

GILA COUNTY



Tommie C. Martin, District I Supervisor
Michael A. Pastor, District II Supervisor
John D. Marcanti, District III Supervisor

Don E. McDaniel Jr., County Manager
Jeff Hassenius, Finance Director

INFORMAL BID REQUEST NO. 021916 SHOWER FLOORS, WALLS & CEILING RESURFACING

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to provide all labors and materials necessary to resurface shower floors, walls and ceilings at the Gila County Jail, located at 1100 S. Street in Globe, Arizona.

A site visit is mandatory. Please call Robert Hickman at 928-200-1643 to schedule.

Informal bid requests for the material or services as specified will be received by Gila County Finance until the time and date cited. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered.

BID SUBMITTAL DUE DATE:

Monday, March 09, 2016, 4:00 PM

**SHOWER FLOORS, WALLS & CEILING
RESURFACING**

Please submit the **Contract Forms**, in duplicate, with original signatures on both sets, in a sealed envelope: The words "**Informal Bid Request**" with Bid Title "**SHOWER FLOORS, WALLS & CEILING RESURFACING**", Bid No. "**021916**", date "**March 09, 2016**", and time "**4:00 P.M. AZ Time**", shall be written on the envelope. Faxed or emailed bid proposals will not be accepted.

Sealed Informal Bids may be mailed or hand delivered to:

DELIVERY ADDRESS:

GILA COUNTY FINANCE
ATTN: JEANNIE SGROI
GUERRERO BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Questions regarding the technical aspects of this request should be directed to Robert Hickman, 928-200-1643.

TABLE OF CONTENTS

Description	Page
Scope of Work	3-4
Instruction to Bidders.....	5-6
Award & Execution of Contract	7
Contract Forms	8-20
Bidding Schedule	9
Qualification & Certification.....	10
References.....	11
Surety Bid Bond (NOT REQUIRED FOR THIS PROJECT)	12
Affidavit of Non-Collusion	13
Intentions Concerning Subcontracting.....	14
Bidder Checklist and Addenda Acknowledgment	15
Contract.....	16-20
Contract Performance Warranty.....	21
Statutory Performance Bond (NOT REQUIRED FOR THIS PROJECT)	22
Statutory Labor & Materials Bond (NOT REQUIRED FOR THIS PROJECT)	23

ATTACHMENTS:

EXHIBIT "A" – PLANS FOR JAIL SHOWER

SHOWER FLOORS, WALLS & CEILING RESURFACING
Informal Bid Request 021916

SCOPE OF WORK

Scope of Services:

Quote, per mandatory site visit and attached drawings, to demo existing ceramic tile in Jail shower areas, and install an epoxy quartz system to the floors, walls and ceiling, to provide a surface that is both safer and will withstand the high moisture conditions present in a shower area. A minimum of a 3 Year Warrant on Product and installation is required. Total square footage for six shower areas is approximately 1,370 square feet, including floor, walls and ceiling. Bidder must have prior work experience in this type of application in the corrections industry. All workers must be cleared to work in the jail prior to commencing the job.

The Project will consist of:

- Removal and haul off of existing tile in six shower areas.
- Prep walls, floors and ceiling.
- Install coating to ceiling, color – white.
- Hand trowel coating to walls 1/8" to 3/16" thick – decorative quartz.
- Hand trowel coating to floor, and slope to drain. Ensure depressed area is sloped off in each shower.
- Apply clear epoxy grout coat to walls.
- Broadcast quartz to floor – remove excess.
- Apply top coat to ceiling, walls and floor.
- During shower resurfacing, the existing shower heads will be removed and new heads/control systems installed by Facilities personnel to coordinate with resurfacing of shower walls. This is to be coordinated with the Facilities Manager, Robert Hickman, 928-200-1643.
- Contractor to provide price per individual shower area and overall total.

A site visit is mandatory. Contact Robert Hickman at 928-200-1643 to schedule. All questions should be submitted, in writing, no later than March 04, 2016 at 3:00 P.M. Bids for this project are due on March 09, 2016 at 4 P.M. Answers to any questions received will be sent to all bidders no later than March 07, 2016 at 10:00 A.M. The successful bidder will have **60 calendar days** to complete the project.

• **CLEAN UP**

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all materials not incorporated in the work from the site of the work.

› **WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of three (3) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

› **QUALITY OF STANDARDS OF MATERIAL**

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/service(s) submitted conforms to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

› **TAXES**

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bid proposals will be evaluated and recommended for award based on the total bid cost including tax.

INSTRUCTION TO BIDDERS

Preparation of Bid

The bidder shall submit his bid proposal on the forms furnished in the Informal Bid Document, in duplicate. Both copies of the entire Bid packet, as identified as "Contract Forms" on Page 8, shall have original signatures. The Contract included in this Bid packet, will serve as the Contract to be executed upon award. All blank spaces in the forms must be correctly filled in where indicated. The TOTAL AMOUNT bid shall be stated in both WORDS and NUMERALS (page 9). In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his bid proposal correctly and in ink. If the bid proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the bid proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

Delivery of Proposal

Each bid proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the Informal Bid packet before the time specified. Bid proposals received after the specified time shall be returned to the bidder unopened.

Withdrawal or Revision of Proposals

A bidder may withdraw or revise (by withdrawal of one bid proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the County in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the Informal Bid packet before the time specified for receipt of bids.

Disqualification of Bidders

A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one bid proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
- (c) Failure to submit all the required official bid forms. All forms must contain original signatures.

Instructions to Bidders continued.....

Protests

Only other bidders submitting a bid proposal on this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Clerk of the Board of Supervisors. A protest must be in writing and must include:

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

Safety and Loss Control

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement form.

Registered / Licensed

To be considered responsive, Contractors must be registered/licensed in the State of Arizona at the time of informal bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

AWARD AND EXECUTION OF CONTRACT

Consideration of Bid Proposals

After the bid proposals are opened they will be compared on the basis of the lump sum bid amount.

Until the award of a contract is made, the County reserves the right to reject any or all bid proposals; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall promote the County's best interests.

Award of Contract

The contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors.

Cancellation of Award

The County reserves the right to cancel the award without liability to the bidder, at any time before a contract has been fully executed by all parties and is approved by the County.

Execution of Contract

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

Failure to Execute Contract

Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish an acceptable Certificate of Insurance within the 10-calendar-day period specified shall be just cause for cancellation of the award.

Payment

Gila County employs a "Net 15" payment term meaning that payment will be issued 15 days from the date Gila County receives the vendors invoice. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State and local taxes.

If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

CONTRACT FORMS

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth here in full.

- Bidding Schedule
- Qualification & Certification
- Reference List
- Surety Bid Bond – **NOT REQUIRED FOR THIS PROJECT**
- Affidavit of Non-Collusion
- Subcontractor Certification
- Bidder Checklist and Addenda Acknowledgment
- Contract
- Contract Performance Warranty
- Statutory Performance Bond – **NOT REQUIRED FOR THIS PROJECT**
- Statutory Labor & Materials Bond – **NOT REQUIRED FOR THIS PROJECT**

BIDDING SCHEDULE

SHOWER FLOORS, WALLS & CEILING RESURFACING

GILA COUNTY, ARIZONA

Informal Bid Request 021916

We agree to provide all work and material necessary to complete the project for the following Contract Price:

Location:	Square Footage	Unit Price	Total
East Female Shower	150	34.44	5165.00
East Male Shower	165	32.40	5345.00
Inner Shower	250	27.97	6992.00
North Shower	270	31.49	8500.00
South Shower	270	31.49	8500.00
214 Trustee Shower	265	34.12	9041.50

VENDOR NAME: ACB CONSTRUCTION

TOTAL CONTRACT PRICE, for the sum of \$ 43,543.50

WRITTEN TOTAL CONTRACT PRICE

Forty three thousand five hundred forty three dollars **Dollars**

and fifty **Cents.**

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

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

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

Note: If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM

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.

Informal Bid Request 021916

The applicant submitting this Bid Proposal warrants the following:

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

ACB Construction, 25047 N 95th Ave, Peoria, AZ 85383 623-581-3550

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 with Contractor prior to contract expiration date (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 Experience Modifier (e-mod) Rating for AZ:** 0.85
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.
6. **Current Arizona Contractor License Number:** 155855

Judy Christensen, Mgr.
Signature of Authorized Representative
Judy Christensen
Printed Name
Mgr.
Title

GILA COUNTY
REFERENCE LIST

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

References

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

1. **Company:** CCA LaPalma
Contact: Anthony Roche
Phone: 1-520-464-3396
Address: 5501 North La Palma Road Eloy, AZ 85131

2. **Company:** 4th Ave Jail
Contact: Sgt. Hadsall
Phone: 602-876-9117
Address: 401 W Jefferson St Phoenix, AZ 85003

3. **Company:** CCA Florence Correctional Center
Contact: Darrell Jordan
Phone: 520-868-7272
Address: 1100 Bowling Road, Florence, AZ 85132

4. **Company:** SE Juvenile Facility
Contact: Lisa Spresney/Maricopa County
Phone: 602-506-1987
Address: 401 W Jefferson, Phoenix, AZ 85003

ACB Construction

Name of Business



Signature of Authorized Representative

Manager/Owner

Title

**GILA COUNTY
SURETY (BID) BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto 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:

NOT REQUIRED FOR THIS BID

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, 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:

Principal

Surety

By

By Attorney-in-Fact

Title

**Address, Attorney-in-Fact
Subscribed and sworn to before me**

This _____ day of _____, 2016

**My commission expires: _____
Notary Public**

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **INFORMAL BID REQUEST 021916, SHOWER FLOORS, WALLS & CEILING RESURFACING**, 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 Engineer 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 (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number and ROC number.

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

ACB Construction

Name of Firm

Judy Christensen, Mgr.

By: (Signature)

Manager/Owner

Title

**GILA COUNTY
CONTRACT NO. 021916**

THIS AGREEMENT, made and entered into this 1st day of March, 2016, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and ACB Construction of the City of Peoria, State of Arizona, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 021916, SHOWER FLOORS, WALLS & CEILING RESURFACING:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Bidding Schedule", "Qualification & Certification Form", "Reference List", ~~"Surety Bid Bond Form"~~, "Affidavit of Non-Collusion", "Intentions Concerning Subcontractor Certification", "Bidder Checklist and Addenda Acknowledgment", "Contract", "Contract Performance Warranty", ~~"Statutory Performance Bond Form"~~, ~~"Statutory Labor and Materials Bond"~~, and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

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

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

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

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

B. **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 Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 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 Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ. 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.
- H. **CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.
- I. **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. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 43,543.50 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

ACB Construction

Contracting Company Name

Judy Christensen, Mgr.
Authorized Representative Signature

Judy Christensen, Mgr.

Print Name

GILA COUNTY:

Don E. McDaniel, Jr.
Don E. McDaniel, Jr., County Manager

3/10/16
Date

CONTRACT PERFORMANCE WARRANTY

I, Judy Christensen, Mgr., representing
ACB Construction (company name)

do hereby warranty the work performed for the:

SHOWER FLOORS, WALLS & CEILING RESURFACING 021916 SHOWER FLOORS, WALLS & CEILING RESURFACING, Gila County Jail, 1100 South Street in Globe, AZ.

for a period of **three years** from completion of said work.

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

Judy Christensen, Owner 3-1-16
(Officer, Partner, Owner) Date

**STATUTORY PERFORMANCE BOND
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 whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOT REQUIRED FOR THIS BID

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

By:

Surety

Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

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

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Oblige) 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.

NOT REQUIRED FOR THIS BID

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 By: _____

Surety Seal By: _____

Agency of Record Agency Address

Arizona Countersignature

Address

Phone Number



7000

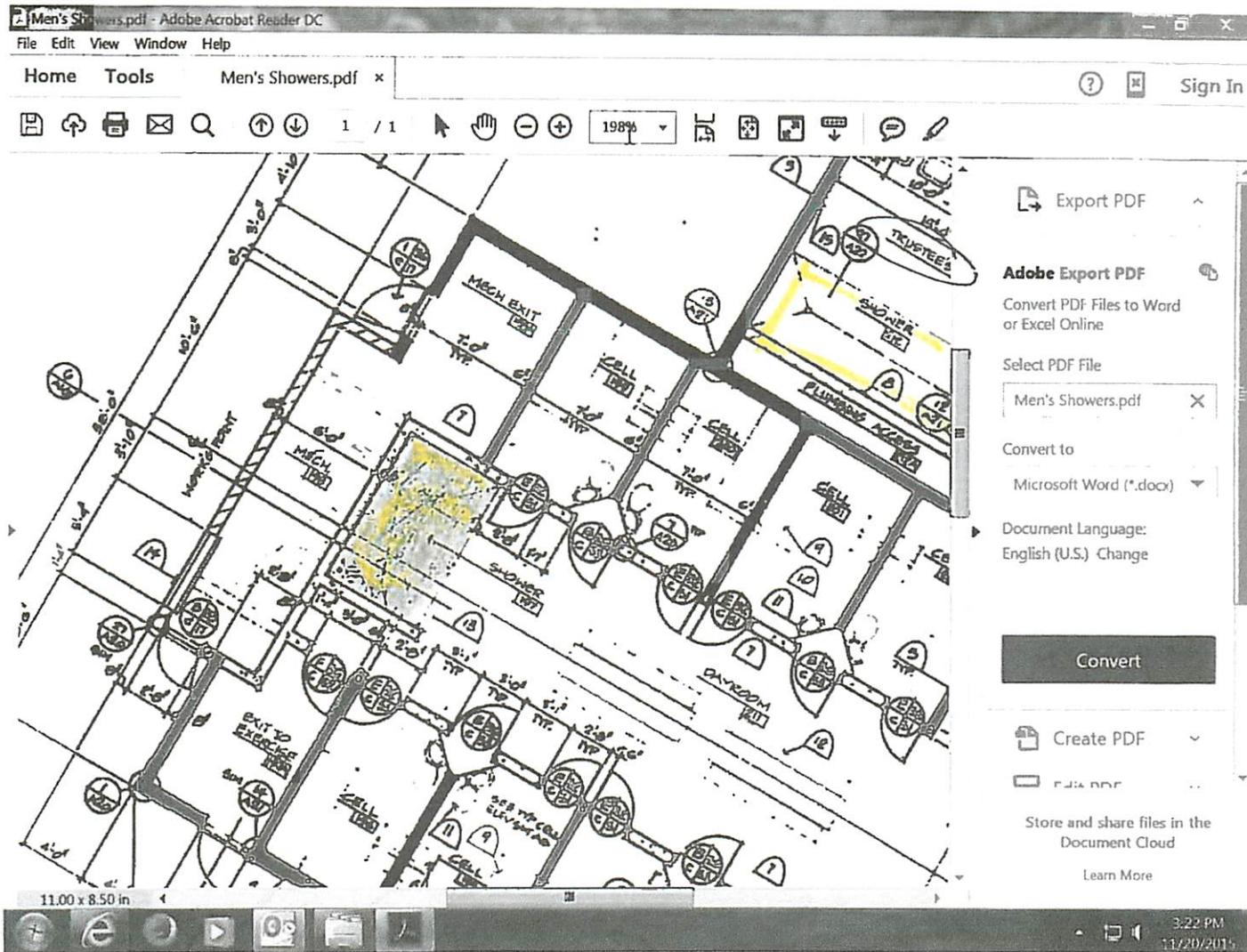
2000

A

1. ALL ROOMS ARE TO BE CONSIDERED AS DETENTION ROOMS UNLESS OTHERWISE NOTED.
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ADULT MALE TRUSTEE'S
 BREAKROOM 1/4 PLAN - H



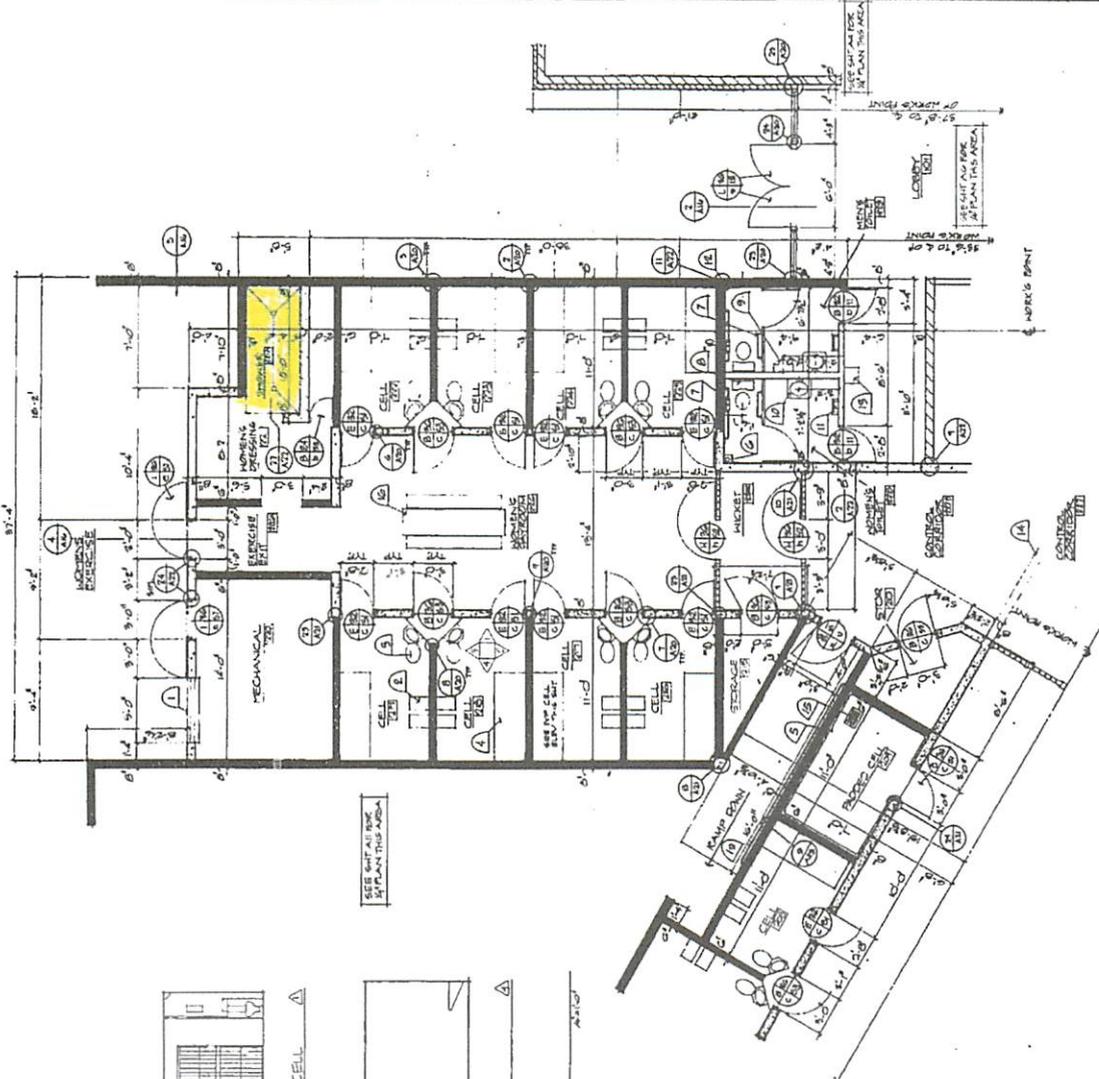
Adult Male Trustee's

3 TOTAL ?
6 sets total

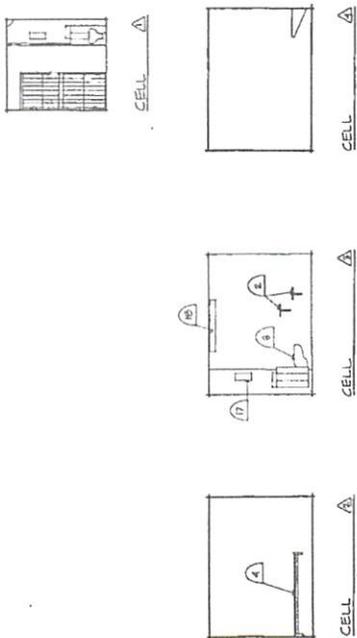
1. GENERAL NOTES:
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GILA COUNTY SPECIFICATIONS FOR CONSTRUCTION.
3. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE GILA COUNTY SPECIFICATIONS FOR CONSTRUCTION.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE GILA COUNTY SPECIFICATIONS FOR CONSTRUCTION.
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17. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE GILA COUNTY SPECIFICATIONS FOR CONSTRUCTION.
18. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE GILA COUNTY SPECIFICATIONS FOR CONSTRUCTION.
19. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE GILA COUNTY SPECIFICATIONS FOR CONSTRUCTION.
20. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE GILA COUNTY SPECIFICATIONS FOR CONSTRUCTION.



KEY PLAN

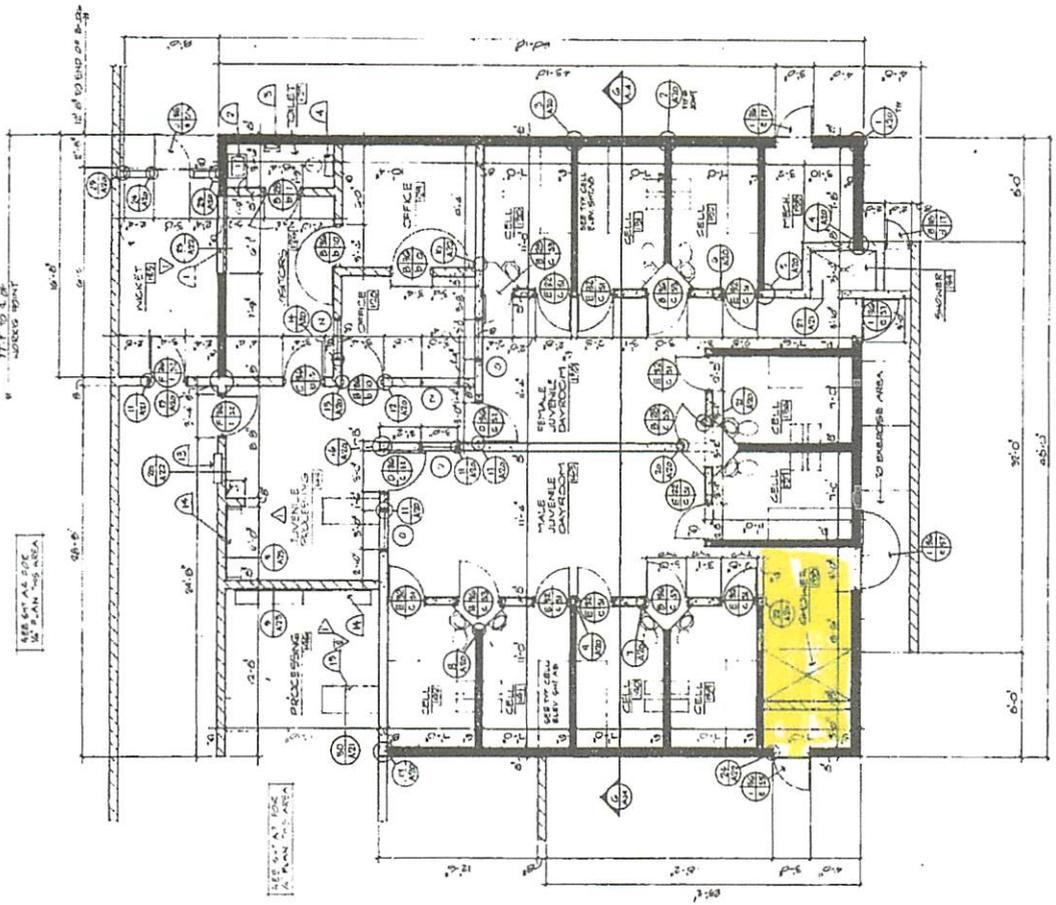


WOMENS WING
 ENLARGED 1/4" PLAN - E

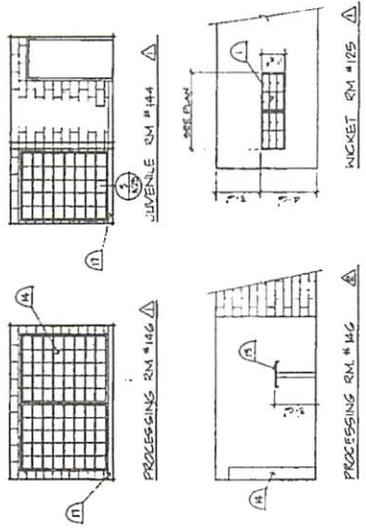


TYPICAL CELL ELEVATIONS

1. SEE PLAN FOR ROOM SCHEDULE.
2. SEE PLAN FOR ROOM SCHEDULE.
3. SEE PLAN FOR ROOM SCHEDULE.
4. SEE PLAN FOR ROOM SCHEDULE.
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19. SEE PLAN FOR ROOM SCHEDULE.
20. SEE PLAN FOR ROOM SCHEDULE.



JUVENILE WING
 ENLARGED 1/4" PLAN - B





DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaimer.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 155855 (Tuesday, March 1, 2016 1:59:15 PM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
Absolutely Clean and Bright Co DBA: A C B Construction LLC 25047 N 95th Ave Peoria, AZ 85383-1332 Phone: (623) 581-3550	CURRENT	KB-1 DUAL LLC	First Issued: 06/28/2000 Renewed Thru: 06/30/2016

License Class & Description **KB-1 DUAL BUILDING CONTRACTOR**

Comments

●[SEE MASTER FILE FOR ADD'L MEMBERS]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Lary Allen Mills	Qual. Date 06/28/2000	Name Judy Ann Christensen	Position MEMBER
Position QP/EMPLOYEE		Name William Andy Naismith	Position FORMER QP/None
Name Patrick Michael Mc Mahon	Inactivation Date 02/02/2004	Name William Andy Naismith	Inactivation Date 07/25/2006
Position FORMER QP/None		Position FORMER QP/None	

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open: 0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases	
Disciplined: 0	This is the number of complaints that resulted in discipline against this contractor.
Resolved/Settled/Withdrawn: 0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access: 0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy: 0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
NC6007	07/17/2008	\$10,000.00	\$0.00	\$10,000.00	CONTRACTORS BONDING & INS CO	

Bond [2] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
742851C	09/05/2006	09/02/2008	\$10,000.00	\$0.00	\$10,000.00	DEVELOPERS SURETY & INDEMN CO	

Bond [3] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
860603C	06/28/2000	09/21/2006	\$10,000.00	\$0.00	\$10,000.00	DEVELOPERS SURETY & INDEMN CO	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

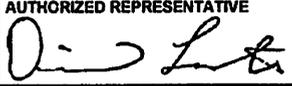
PRODUCER Brown & Brown Insurance of Nevada, Inc. 975 Kelly Johnson Drive, Suite 100 Las Vegas NV 89119	CONTACT NAME: Christi Jacobs PHONE (A/C, No, Ext): 702-939-3764 E-MAIL ADDRESS: cjacobs@bbnevada.com	FAX (A/C, No): 702-597-0159
	INSURER(S) AFFORDING COVERAGE	
INSURED Absolutely Clean & Bright LLC dba: ACB Construction 25047 N 95th Ave Peoria AZ 85383	INSURER A : Employers Mutual Casualty Co NAIC # 21415	
	INSURER B : AmTrust Insurance Company of 15954	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 891712128** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		4D93130	5/15/2015	5/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4E93130	5/15/2015	5/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4J93130	5/15/2015	5/15/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	KWC1046709	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured for General Liability per attached CG7174.3 (10-13) subject to policy terms, conditions and exclusions.
RE: Gila County Jail Showers job

CERTIFICATE HOLDER Gila County 7th Street Globe AZ	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.



Dur-A-Glaze MVP Primer

Warranties; Limitations of Remedies and Liability

Dur-A-Flex, Inc. warrants that Dur-A-Glaze MVP will, for a continuous period of ten (10) years, reduce water vapor transmission to the extent described in the Dur-A-Flex, Inc. current published catalogue and/or Web site, if Dur-A-Flex, Inc.'s application instructions, and the terms of the Dur-A-Glaze MVP product data sheet, stipulated in such catalogue or Web site (collectively, the "Dur-A-Flex Instructions") are strictly followed.

In the event of breach of the above warranty, Customer's sole and exclusive remedy shall be replacement or repair of materials actually damaged (i.e. affected areas only) due to water vapor transmission in excess of the above warranty, and reasonable labor charges.

This limited warranty warrants against failure caused by concrete water vapor pressure only. This warranty is null and void if water vapor pressure exceeds 20 lbs. per thousand square feet per 24 hours and/or relative humidity exceeds 99%.

Without limitation of the foregoing, this limited warranty is further subject to the following conditions:

- 1) Dur-A-Flex, Inc. products must be applied as per Dur-A-Flex Instructions on structurally sound and clean areas in which the concrete meets acceptable industry standards as defined in ACI Committee 201 Report, "Guide to Durable Concrete." If the areas to which the products are applied now or in the future fail to meet these standards, the aforementioned warranty shall be null and void.
- 2) The foregoing warranty shall be null and void if (a) a cohesive substrate failure in the concrete surface occurs resulting in a delamination of Dur-A-Glaze MVP; (b) concrete surfaces have been treated with any kind of penetrating surface sealer or curing compounds, and/or (c) silicates including alkaline silica reaction (ASR) related conditions caused Dur-A-Flex material to fail.
- 3) The aforementioned warranty shall be null and void if Dur-A-Flex, Inc. Instructions for material coverage/surface preparation are not strictly followed or products are applied to improper substrates in areas not properly prepared per Dur-A-Flex, Inc. Instructions, or bond inhibiting contaminants including without limitation ionic compounds or soluble salts are present preventing proper performance/adhesion of Dur-A-Flex products. Cracks and joints are not covered by this warranty.
- 4) The foregoing warranty shall be null and void if any cracks develop after the application of Dur-A-Flex, Inc. products or leakage/water vapor transmission occurs due to pin holes in the coating.
- 5) The foregoing warranty shall be null and void if the Dur-A-Flex, Inc. products have been applied by an applicator not approved/certified by Dur-A-Flex, Inc.
- 6) The foregoing warranty shall be null and void if the Dur-A-Glaze MVP Warranty Application is not delivered to Dur-A-Flex, Inc. at the address below within thirty (30) days of installation. Dur-A-Flex, Inc. reserves the right to verify and/or dispute the accuracy of any information supplied on the Warranty Application. Information supplied on the Warranty Registration shall not be deemed to satisfy, waive or otherwise modify the terms and conditions of any warranty.
- 7) The foregoing warranty shall be null and void if Dur-A-Glaze MVP is used with any product other than those recommended or manufactured by Dur-A-Flex.

The beneficiary of the warranty must provide Dur-A-Flex, Inc., 95 Goodwin Street, East Hartford, Connecticut 06108, a written notice within thirty (30) days of the discovery of a breach of this warranty in order to assert its right to any repairs covered by this warranty.





Dur-A-Glaze MVP Primer Warranties; Limitations of Remedies and Liability, cont'd

8) The following additional conditions apply, together with those listed above, where Dur-A-Glaze MVP is used with vinyl tile, sheet vinyl, carpet or any other resilient floor covering: the foregoing warranty shall be null and void (A) unless Dur-A-Glaze MVP is used with specific primers and cementitious underlayment as listed in the MVP Compatibility Chart on the Dur-A-Flex website and (B) unless Customer demonstrates that prior to installation the ionic compounds (salts) in the substrate were at acceptable levels, as analyzed in accordance with the Dur-A-Flex Floor Evaluation/Moisture Guidelines, at www.dur-a-flex.com, if the substrate was installed more than one (1) year prior to application of Dur-A-Glaze MVP.

Standard Warranty (covering all Dur-A-Flex goods):

Seller warrants that its goods are free from any defects in material or workmanship and are in conformity with its published specifications, subject to standard tolerances for variations, except that color cannot be warranted as to uniformity of shade or conformity to samples. Seller's sole liability and Customer's exclusive remedy for breach of any warranty as expressly limited, at Seller's option, is to replace material at the original FOB point or refund of the purchase price. A written notice of claim for breach of warranty must be delivered to Seller within sixty (60) days of observation and no more than one (1) year after delivery of the product. Seller shall be allowed reasonable opportunity to investigate the claim and inspect the product. In no event may Customer recover damages exceeding the price paid by the Customer for the specific goods as to which the claim is made, whether based on contract, tort, or any other theory.

The following terms and conditions apply to both the Standard Warranty and Additional Dur-A-Glaze MVP Warranty:

SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL WARRANTIES ARE NULL AND VOID IF CUSTOMER HAS NOT PAID IN FULL IN ACCORDANCE WITH SELLER'S PAYMENT TERMS. Seller shall not be liable for any claim resulting from failure to utilize product in the manner in which it was intended and in accordance with instructions provided for use of product on Dur-A-Flex, Inc.'s web site, product catalogue or otherwise.

Dur-A-Flex, Inc. shall not be liable, and Customer waives all claims made against Dur-A-Flex, Inc. for prospective profits or special, indirect, incidental or consequential damages, or any other damages or remedies not specifically provided above, based upon negligence, breach of warranty, strict liability in tort or any other cause of action. Dur-A-Flex, Inc. will not be liable for, and the Customer shall defend, indemnify and hold harmless (including without limitation costs and attorney's fees) Dur-A-Flex, Inc. from, any loss, damage or injury to persons or property, or claim thereof, resulting from (A) Customer's or any third party's or end user's handling, storage, transportation, resale, application or other use of the goods, or in combination with other substances, or otherwise or (B) selection or recommendation by Dur-A-Flex, Inc. of any applicator or other contractor. Any controversy or claim arising out of or relating to the within Warranty, terms and conditions shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Venue for the arbitration shall be in Hartford, Connecticut.



ACB CONSTRUCTION

25047 N 95th Avenue, Peoria, AZ 85383

License # 155855 AZ

License #: 0070155 NV

Toll Free: 1-866-581-3550

Phone: 623-581-3550

Fax: 623-581-3568

E-Mail judy@acbconst.com

Web Site: *acbconstruction.net*

WOMAN OWN BUSINESS

AZ DBE # 5286

copy only

WARRANTY

TO: Gila County Jail & Showers, Globe, AZ

FROM: JUDY CHRISTENSEN, MGR.

RE: 6 showers

SUBSTANTIAL COMPLETION DATE:

ACB Construction, a subcontractor, do hereby warrant that all labor furnished and work performed in conjunction with the above referenced project, are in accordance with the contract documents and authorized modifications thereto, and will be free from defect to defective product and workmanship for **3 years labor & 3 years product warranty**

Warranty shall include all labor, product and equipment found to be defective due to fault workmanship. System malfunction as a result of improper operation, misuse or abuse shall not be extended to this warranty.

SIGNATURE OF RESPONSIBLE PARTY: _____

DATE OF SIGNATURE: _____