



CONTRACT FORMS

- Bid Submittal Checklist (CK1)**
- Bid Proposal (BP1-3)**
- Surety Bid Bond (BB1)**
- Qualification & Certification Form (QC1-2)**
- Subcontractors List (SL1-2)**
- Contractor Reference List (RL-1)**
- Affidavit of Non-Collusion (ANC1)**
- Subcontractor Certification (SC1)**
- Construction Contract (C1-5)**
- Contract Performance Bond (CPB-1)**
- Labor & Material Bond (LMB-1)**
- Contract Performance Warranty (CPW-1)**
- Pay Application (Sample AIA Doc G702)**



BID SUBMITTAL CHECKLIST (CK1)

BIDDERS ARE HEREBY NOTIFIED:

The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

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

The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form (QC1-2)
- Subcontractors List (SL1-2)
- Contractors Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor Certification (SC-1)
- Construction Contract (C1-5)
- Contract Performance Warranty (CPW-1)

Failure to include all required documents may invalidate the bid.



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 07/20/2015 Addendum No. 3 Dated 08/05/2015

Addendum No. 2 Dated 07/29/2015 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 three hundred eighty nine thousand Dollars (\$1,389,000.00).

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

Bayley Construction, A General Partnership dba Ronald E Bayley Construction of Arizona

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.

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

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.

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

If by a Corporation: Not Applicable

(SEAL)

Corporate Name: _____

Corporate Address: _____

Incorporated under the laws of the State of: _____

By (Signature): _____ Date: _____

President: _____

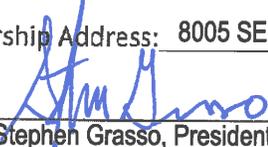
Secretary: _____

Treasurer: _____

If by a Firm or Partnership:

Firm or Partnership Name: Bayley Construction, A General Partnership

Firm or Partnership Address: 8005 SE 28th Street, Mercer Island, Washington 98040

By (Signature):  Date: August 13, 2015
Stephen Grasso, President

Name and Address of Each Member: General Partners (Two Sub "S" Corporations):

Bayley Key Members, Inc. and Bayley Holdings, Inc.

Address for both: 8005 SE 28th Street, Mercer Island, Washington 98040

Stephen Grasso is an authorized signer for both General Partners

If by an Individual: Not Applicable

Signature: _____ Date: _____

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

**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 Bayley Construction, A General Partnership _____, as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company _____ a corporation duly organized under the laws of the State of Massachusetts _____, 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.

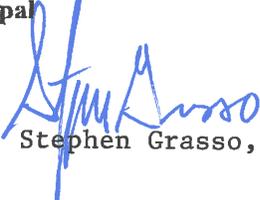
WHEREAS, the Principal is herewith submitting its proposal for:

**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:

Bayley Construction, A General Partnership
Principal

By 
Title Stephen Grasso, President

Liberty Mutual Insurance Company
Surety


By Attorney-in-Fact Jill A. Boyle
2233 112th Avenue N.E., Bellevue, WA 98004
Address, Attorney-in-Fact

Subscribed and sworn to before me Ellen M. Bell

This 6th day of August, 2015

My commission expires: 11/01/2015

Notary Public 



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7007441

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deanna M. French; Elizabeth R. Hahn; Ellen Bell; Guy Armfield; Jana M. Roy; Jill A. Boyle; Jim Hamlin; John Claeys; Lawrence J. Newton; Mindee L. Rankin; Roger Kaltenbach; Ronald J. Lange; Scott Fisher; Scott McGilvray; Susan B. Larson

all of the city of Bellevue, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of June, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10 day of August, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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:
Bayley Construction, A General Partnership dba Ronald E. Bayley Construction of Arizona
7585 E. Redfield Road, Suite 202, Scottsdale, Arizona 85260
(480) 209-1247
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:

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- a. A brief history of the Contractors Firm.
- 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: California: .84 & Washington: .60

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: 124221 Class B-1



Signature of Authorized Representative

Stephen Grasso

Printed Name

President

Title



Over 50 years of experience
and excellent service.

Clients that depend on us
time and again.

A company that brings
value and savings to clients
on every project.

That's the Bayley difference.

Bayley Construction

Built on Trust

Powerful Traditions

Bayley Construction, founded in 1963, has a tradition of building strong teams. Whether that means taking the initiative on design-build assignments or being part of an overall team that is lead by others, bringing people and companies together to enjoyably and successfully accomplish construction projects has always been one of our finest traditions and principal strengths.

Unwavering Integrity

As the company has matured and changed its practices to meet today's complex and demanding marketplace, there is one thing that has never changed: our integrity. Our people are honest, reliable and fair. They are hard-working and passionate about their work. It's their dedication and unwavering integrity that enables clients to confidently hire Bayley Construction again and again. We all believe that when a client gives us their vote of confidence, we must exceed their expectations. It's simply the right thing to do.

Dedication to Value

We are dedicated to bringing value to our clients and their projects every day. Our experience over the last five decades proves invaluable to clients on every project. Our goal is to save owners more than our fee on every project in which we are involved. Tradition, integrity and value—that's the Bayley difference.

Our Team Members

Bayley Construction has a team of 130 construction specialists and support personnel. Many of our team members have been with the company for more than twenty years and are the most respected construction experts in the US.

Our Locations

Licensed in 8 states, we currently have offices in Washington, Southern California and Arizona. We have experience in preconstruction and construction services and have carried licenses in 19 states.

Our Services

Bayley provides construction and construction management services under the following delivery methods.

- Negotiated, guaranteed maximum price
- General Contractor / Construction Manager (GC/CM)
- Design, bid, build
- Design-build (DB)

Bayley Construction

Locations and Licenses



A Presence Coast to Coast

Bayley Construction has expanded its operations to better serve and represent our clients.

- Three Regional Offices
- Licensed in Eight Western States
- Experience Working in 19 States

We can quickly and efficiently mobilize our teams throughout the United States.

Putting our clients' needs first, always; *that's the Bayley difference.*

Locations

1 Washington Office (Corporate)
8005 SE 28th Street
Mercer Island, WA 98040
P: 206.621.8884
F: 206.343.7728

2 California Office
23101 Lake Center Drive, Suite 200
Lake Forest, CA 92630
P: 714.540.8863
F: 714.556.1484

3 Arizona Office
7585 E. Redfield Road, Suite 104
Scottsdale, AZ 85260
P: 480.209-1247
F: 602.325-8619

General Contractor Licenses

- Washington State BAYLECGO34JC
- California 734880
- Arizona 124221
- Oregon 127881
- Utah 5077132-5501
- Colorado L 15-20912-0000
- New Mexico 383544
- Idaho RCE-20059

Experience in the following States

- Arizona
- California
- Colorado
- Idaho
- Illinois
- Maryland
- Massachusetts
- Michigan
- Minnesota
- Nevada
- New Jersey
- Ohio
- Oregon
- Texas
- Utah
- Virginia
- Washington
- Wisconsin
- Wyoming



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

BAYLEY CONST. 124221 CHRIS REIGEL 480-209-1247
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

INSTALLER FOR DOORS/HARDWARE

BAYLEY CONST. 124221 CHRIS REIGEL 480-209-1247
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

CEILING SYSTEMS

BARRY HINKEL 074323 CARL CAMPBELL 520-624-8837
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

WALL GYP BD / FINISHING

GRAND STATE 14227 RON WINCE 480-394-0095
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

PLUMBING

POWER PLUMBING 216490 MONTY LAMMAM 602-244-2080 (39)
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

ELECTRICAL

RM ELECTRIC 162386 STEVE CRABTREE 602-244-2080
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

HVAC

Burden Meert 295623 928-402-0379
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FIRE ALARM

Enterprise Security 272235 Paul Ferrer 480-745-4231
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FIRE SPRINKLER

Complete Fire Prot. 275620 480-987-8200
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FLOORING

Kino Flooring 212327 Dave Fletcher 928-485-9443
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

MILLWORK

S & R CABINETS 269353 Richard Monticelli 520-807-7604
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

STOREFRONT SYSTEMS

Mirage Glass & Mirror 145598 Dave Walker 602-252-8010
[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**

Bayley Construction B-1 124221 Chris Reigel 480-209-1247
[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of 8/13/15
[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.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
City of Tempe Tempe, AZ	(480) 350-2952	Lan Kapsala
JCP Plano, TX	(972) 431-1769	Chris Armisted
Ashton Contracting Tucson, AZ	(520) 624-5500	Brian Reitmeyer
Walmart Bentonville, AR	(479) 903-5633	Michael Homan



Signature of Authorized Representative

Stephen Grasso

Printed Name

President

Title

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

STATE OF WASHINGTON)
)ss
COUNTY OF: KING)

Stephen Grasso

(Name of Individual)

being first duly sworn, deposes and says:

That he is President

(Title)

of Bayley Construction, A General Partnership dba Ronald E Bayley Construction of Arizona and
(Name of Business)

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

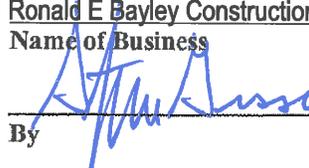
That neither he nor anyone associated with the said _____

Bayley Construction, A General Partnership dba Ronald E Bayley Construction of Arizona

(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.

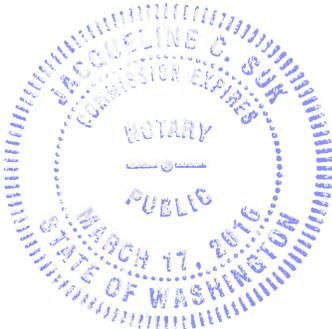
Bayley Construction, A General Partnership dba
Ronald E Bayley Construction of Arizona
Name of Business

By 

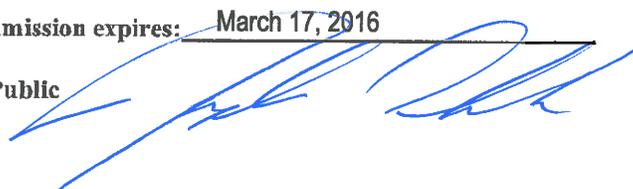
Stephen Grasso, President

Title

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



My Commission expires: March 17, 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.

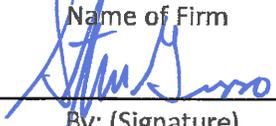
A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

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

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

Bayley Construction, A General Partnership dba
Ronald E Bayley Construction of Arizona

Name of Firm



By: (Signature)

Stephen Grasso, President

Title

August 13, 2015

Date



CONSTRUCTION CONTRACT (C1-5)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Bayley Construction, A General Partnership dba Ronald E Bayley of the City of Scottsdale, State of Arizona, hereinafter designated the **Contractor**.
Construction of Arizona

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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

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 **walver of subrogation** against the County of Gila.

4. **Builders' Risk Insurance or Installation Floater**

\$ Included in base bid

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.**

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- 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.

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

- 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 \$ 1,389,000.00 including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

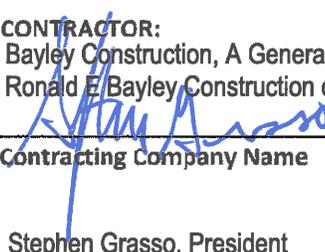
OWNER:
GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor,
Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

CONTRACTOR:
Bayley Construction, A General Partnership dba
Ronald E Bayley Construction of Arizona



Contracting Company Name

Stephen Grasso, President

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

COPPER ADMIN BUILDING
INTERIOR RENOVATION

INVITATION FOR BID NO. 032315-1

**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: **COPPER ADMIN BUILDING, INTERIOR RENOVATION**, 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 judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Principal Seal

Surety Seal

Agency of Record

Arizona Countersignature

Address Phone Number

By:

AgencyAddress

By:

STATUTORY LABOR AND MATERIALS BOND (LMB-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 COPPER ADMIN BUILDING, INTERIOR RENOVATION 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 _____, 20 _____.

Principal Seal

Surety Seal

Agency of Record

Arizona Countersignature

Address Phone Number

Phone Number

By:

By:

AgencyAddress

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

BID NO 012114



CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, Stephen Grasso, representing
Bayley Construction, A General Partnership dba
Ronald E Bayley Construction of Arizona (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)
Stephen Grasso, President

August 13, 2015

Date