

CITY OF SAN LUIS



REQUEST FOR BIDS (R.F.B.)

FINANCE WING RECONFIGURATION PROJECT AT SAN LUIS CITY HALL 1090 UNION ST, SAN LUIS, AZ 85349

MAILING ADDRESS:
P.O. Box 1170
SAN LUIS, AZ 85349

APPROVED BY:

ACTING CITY MANAGER:
JENNY TORRES

MAYOR:
NIEVES RIEDEL

VICE MAYOR:
GLORIA TORRES

COUNCIL MEMBERS:
MARIA CECILIA CRUZ
TADEO AZAEL DE LA HOYA
MATIAS ROSALES
LUIS E. CABRERA
JAVIER VARGAS

FEBRUARY 4, 2024

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1. SUMMARY AND BACKGROUND

Sealed bids will be received by the City of San Luis (“City”), 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona 85336, at the Office of City Clerk until 11:00 A.M., Arizona Time, Tuesday March 5th, 2024, and at that time publicly opened and read aloud, on the following:

Construction of a Municipal Complex Remodel and Reconfiguration of a portion of the Finance Wing of the administration building located at 1090 E. Union Street, San Luis, Arizona (“Project”).

General contract proposals will be received for the following scope of work: general construction; plumbing; heating, ventilating, and air conditioning; and electrical, as shown on the plans and specifications as prepared by Edais Engineering, Inc.

Sealed bids will be received by City of San Luis Clerk by hand or by mail:

City of San Luis Clerk
1090 Union St., PO Box 1170
San Luis, AZ 85336

Site visits and construction services will be coordinated through Facilities Project Coordinator.

Edgar Juarez
Facilities Project Coordinator
720 N 2nd Ave, P.O. Box 1170
San Luis, AZ 85336
(928) 341-8590, Ext. 1414
ejuarez@sanluisaz.gov

2. BID SUBMITTAL GUIDELINES

2.1 This Request for Bids represents the requirements for an open and competitive process. Bids will be accepted until **Tuesday March 5th, 2024**, 11a.m., Arizona Time. All bids must be signed by an official agent or representative of the company submitting the bid (“Bidder”).

2.2 Bids must be turned in a sealed envelope, directed to City of San Luis Clerk, with **“Bid for Finance Wing Reconfiguration Project at San Luis City Hall”**.

2.3 The City has divided the Project into three Sections. The Proposal submitted by Bidder shall make a proposal for each Section. The City reserves the right to award a Contract for each section separately and may award a contract for one, two, or all Sections in its discretion. The City reserves the right to award different Sections to different Bidders.

2.4 Non-disclosure of the data within a proposal cannot be guaranteed because of Public Records Laws.

- 2.5 No proposal may be withdrawn without the consent of the City for a period of ninety (90) days after the time for opening bids has passed.
- 2.6 The right is reserved to reject all bids or to waive any informalities in any bids and to accept any considered advantage to the City of San Luis.
- 2.7 If the bidder submitting a bid outsources or contracts any work to meet the requirements contained herein, this must be clearly stated in the bid. Any bid which calls for outsourcing or subcontracting work must include the name and description of the organizations being contracted. The amount of compensation being paid for said outsourced or subcontracted work must also be included.
- 2.8 The bidder shall include in the contract the sum of all applicable taxes, permit fees, and other costs to the bidder.
- 2.9 No bid shall be considered which is deemed as an irregular bid or which fails to conform in all material respects to the Plans, Specifications, and contract Documents. Bids may be deemed irregular and may be considered non-responsive for any of the following reasons:
 - A. If the bid is incomplete.
 - B. If the bidder does not supply or has improper or inadequate state contractor's license(s) to perform the work.
 - C. If there are unauthorized additions, statements, interlineations, alterations, conditional or alternate bids, or irregularities of any kind.
 - D. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award.
 - E. If the bidder fails to submit any required document, including but not limited to any document attached as an exhibit hereto, or submit any information as required herein.
- 2.10 Bidders shall familiarize themselves with the provisions of the laws, codes, and regulations of the State of Arizona, City of San Luis, Yuma County, local agencies, and any entity or authority that has jurisdiction at the location of the site of this project. Contractors shall comply with, and require all subcontractors to comply with, all state and local contractor's license laws, including but not limited to City business license laws.
- 2.11 The following information shall be completed and submitted with the bid:
 - A. Addenda Form (if applicable)
 - B. AZ Bid Bond
 - C. Bid Proposal
 - D. No Collusion Affidavit
 - E. Subcontractor and Material Providers (Questionnaire)
- 2.12 Any bidder may withdraw or revise their bid by written request to the City at any time prior to the deadline for bid submittal as set forth in this Request for Bids. Any withdrawal or revision must be signed by a duly authorized representative of the bidder. If a bidder withdraws a bid after the time set for opening bids, the Bid Bond is subject to forfeiture as liquidated damages.
- 2.13 Any Addenda issued during the time of bidding shall become part of the documents used by the bidder for the preparation of his bid, shall be covered by the bid, and shall be made a part of the contract Documents. It is the sole responsibility of the bidder to ensure that they have received and reviewed all Addenda and submit the signed

and dated Addendum Acknowledgment Form.

- 2.14 The contract will be awarded to the lowest responsive and responsible bidder determined from the Bid Proposal, which complies with these instructions and with the Request for Bids. The City reserves the right to award a Contract for each section separately and may award a contract for one, two, or all sections in its discretion and may award different Sections to different Bidders and may enter into separate contracts for each Section. The City reserves the right to accept or reject any or all bids, to waive any informality or irregularity in the bids received, or to withhold the award for any reason the City, in its sole discretion, determines. Bids will be received until the time and date designated in the Request for Bids. The City will reject bids submitted after the designated deadline.
- 2.15 The City will not accept bids or award contracts to any person in arrears to the City for any debt or contract, in default on any surety bond, or otherwise deficient in any obligation to the City.
- 2.16 The City will notify the successful bidder that their bid has been accepted via a written Notice of Award to the address listed in the Bid Proposal. The form of contract that the successful bidder as the contractor will be required to execute is included in the contract Documents. The contract, bonds, insurance certificate, and other required forms shall be provided to the Facilities Project Coordinator of the City within ten (10) days after receipt of the Notice of Award, or the Bid Security shall be forfeited as provided elsewhere herein.
- 2.17 No binding contract will be formed until and unless all contract Documents have been fully executed.
- 2.18 The successful bidder, simultaneously with the execution of the contract, will be required to furnish the following documents:

A. Bonds: A Performance Bond in an amount equal to one hundred percent (100%) of the contract sum and a Materials and Labor (Payment) Bond equal to one hundred percent (100%) of the contract sum. Bonding companies and insurance carriers shall be “Best Rated B++ or better by A, M. Best Company or comparable rating as determined at the sole discretion of City. Each bond shall be executed by a surety (bonding company) duly licensed in and possessing a certificate of authority to transact surety business in the State of Arizona issued by the Arizona Department of Insurance and acceptable to the City. The Surety Bond shall not be executed by an individual surety or sureties. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in the State of Arizona. The Bonds shall have attached thereto a certified copy of Power of Attorney for the signed official executing the bonds.

B. Insurance: bidder and/or 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 bidder, his agents, representatives, employees, or subcontractors.

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

The City in no way warrants that the minimum limits contained herein are sufficient to protect the bidder from liabilities that might arise out of the performance of the work under this contract by the bidder, his agents, representatives, employees, or subcontractors.

Bidder is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of San Luis is named as an additional insured, the The City of San Luis shall be an additional insured to the full limits of liability purchased by the bidder, even if those limits of liability are in excess of those required by this contract.

Additional Insured:

City of San Luis

1090 E Union Street

San Luis, AZ 85349

2. The vendor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this contract shall be emailed directly to msabori@sanluisaz.gov and ejuarez@sanluisaz.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for nonpayment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII unless otherwise approved by the City of San Luis Risk Management Division.

Verification of Coverage: The vendor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) 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 any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this contract must be in effect at or prior to the commencement of work under this contract and remain in effect for the

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

Insurance Limit Requirements – The vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

The policy shall include bodily injury, property damage, personal injury, and broad form. Contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000 (if applicable)
- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

The policy shall be endorsed to include the following additional insured language: “The City of San Luis shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the vendor. “

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this contract.

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

The policy shall be endorsed to include the following additional insured language: “The City of San Luis shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the vendor.

Worker’s Compensation and Employer’s Liability:

Workers’ Compensation Statutory Employer’s Liability

- Each Accident - \$ 1,000,000
- Disease – each employee - \$ 1,000,000
- Disease – policy limit - \$ 1,000,000

The policy shall contain a waiver of subrogation against the City of San Luis for losses arising from work performed by or on behalf of the vendor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the vendor shall provide City with evidence that it is either a “self-insured employer” or a “carrier-insured employer” for Workers’ Compensation as required by ARS 23-901 et seq. or that it employs no persons subject to the requirement for such coverage.

C. Other: A current, fully complete W-9.

2.19 No Assignment by a bidder or contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the contractor, will be

recognized by the City unless such assignment has had prior written approval of the City; and the surety has been given due notice of such assignment in writing and has consented thereto in writing.

2.20 The contractor shall achieve the final completion of work on or before June 27, 2024.

2.21 Each bidder shall deposit with his or her proposal a certified check or bank draft by a responsible bank, payable to the order of the City, or a satisfactory bid bond executed by the bidder with a surety acceptable to the City in an amount equal to ten percent (10%) of the bid. The bid bond or certified check shall be forfeited in case the contractor fails to enter into a contract with good and sufficient bond within fourteen (14) days after notification by the City.

2.22 The successful bidder will be required to furnish satisfactory performance bond and labor and material payment bond in a sum equal to the contract price, in form and with surety satisfactory to the City.

2.23 The successful bidder shall obtain and provide all necessary permits as part of the proposal.

3. PROJECT DESCRIPTION

3.1 The City of San Luis is seeking cost proposals to remodel the finance wing at City Hall. The following are the estimated tasks associated with this project. A Project Map is attached as an exhibit hereto and, by this reference is incorporated herein.

3.2 Description of work: The remodeling of the finance wing will be broken down into three sections. Section 1 will be an addition of three enclosed offices, section 2 will be an expansion of a conference room, and section 3 will be an addition of one restroom and storage room. Each of these sections involves demolition/removal of existing walls, new openings in walls for doors, the addition of walls to matching texture and color, the addition of matching doors, addition of matching windows, electrical work, replacement of lighting fixtures, replacement/relocation of HVAC, and other improvements as in the engineering plans. Divisions within the construction location will take care of removing personal decorations and paperwork. The City's I.T. division will remove computers and electronics prior to moving furniture and install them after work is performed. The contractor is responsible for removing furniture to an allocated area by City staff and replacing it after a section is completed. The proposal for each section must be quoted individually. Before initiating a section, the contractor must close/barricade the section without limiting emergency exits to minimize closing facility and essential functions. Improvements to these sections must follow the engineering plans provided.

Section 1 – Addition of three enclosed offices.

- Removal of furniture, cubicles, and obstructions.
- Demolition of wall into old H.R. section.
- Addition of walls for three new offices. Drywall, texture, and color to match existing.
- Removal of wall sections to add door and window to existing office of old H.R. director.
- Sealing of old H.R. director's door.
- Addition of (4) doors, (4) windows, and hardware to match existing.

- Addition of electrical and data ports.
- Acoustical ceiling relocated and/or replaced.
- HVAC supply relocated and/or replaced.
- Fire pull box relocated and/or replaced.
- Ceiling lighting relocated and/or replaced to match existing.
- Addition of light switches and working independently in each office.
- Moving/Returning furniture to its original space.

Section 2 – Expansion of conference Room

- Removal of furniture and obstructions.
- Demolition of wall
- Addition of wall with drywall, texture, and color to match existing walls.
- Acoustical ceiling relocated and/or replaced.
- HVAC supply relocated and/or replaced.
- Ceiling lighting relocated and/or replaced to match existing.
- Addition of strobe for fire emergency.
- Moving/Returning furniture to its original space.

Section 3 – Addition of restroom/storage

- Removal of furniture and obstructions.
- Removal of existing carpet and baseboards for new restroom flooring. Save carpet for other sections if needed.
- Plumbing for new restroom
- Preparation of surfaces.
- Installation of new restroom flooring (floor tile) to match other restrooms.
- Removal of walls and window to add doors to match existing. Door 1 into restroom access and door 2 into storage area.
- Addition of electrical ports and light switch.
- Acoustical ceiling relocated and/or replaced.
- HVAC supply relocated and/or replaced.
- Addition of strobe for fire emergency in restroom.
- Moving/Returning furniture to its original space.
- FRP Walls

General: Contractor shall:

3.3 Coordinate with Facilities Project Coordinator in sequence of events of all work to minimize impact to services. The owner will request for floor to be installed in sections to prevent closing of facility and essential functions.

3.4 Follow proposed schedule provided by the “City” with areas phased in so staff can clear spaces to complete work.

3.5 Be responsible for removal and disposal of existing materials, trash, and debris.

3.6 Be responsible for all fees associated with disposal.

- 3.7 Be responsible for preparation of surfaces for construction including leveling, scraping of substrate to remove debris, subfloor preparation, drywall patching and paint overspray, filling cracks and holes.
- 3.8 Be responsible for final cleanup of all surfaces once construction is complete.
- 3.9 Site Visit: Contractor must coordinate a site visit through Facilities Project Coordinator listed above for proposal to be considered responsive.

4. REQUEST FOR BIDS PROJECT TIMELINE (ALL IN ARIZONA TIME)

- **February 4th and February 11th, 2024, at 8 a.m.** – Advertisement dates, Start Project Timeline
- **February 21st, 2024, at 1:00 p.m.** - A Pre-bid meeting will be held at Pedro Julian Multipurpose Room at City Hall.
- **March 5th, 2024, at 11:00 a.m.** - All bids in response to this RFP are due.
- **March 5th, 2024, at 11:00 a.m.** – Bid Opening
- **March 5th – 7th, 2024** - Evaluation of bids will be conducted. If additional information or discussions are needed with any bidders during this window, the bidder(s) will be notified.
- **March 7th, 2024** – The staff recommendation to present to City Council for the lowest responsible bidder is expected to be made.
- **March 27th, 2024** – City Council selection of lowest bidder.
- **March 28th – April 2nd, 2024** – Contract negotiation with the winning bidder.
- **April 3rd, 2024 – June 27th, 2024** – Project completion time frame.

4.1 This project requires recommendation by the City of San Luis Facilities Department and approval for award by the City of San Luis Council. It is anticipated that this work would be recommended and approved at a **March 27th, 2024**, Council meeting.

4.2. Construction work on this project is allowed Monday to Thursday, 6 p.m. – 6 a.m., Friday to Sunday all day, excluding holidays. Additional hours may be granted by Facilities Project Coordinator, if the project phase does not consist of loud noises, dust, debris, and distractions to city staff.

4.3 Completion is to occur no later than **June 27th, 2024**.

4.4 Questions for the city will be gathered into one email communication from the prospective bidders and submitted to Edgar Juarez, Facility Project Coordinator at ejarez@sanluisaz.gov. All inquiries must be received by **February 23rd, 2024**. All inquiries made by prospective bidders will be answered by the City by **February 27th, 2024** and will be submitted to all interested parties to ensure that all parties are operating with the same information.

5. Terms and Conditions

7.1 If for any reason, the firm selected shall fail to fulfill the obligations agreed to in a timely manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least (7) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.

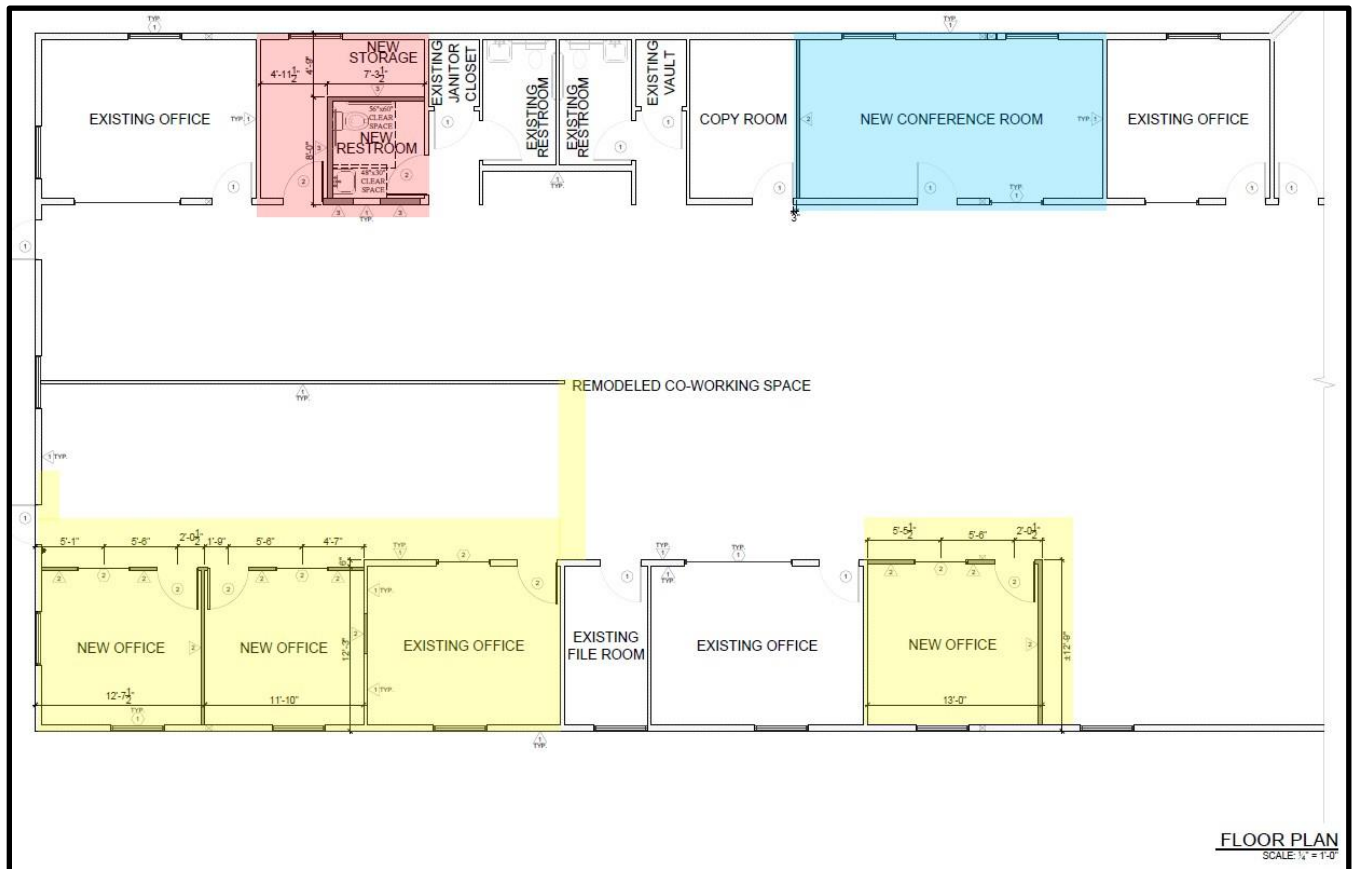
7.2 “Provider agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs, (including attorney fees) arising out of this agreement, caused in whole or in part by the Provider or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.”

- 7.3 The contract resulting from the award of this RFB shall commence upon execution after award by the City Council.
- 7.4 All costs associated with preparation, submittal and presentation of bids shall be borne by the bidder.
- 7.5 Work shall be completed by technicians who are qualified in their area of work.
- 7.6 Contractors shall provide submittals for all materials prior to start of construction. The owner shall approve materials prior to installation.
- 7.7 If in the course of work, the contractor damages, marks, or misplaces anything they will replace it or restore it to its original condition. Based on the contractor's proposed fixes, the owner shall decide the best course of action to repair any damage done by the contractor.
- 7.8 The City of San Luis will notify the successful respondent by telephone, followed by written confirmation. Each respondent whose bid is not accepted will receive notification by mail. The City of San Luis will authorize the award of a contract to the successful respondent. If a contract cannot be finalized within fifteen (15) days of the award, the City reserves the right to enter into negotiations with another respondent.
- 7.9 Respondents not selected have ten business days from email delivery notification to initiate a written protest. The City of San Luis reserves the right to reject any or all responses; to make modifications to, or waive irregularities of information in any RFB, if city staff deems this to be in the best interest of the City of San Luis. The City of San Luis may decide to readvertise the RFB and/or to take any steps determined prudent to resolve the protest.

Project Map

- * Electronic copy of plans may be requested to Facilities Project Coordinator at ejuaraz@sanluisaz.gov.
- * The project sections are highlighted in yellow, blue, and red.

San Luis City Hall



Section 1: Yellow
Section 2: Blue
Section 3: Red

Project Images



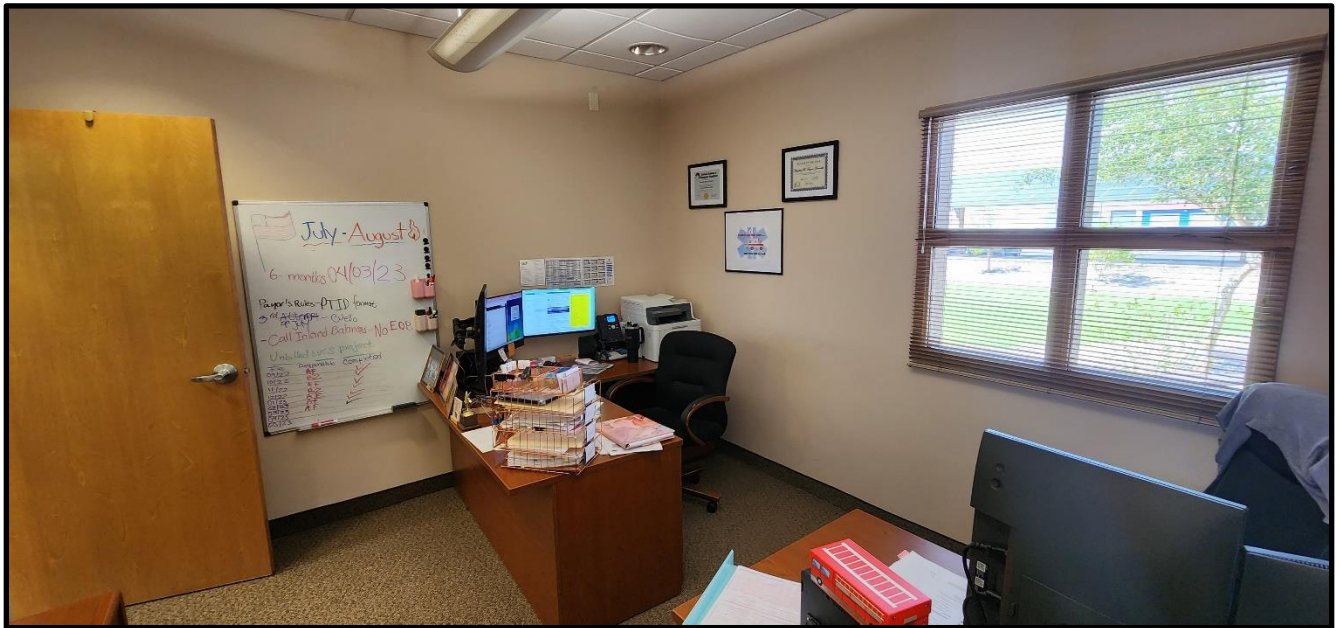
Section 1: Addition of 2 enclosed offices



Section 1: Addition of 1 enclosed office



Section 1: Removal of wall into old HR division.



Section 2: Expansion of office to new conference room.



Section 2: Extension of Conference Room, Image of copy room that will decrease in size.



Section 3: Installation of new restroom. On the left: Office will turn into restroom and storage.



Section 3: Office into new restroom and storage.

CITY HALL FINANCE WING IMPROVEMENTS

Sequence of Construction

Preparation Phase:

Obtain necessary permits and approvals from local authorities.
Notify employees about upcoming construction activities.
Secure the site with appropriate dust and debris control barriers and signage.
Disconnect electrical system on the area.

Demolition Plan:

Survey the building to identify areas for demolition and modifications in the designated areas.
Develop a detailed demolition plan outlining which walls, fixtures, and other elements need to be removed based on the approved plans.
Arrange for the removal of hazardous materials by certified professionals. (If Any)
Implement safety measures to protect office employees and minimize disruption to surrounding areas.

Demolition Execution:

Begin demolition work according to the approved plan, including removal of walls and existing light fixtures in designated areas.
Remove T-grid ceiling sections adjacent to the new office wall before construction begins.

Construction Execution:

Begin construction of new office spaces according to the approved plans.
Begin framing construction of the new walls as per the design.
Coordinate with subcontractors for electrical work, including relocation of receptacle outlets and installation/replacement of light fixtures.
Apply drywall texture and paint to match existing wall finishes, maintaining consistency throughout the building.
Ensure compliance with building codes and safety regulations throughout the construction process.
Implement quality control measures to maintain construction standards.
Minimize construction waste in the building during construction.

Interior Finishing:

Install interior finishes such as flooring, paint, doors, and trim according to the design specifications, to match existing finishes.
Adjust T-grid ceiling to match the rest of the building ceilings, ensuring uniformity.
Coordinate installation of electrical outlets, light fixtures, AC return ducts, data ports, and other fixtures in the new offices.
Conduct final inspections to ensure that the new offices meet quality standards and comply with regulations.

Testing and Commissioning:

Test all electrical systems, HVAC systems, and fixtures to ensure functionality and safety.
Conduct thorough inspections of the new offices and common areas to identify any defects or issues.
Address any deficiencies promptly to ensure the project meets the required standards.

Final Touches:

Complete any remaining finishing touches, such as cleaning the premises and removing construction debris.

City of San Luis
Finance Wing Reconfiguration Project
BID PROPOSAL
Bid Submittal Form

Bid Schedule

Section 1: Addition of 3 Enclosed Offices					
Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Labor: Demolition of existing walls, preparation of surfaces, and installation of new improvements.	1	Lump Sum		
2	All materials and equipment	1	Lump Sum		
3	Taxes and Fees	1	Lump Sum		
				Subtotal	
				5% Contingency	
				Total	

Section 2: Expansion of Conference Room					
Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Labor: Demolition of existing walls, preparation of surfaces, and installation of new improvements.	1	Lump Sum		
2	All materials and equipment	1	Lump Sum		
3	Taxes and Fees	1	Lump Sum		
				Subtotal	
				5% Contingency	
				Total	

Section 3: Addition of Restroom					
Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Labor: Demolition of existing walls, preparation of surfaces, and installation of new improvements.	1	Lump Sum		
2	All materials and equipment	1	Lump Sum		
3	Taxes and Fees	1	Lump Sum		
				Subtotal	
				5% Contingency	
				Total	

GRAND

TOTAL _____ (Bidder understands that City reserves the right to award a Contract for each section separately and may award a contract for one, two, or all sections in its discretion and may award different Sections to different Bidders.)

THIS PROPOSAL IS SUBMITTED BY _____,

A corporation organized under the laws of the State of _____,

or a partnership consisting of _____,

or individual trading as _____,

of the City of _____ (City, State) and is the holder of Arizona State Contractor's license(s): _____ (type) Classification _____ License No. _____.

The bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ _____ and the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS 32-1101 et seq.]

Respectfully submitted,

Bidders Firm _____

Address _____

City, State, ZIP _____

By _____
[Signature] [Date]

Name _____

Title _____

ATTEST:
[If Bidder is an individual]

Witness: _____
[Signature] [Date]



Request for Proposals City of San Luis, Arizona

Finance Wing Reconfiguration Project at San Luis City Hall

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received in the Office of City Clerk, City Hall, 1090 E Union Street, City of San Luis, Arizona **until 11:00 A.M. (Arizona Time) on Tuesday February 27th, 2024,** for furnishing all labor, materials, equipment, tools and performing all services required for the **Finance Wing Reconfiguration Project at San Luis City Hall**. Proposals will then be publicly opened and read aloud. Each bid should be submitted in the proposal form and be accompanied by a certified check or bid bond in the amount of ten percent of the total amount of the bid.

The proposed work is located at the San Luis City Hall, 1090 Union St., in San Luis, Arizona, 85349. The work consists of remodeling Finance Wing in three different sections: Section 1 consists of addition of 3 new offices, section 2 consists of conference room expansion, and section 3 consists of addition of a restroom. Work will be performed per specifications in the Request for Proposal package and Project Plans.

The project shall be completed from the dates March 18th, 2024, and finished no later than June 20th, 2024. Site visits, RFP documents, and further information can be obtained at the office of:

Edgar Juarez, Facilities Project Coordinator, 720 N 2nd Avenue, San Luis, Arizona 85349, ej Suarez@sanluisaz.gov, 928-341-8590, Ext: 1414.

A non-mandatory pre-bid conference will be held at the City of San Luis Pedro Julian Conference Room in City Hall on **Tuesday, February 13th, 2024, at 1pm (Arizona Time)** to discuss specifications and any questions bidders may have.

All bids must be in a sealed envelope and plainly marked: **“Proposal for Finance Wing Reconfiguration Project at San Luis City Hall.”**

The City of San Luis reserves the right to cancel this procurement, and/or to reject any or all bids, and/or to waive any informality in any bid. No bidder may withdraw his bid for a period of sixty (60) days after the date set for the bid opening thereof:

City of San Luis, Arizona

JENNY TORRES, Acting City Manager
Yuma Sun: 2/4/24 & 2/11/24

BID SURETY BOND

Project Name:

For: City of San Luis, Arizona

KNOWN ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, (hereinafter call the Principal), and the _____, a corporation duly organized under the laws of the State of

_____ And duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called City] as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City of 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, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its PROPOSAL for:

Project Name: _____

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for this the Obligee may in good faith contract with another party to perform the work covered by the PROPOSAL then this is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities of this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this _____ day of _____, 2024

Principal Firm [Seal]

Surety Firm [Seal]

Principal Signature

Surety Signature

Name and Title

Name and Title

Agency of Record

Address

NOTE: Attach current power of attorney}

NON-COLLUSION AFFIDAVIT

Project Name:

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either 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 this CONTRACT.

Signature of Bidder

Title

Business Name

Address

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

Notary Public

Notary Public in and for the County of _____, State _____.

My Commission Expires _____, 20____.

**BIDDER'S PARTICIPATION,
SUBCONTRACTOR AND SUPPLIERS LIST**

Project Name:

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL in the same sealed envelope.

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AN ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING

BIDDER,

**SUBCONTRACTOR
AND/OR SUPPLIER**

**CURRENT AZ LICENSE
[CONTRACTOR/SUB CONTRACTOR]**

1. _____

2. _____

3. _____

4. _____

5. _____

CONSTRUCTION CONTRACT

This Construction Contract (this “Contract”) made this ____ day of _____, 2024, between _____, having its principal office at _____ (“Contractor”), and the City of San Luis, Arizona, a municipal corporation, 1090 E. Union Street, San Luis, Arizona 85336 (“City”).

SECTION ONE.

CONTRACT DOCUMENTS

The advertisement for bids, the Request for Bids (“RFB”) for Construction of a Municipal Complex Remodel and Reconfiguration of a portion of the Finance Wing of the administration building located at 1090 E. Union Street, San Luis, Arizona (“Project”), the Plans and Specifications for Project, the Proposal, Addenda, Bonds required by the RFB, documents or submittals required by the RFB, Certificates of Insurance required by the RFB, Change Orders, if any, are, by this reference made a part of this Contract to the same extent as if fully set forth again in full. Part 101 of the 2015 Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction as adopted by the City of San Luis as its Public Works Standards (“Part 101”), shall apply to this Contract. In the event of a conflict between Part 101 and the RFB, the terms and conditions of the RFB shall control. All references to Engineer in Part 101 shall refer to the Facilities Project Coordinator.

SECTION TWO.

DESCRIPTION OF WORK

Contractor will perform the work described in the Request For Bids for Construction of a Municipal Complex Remodel and Reconfiguration of a portion of the Finance Wing of the Administration Building located at 1090 E. Union Street, San Luis, Arizona (“Project”). City has divided the Project into three Sections.

This contract shall be for Section(s) _____ as set forth in the Proposal submitted by Contractor.

SECTION THREE.

THE CONTRACT PRICE

City shall pay Contractor the fixed sum of \$ _____ (the “Contract Price”) for the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties.

SECTION FOUR.

PAYMENT SCHEDULE

The Contract Price shall be paid upon completion of the work for each Section for the Section or Sections described above. Payment to be made within 30 days after billing.

**SECTION FIVE.
START AND COMPLETION OF WORK**

The work to be performed under this Contract shall be commenced on approximately _____, as long as any required building permits are received and any agreed upon funds are paid to Contractor. The Project shall be completed by approximately June 20, 2024, subject to permissible delays as defined in this Contract. Substantial commencement of the work shall be deemed to occur when Contractor first supplies workers to the Project who actually commence construction operations.

**SECTION SIX.
PERMITS AND TESTS**

Unless otherwise agreed in writing by the parties, City shall be responsible for the cost of all permits required for the Project. City shall also be responsible for the cost of any testing or inspection of the Project which may be required.

**SECTION SEVEN.
PERMISSIBLE DELAYS**

Contractor shall be excused from any delay in the completion of the work to be performed under this Contract caused by acts of nature, inclement weather, acts or omissions of City or of City's agents, employees or independent contractors, material shortages, strikes or other labor troubles, acts of public utilities, acts of public bodies or inspectors (unless related to defects in Contractor's performance), extra work, changes requested by City, failure by City to make payments promptly, or other circumstances or contingencies unforeseen by Contractor and beyond Contractor's reasonable control.

**SECTION EIGHT.
EXTRA WORK**

No extra work is to be performed without a written change order approved by City. Prior to approval of such change order, Contractor shall provide an estimate of cost for such extra work, and at no time shall the cost for such extra work exceed said estimate.

**SECTION NINE.
RELEASE OF MECHANICS' LIENS**

Upon satisfactory payment being made for any portion of the work performed, Contractor shall, prior to

any further payment being made, furnish to City a full and unconditional release from any claim or mechanic's lien pursuant to *[citation of statute]*, for that portion of the work for which payment has been made.

SECTION TEN.

INSURANCE

Bidder and/or 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 Bidder, his agents, representatives, employees, or subcontractors.

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

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

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of San Luis is named as an additional insured, the City of San Luis shall be an additional insured to the full limits of liability purchased by the Bidder even if those limits of liability are in excess of those required by this Contract.

Additional Insured:

City of San Luis

1090 E Union Street

San Luis, AZ 85349

2. The Vendor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to msabori@sanluisaz.gov and ejarez@sanluisaz.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for nonpayment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of San Luis Risk Management Division.

Verification of Coverage: Vendor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) 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 any required endorsements are to be received and approved by the City 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 contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form.

contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000 (if applicable)
- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

The policy shall be endorsed to include the following additional insured language: "The City of San Luis shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Vendor".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

The policy shall be endorsed to include the following additional insured language: "The City of San Luis shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor".

Worker's Compensation and Employer's Liability:

Workers' Compensation Statutory Employer's Liability

- Each Accident - \$ 1,000,000
- Disease – each employee - \$ 1,000,000

· Disease – policy limit - \$ 1,000,000

Policy shall contain a waiver of subrogation against the City of San Luis for losses arising from work performed by or on behalf of the Vendor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

SECTION ELEVEN. MISCELLANEOUS

A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Contractor or City of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.

B. Attorneys’ Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys’ fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorneys’ fees shall be included therein, such fees to be set by the court and not by jury.

C. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

D. Headings. The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

E. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this contract.

F. Time of the Essence. Time is of the essence of this contract.

G. No Partnership and Third Parties. It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between Contractor or City. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, are hereby superseded and merged herein.

I. Amendment. No change or additions are to be made to this agreement except by a written amendment executed by the parties hereto.

J. Governing Law. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 38 511.

K. Reformation. Should any term, provision, covenant, or condition of this agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.

L. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

M. Severability. Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. No Personal Liability. No member, official or employee of the City shall be personally liable to CONTRACTOR, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to CONTRACTOR or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.

O. Employment Eligibility. CONTRACTOR hereby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of CONTRACTOR and any contractor or subcontractor employee of CONTRACTOR to ensure that CONTRACTOR and any of its contractors or subcontractors are compliant with this warranty.

P. Sudan/Iran Investments and Business Operations. By entering into this agreement, Licensee certifies that it does not have scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. §35-391 et seq. and §35-393 et seq.

Q. No Forced Labor of the Ethnic Uyghurs. Under A.R.S. § 35-394 Contractor certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this Contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

R. No Israel Boycott. Contractor hereby certifies that the Contractor is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

S. Compliance with Law. Contractor that it will comply with all federal, state, and local statutes, laws, ordinances, rules, and regulations. The Contractor will comply with the Americans with Disabilities Act (ADA) and will indemnify the City for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. The Contractor will not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this Contract, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, the Contractor must include similar requirements of subcontractors in any contracts entered into for performance of the Contractor's obligations under this Contract. The Contractor agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as

amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, the Contractor must include similar requirements of all subcontractors in contracts entered for performance of the CONTRACTOR's obligations under this Contract.

T. Assignment. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

The parties have executed this Construction Contract at San Luis, Arizona the day and year first set forth above.

CONTRACTOR

By: _____

THE CITY OF SAN LUIS, an Arizona municipal corporation

By: _____

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

City Attorney