to ensure the County that the project is secured at all times.	Project Supt.
Communication Systems	FCI will implement all the required and necessary communication systems.	Project Supt.



SUBCONTRACTORS LIST (SL1-2)

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.

CARPENTRY

<u>SELF</u>	<u>072062 B-01</u>	<u>KEITH SABZA 623 772 7400</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

INSTALLER FOR DOORS/HARDWARE

<u>KEN WATSON CORP</u>	<u>180226</u>	<u>JOE JOHNSON 623 869 7900</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

CEILING SYSTEMS

<u>PENA ACOUSTICS</u>	<u>209401</u>	<u>JOSE PENA 623 271 8257</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

WALL GYP BD / FINISHING

<u>SELF</u>	<u>072062</u>	<u>KEITH SABZA 623 772 7400</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

PLUMBING

<u>SHOWLOW PLUMBING</u>	<u>232501</u>	<u>BLAKE GAYLORD 928 532 5050</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

ELECTRICAL

<u>JBS</u>	<u>183921</u>	<u>DAN ROTH 480 980 0000</u>
[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

HVAC

BURBEN MECHAN 295622 RODNEY BURBEN 928 402 0379
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FIRE ALARM

TBD - Per Allowance
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FIRE SPRINKLER

TBD - Per Allowance
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FLOORING

WHOLE SALE FLOORING 245663 DAN McSHANE 602 248 7878
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

MILLWORK

TBD Per Allowance
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

STOREFRONT SYSTEMS

J&S GLASS 085670 JERRY SMITH 623 872 2646
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST
10% OF THE TOTAL CONTRACT COST

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of AUGUST 13, 2015
[BID OPENING DATE]

[Signature] 8/13/15 _____ [company]
[authorized representative] [date]



CONTRACTOR REFERENCE LIST (RL-1)

**COPPER ADMIN BUILDING
INTERIOR RENOVATION
BID NO 032315-1**

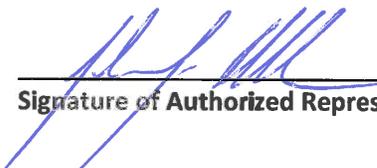
These references are required to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

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

REFERENCES:

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
Phoenix Mesa Gateway Airport	(480) 988-7705	Bob Draper
American Airlines	(480) 307-0550	Joe Sindle
Phoenix Fire Department	(602) 261-8546	Ken Leake
City of Flagstaff	(928) 226-4859	James Duval



Signature of Authorized Representative

John J. Kelleher

Printed Name

Vice President

Title

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

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

John J. Kelleher
(Name of Individual)

being first duly sworn, deposes and says:

That he is Vice President
(Title)

of FCI Constructors, Inc. and
(Name of Business)

That he is bidding on **Gila County BID NO 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION, GLOBE** and,

That neither he nor anyone associated with the said _____

FCI Constructors, Inc.
(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.

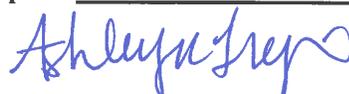
FCI Constructors, Inc.
Name of Business

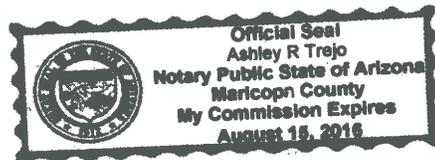
John J. Kelleher
By 

Vice President
Title

Subscribed and sworn to before me this 13th day of August, 2015.

My Commission expires: August 15, 2016

Notary Public 





**SUBCONTRACTOR CERTIFICATION:
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of bids on:

BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION

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 Owner prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

 X **It is my intention to subcontract a portion of the work.**

 It is not my intention to subcontract a portion of the work.

FCI Constructors, Inc.

Name of Firm


By: (Signature) (John J. Kelleher)

Vice President

Title

8-13-15

Date



CONSTRUCTION CONTRACT (C1-5)

THIS AGREEMENT, made and entered into this _____ day of August, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and FCI Constructors, Inc. _____ of the City of Glendale, State of Arizona, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

BID NO. 032315-1, COPPER ADMIN BUILDING, INTERIOR RENOVATION

CONTRACT DOCUMENTS: Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, 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 and against any and all suits, claims, cost of litigation, actions, liabilities, damages, losses, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. 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.

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 and Contractor is free to purchase 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 and broad form contractual liability and XCU coverage.

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

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

2. **Automobile Liability**

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

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as 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.

4. **Builders' Risk Insurance or Installation Floater** \$ _____

In an amount equal to the initial bid amount plus any additional coverage equal to the awarded Contract Amount for all subsequent change orders.

a. The County of Gila, the Contractor, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.

b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
 - d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
 - e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
 - f. Policy shall contain a **waiver of subrogation** against the County of Gila.
 - g. Contractor is responsible for the payment of all policy deductibles.
- 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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- 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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. 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 insured's 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.

LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. 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.

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 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".

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

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 as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed**, and shall be Substantially Complete within **One Hundred and Fifty (150) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within no later than **Thirty (30) Calendar Days** from the date of Substantial Completion.

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **\$1,000.00 per Calendar Day**.

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

IN RETURN for the performance of the contract by the contractor, the County agrees to pay the amount of not more than \$ _____ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

OWNER:
GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor,
Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

CONTRACTOR:

FCI Constructors, Inc.
Contracting Company Name

John (Joe) Kelleher
Print Name

Witness (If Contractor is Individual)

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, John (Joe) Kelleher, representing
FCI Constructors, Inc. (company name)

do hereby warranty the work performed for the:

COPPER ADMIN BUILDING, INTERIOR RENOVATION

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.



(Officer, Partner, Owner)

8-13-15

Date