



**Northern Arizona Intergovernmental
Public Transportation Authority**

(“Mountain Line”)

3773 N. Kaspar Dr., Flagstaff, AZ 86004

(928) 679-8908

www.naipta.az.gov

REQUEST FOR BIDS

DATED: April 16, 2021

FOR:

**KASPAR INTERSECTION CONSTRUCTION
PROJECT**

2020-116.2

**Due Date & Time
Friday, May 21, 2021
2:00 PM AZ**

REQUEST FOR BIDS

KASPAR INTERSECTION CONSTRUCTION

SUBMITTAL DUE DATE AND TIME: March 19, 2021 at 2:00 P.M. LOCAL AZ TIME

SUBMITTAL LOCATION: Mountain Line
3773 N. Kaspar Dr.,
Flagstaff, AZ 86004

PRE-BID MEETING DATE AND TIME: April 30 10 AM AZ

LOCATION: Virtual, link TBA
Mountain Line
3773 N. Kaspar Dr.,
Flagstaff, AZ 86004

The Pre-Bid Meeting is **MANDATORY**

BIDDING DOCUMENTS: Bidding Documents, including plans and specifications along with any addenda or supplemental information, may be viewed online by registering with the Mountain Line via <https://mountainline.az.gov/services-programs/purchasing/>.

FINAL COMPLETION OF WORK: No later than June 30, 2022

QUESTIONS: All questions must to be submitted via email only by **5:00 PM, May 7, 2021** Answers to questions and other clarifications will be in the final Addenda issued through Mountain Line Website at on or before **5:00 PM May 14, 2021**.

PROJECT DESCRIPTION

Northern Arizona Intergovernmental Public Transportation Authority (“Mountain Line”) is a public transit agency serving the Flagstaff area with a fleet storage and administration facility located on Kaspar Drive. Mountain Line received a Federal Transit Administration (“FTA”) grant to design and construct public road improvements to connect Kaspar Drive to the Route 66 and Highway 89 intersection (“Project”).

The primary objective of the Project is to provide safe and efficient access for transit vehicles to the major road arterial. The new road connection also supports the City of Flagstaff and MetroPlan goals for improved access and mobility, identified as a key transportation goal (T.1) in Flagstaff Regional Plan 2030 (FRP30) (more info can be found here: <https://www.flagstaff.az.gov/2936/Flagstaff-Regional-Plan-2030>). The project is identified in MetroPlan’s FY 2020-2025 Transportation Improvement Program (TIP) (more info can be found here: <https://www.metroplanflg.org/21-25-tip>).

The project is a public improvements project; Mountain Line is the “Owner” and permit applicant. Upon final completion of the project, the City of Flagstaff will own and maintain the public improvements.

Scope of Work

Mountain Line is seeking a qualified, experienced and licensed General Contractor to construct the public roadway improvements including but not limited to, demolition, grading, relocation of public utilities, coordination of third-party utilities, installation of bicycle and pedestrian improvements, bus stop relocation, traffic signals installation, paving, and landscaping as defined in the documents set forth in the Special Provisions List included in this RFB.

General Contractor shall be an Arizona licensed Contractor for Class A General Engineering.

The Project is located in east Flagstaff within City of Flagstaff right of way with grading limits on adjacent parcels: Mountain Line, Mt. Elden Villas HOA and two private Mt. Elden Villas residents. Temporary Construction Easements (“TCEs”) will be executed prior to issuing Contractor Notice to Proceed.

The Project area shown in Construction Plans included as part of the Special Provisions List.

- a. All work performed by Contractor shall meet all applicable federal, state and local codes. Contractor shall obtain all required permits and inspections.

All work performed by Contractor shall meet all applicable “Contract Documents” as set forth below with the following order of precedence governing:

- a. Special Provisions, including all those included in the Special Provisions List included in this RFB;
- b. Signed Contract entered into pursuant to this RFB;
- c. This RFB;

- d. City of Flagstaff Standard Details and Construction Specifications.
- e. Amendments to MAG Standard Specifications for Public Works Construction (General Provisions) Amended October 2020 (“City Specifications”);
- f. Mountain Line General Conditions;
- g. Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Latest Edition (“MAG Standard Specifications”);
- h. Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, Revisions through 2010;
- i. Manual on Uniform Traffic Control Devices (“MUTCD”); and
- j. ADOT Design Standards.

Contractor shall be responsible for materials testing, traffic control, coordination of inspections and permits.

Contractor shall be responsible for all taxes, bonding, and insurance, which shall be part of their Bid as required by RFB Section 2.0, Instruction to Bidders.

Mountain Line shall be responsible for City of Flagstaff permitting and inspection fees.

Mountain Line will utilize a third-party Owner Representative (“OR”) during construction. Mountain Line OR shall be main point of contact for Mountain Line responsible for overall on-site contract management, administration, project controls, and coordination.

Construction services include but are not limited to the construction of all improvements per approved construction plans and specifications as follows:

- Perform and provide a preconstruction video of the site and adjacent residences and businesses.
- Obtain City of Flagstaff Public Improvements Permit including grading and public improvement permit. <https://www.flagstaff.az.gov/DocumentCenter/View/8298/12-06-18-Improvements-Permit-Application-Packet?bidId=>
- Provide weekly certified payrolls (including all subcontractors) in accordance with Davis Bacon Act requirements.
- Coordinate inspections and testing of all work.
- Establish, maintain and update construction schedule.
 - Identify activity sequencing, durations and milestone dates
- Procurement of materials and services.
- Participate in pre-construction meeting with City and Mountain Line Owner Representative.
- Lead ongoing regular OEC (Owner, Engineer, Contractor) meetings.
- All communications concerning the performance of the Services or the Project shall be provided in writing to the designated Project Manager and Professional’s Representative. All changes will be executed in writing using Attachment N, Change Order Form.
- Coordinate relocation of city utilities: sanitary sewer, water and reclaim water.
- Coordinate relocation of dry utilities: Work and Coordination for Gas relocation.

- Coordination with third party dry utilities for third party relocation by others of fiberoptic communication duct bank.
- Install traffic signals and related equipment, advanced detection and future connectivity for TSP (Transit Signal Priority).
- Coordinate with various City departments, franchise utilities, and other stakeholders as warranted.
- Develop construction sequencing to minimize impacts to Mountain Line, neighborhoods and businesses.
- Obtain approval for SWPPP NOI submittal.
- Develop As-builts Drawings for City file per City of Flagstaff requirements.
- Notify Mountain Line, Flagstaff Police and Fire, Emergency services of road closures and alternate traffic routes.
- Coordinate with Mountain Line Owner's Representative to minimize and mitigate disruptions from construction activities to local businesses, the neighborhood, and the community as follows:
 - Sequencing of activities including, but not limited to, Utility service shutdowns to minimize impacts and disruptions
 - Pre-construction interface with adjacent residents and businesses
 - Continuous interface during construction in conjunction with the Mountain Line Owner Representative with residents and businesses to address issues and concerns related to construction impacts.
- Identify and coordinate temporary services and shutoffs.
- Schedule and manage site operations.
- Provide traffic control and routing of traffic (vehicular, bicycle & pedestrian).
- Plan and implement access for neighborhood residents and businesses during project
- Provide for uninterrupted delivery of mail and packages, pick up of solid waste and recycle.
- Provide all construction surveying and staking.
- Bond and insure the construction in accordance with Arizona and Flagstaff requirements.
- Address and acquire all required permitting, federal, state and local (permit fees paid for by Mountain Line).
- Maintain a safe work area as described in Special Provisions.

Plans include the following items, but are not limited to:

- Demolition & Grading
- Public Utility Relocations/Adjustments
- Third Party Franchise Utilities
- Edge Improvements
- Pavement Improvements
- Stormwater Improvements
- Traffic Signals, Signage & Striping
- Landscaping
- Miscellaneous/Other

Pricing for these items will be presented in the Bid Form

Schedule:

Project shall be completed no later than June 30, 2022. Contractor shall provide proposed schedule and identify substantial and final completion dates. If a winter shutdown is required, Contractor shall include cost of work for winter shutdown on Bid Form.

For purposes of this contract, substantial completion is defined that scope of work improvements are complete and conditionally approved by Mountain Line and City of Flagstaff for intended use including paving, striping, pedestrian sidewalks, landscaping, and traffic signals at the intersection are fully operational.

Final completion is defined that all punch list items are complete, the City of Flagstaff has provided final approval and acceptance of the public improvements, and Contractor has provided final close-out documents including coordination with Engineer for the as-builts, final Davis-Bacon payrolls, lien waivers, sureties, and affidavits as required.

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- B. General Conditions of Contract
- C. Insurance Requirements
- D. Special Provisions List
- E. Bid Form (Costs)Form (Costs)
- F. Acknowledgement of Agenda
- G. List of Subcontractors

- H. Statutory Bid Bond
- I. Performance Bond
- J. Resolution of Board of Directors
- K. Non-Collusive Bidding Certification
- L. W-9 Form
- M. Bidder's Statement of Qualifications
- N. Change Order Form
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BID SUBMITTAL CHECKLIST

It is the Bidder's responsibility to be thoroughly familiar with all requirements and specifications. The following checklist is provided as a courtesy only, and is not binding upon Mountain Line nor does it modify, in any way, the terms or requirements of this RFB, any applicable statutes, rules, regulations, or Mountain Line's purchasing policies.

1. Bidder has reviewed all instructions, terms and conditions, and specifications to ensure your response fully complies.
2. Any addenda have been reviewed and acknowledged on the form included in the RFB. It is the Bidder's responsibility to obtain all addenda relevant to this solicitation via Mountain Line or other means.
3. Insurance requirements have been reviewed and can be fully complied with.
4. The Bid Form has been fully completed, including prices offered (including any alternatives) have been fully filled in and reviewed for accuracy.
5. The Bidder's Statement of Qualifications has been completed and reviewed for accuracy.
6. The Bid Form has been signed by an authorized representative of the firm. Unsigned bids will not be considered.
7. The List of Subcontractors has been fully completed and executed by Bidder and reviewed for accuracy.
8. Any required samples, descriptive literature, or enclosures have been included, if applicable all samples are clearly identified with Bidder's name and solicitation number.
9. Statutory Bid Bond has been fully executed by Bidder and appropriate Surety and is included.
10. Statutory Performance Bond has been fully executed by Bidder and appropriate Surety and is included.
11. The Resolution of Board of Directors for corporate Bidder has been fully executed and included, or other proof of authorization required under this RFB has been included.
12. The Non-Collusive Bidding Certification has been executed and included.

13. The W-9 Form is complete and included.
14. Construction Schedule that indicates at a minimum substantial and final completion dates.

The specified number of copies of Bidder's response has been included if more than one (1) copy is required.

The bid package shall be delivered electronically to purchasing@naipta.az.gov and shall have the RFP serial number and title in the subject line.

INSTRUCTIONS TO BIDDERS

INSTRUCTION 1: DEFINED AND CONTROLLING TERMS

- 1.01 Definitions: Terms used in these Instructions to Bidders have the meanings indicated in the Contract, the General Conditions, the Project Specifications, , Contract Documents, Special Provisions, and Mountain Line Purchasing Procedures, as applicable. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Bid, Bidder* – A Bid is the response submitted, and the party submitting a Bid is a Bidder.
 - B. *City Specifications* – The Amendments to MAG Standard Specifications for Public Works Construction (General Provisions) Amended October 2020
 - C. *Contract Documents* – the Contract Documents as set forth in the Project Description above
 - D. *Design Professional* – The engineer, architect or other design professional designated in the Contract Documents.
 - E. *General Conditions* - The General Conditions adopted by Mountain Line and which apply to all Mountain Line construction projects.
 - F. *Mountain Line* – The Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona.
 - G. *RFB* – This Request for Bids, all supporting documents included herewith, all Bidding Documents, and all properly issued Addenda.
 - H. *Project* - The Project set forth in the Project Description above.
 - I. *Project Manager* - The Project Manager set forth in the RFB or as otherwise designated in writing by Mountain Line. If no other Project Manager is designated, the Project Manager shall be Mountain Line.
 - J. *Purchasing Policy* - Mountain Line's Purchasing Policy which governs this procurement and is incorporated in this RFB by this reference.
 - K. *Site* – The physical location where the Project is located and any ancillary or adjacent areas to be utilized by Contractor and/or Mountain Line in relation to the Project.
- 1.02 Mountain Line has additional policies and requirements applicable to Mountain Line Projects which are set forth in the Appendices to the General Conditions.

INSTRUCTION 2: QUALIFICATIONS OF BIDDERS

- 2.01 To demonstrate Bidder's qualifications, Bidder shall fully and accurately complete the Statement of Qualifications and provide any supporting information and/or documentation requested therein with its Bid.
- 2.02 To allow Mountain Line to further determine Bidder's qualifications to perform the Work, after submitting its Bid and within 10 days of Mountain Line's request, Bidder

may be required to submit: (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments; and (b) additional information, included but not limited to:

- A. Evidence of Bidder's authority to do business in the State of Arizona
 - B. Bidder's Arizona contractor license number and/or other required professional certifications and good standing thereof.
 - C. Evidence that each natural person submitting a Bid, including the officers, partners, members, and/or principals of the Bidder, to submit documentation of their lawful presence in the United States, pursuant to A.R.S. §§ 1-501 and 1-502.
 - D. A list of key people for the Project with their related work experience.
 - E. Evidence supporting the representations and statements made in the Bidder's Qualification Statement are true, complete and accurate.
- 2.03 A Bidder's failure to submit required qualification information within the time(s) indicated may disqualify Bidder from receiving an award of the Contract.
- 2.04 No requirement in this Instruction 2 to submit information will prejudice the right of Mountain Line to seek additional information, as requested in Mountain Line's sole discretion, and/or make such investigations as Mountain Line deems necessary to determine the qualifications of and the ability of the Bidder to timely and properly complete the Project, and the Bidder shall furnish the Owner such information and data for this purpose as the Owner may request regarding Bidder's qualifications.
- 2.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 2.06 The additional minimum qualifications to be considered responsible and qualified for this Project are:
- A. Able to demonstrate minimum experience as General Contractor for three relevant public improvement projects in northern Arizona with similar scale public infrastructure construction including grading, paving, traffic signals, utilities and landscaping or similar scope of work under multiple northern Arizona projects to demonstrate understanding of and familiarity with project with geology, weather, and regional construction conditions similar to that of Flagstaff. .
 - B. Able to demonstrate key subcontractors have minimum experience for three relevant projects to confirm their understanding of geology, weather, and regional construction conditions similar to that of northern Arizona..
- 2.07 Bidder must fully complete the Bidder's Statement of Qualifications included in this RFB.

INSTRUCTION 3: BIDDING DOCUMENTS

- 3.01 Complete sets of the Bidding Documents may be obtained electronically from Mountain Line website in the format stated in the RFB above.
- 3.02 Complete sets of Bidding Documents shall be used in preparing Bids. Neither Mountain Line nor the Project Manager assumes any responsibility for errors or

misinterpretations resulting from the use of incomplete, modified or unofficial sets of Bidding Documents.

- 3.03 Mountain Line and/or Project Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.
- 3.04 Mountain Line has developed standard forms of construction contracts and General Conditions. If selected, as the Design Professional for this Project, a Respondent agrees to execute this form of Contract Documents. Provisions in a bid that conflict with, and/or exceptions to, and/or requests for changes in, Mountain Line's contract terms, General Conditions, Special Provisions, Exhibits and/or other Contract Documents may result in a Bid being considered nonresponsive and rejected.
- 3.05 The Contract Documents may include, without limitation, this RFB, any addenda to this RFB issued by Mountain Line, the Bid of the successful Bidder, and such other terms as Mountain Line determines are in its best interest and appropriate for the Project.
- 3.06 Any previous agreements, contracts, or other documents, which have been executed between the Respondent and Mountain Line, if any, are not applicable to this RFB or any resultant contract.

INSTRUCTION 4: BIDDER'S PRE-BID OBLIGATIONS AND REPRESENTATIONS

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
 - A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. Visit the Site if access available, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, especially with respect to technical data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to technical data in such reports and drawings;
 - E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods,

techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

- F. Become aware of the general nature of the work to be performed by Mountain Line and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. Promptly give Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Mountain Line is acceptable to Bidder; and
- H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

4.02 Bidder represents and agrees that:

- A. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Instruction, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents; and
- B. Based on the information and observations referred to in the preceding 4.01, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

INSTRUCTION 5: PRE-BID CONFERENCE

5.01 A Pre-Bid conference will be held at the time and location stated in the above RFB. Representatives of Mountain Line will be present to discuss the Project. If the RFB provides that the Pre-Bid Conference is mandatory, it is mandatory and failure to attend the Pre-Bid Conference may be a basis for disqualifying a Bidder and/or rejecting the Bidder's Bid. If the Pre-Bid Conference is not mandatory, Bidders are encouraged to attend and participate in the conference. Oral statements may not be relied upon and will not be binding or legally effective.

INSTRUCTION 6: ERRORS, INQUIRIES AND ADDENDA

6.01 Errors: It is the responsibility of all Bidders to examine the entire RFB package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Bid. Negligence or errors in preparing a Response confers no right of withdrawal or correction after Response due date and time.

6.02 Notice of Errors: Should a Bidder find any ambiguity, conflict, inconsistency, omission or other error in the RFB or should the Bidder be in doubt as to its meaning, he or she shall at once notify the contact person listed on page 2 of this RFB, via email only, and ask that the RFB be clarified or modified. If prior to the date fixed for submission of Bids, a Bidder knows of or should have known of an error in the RFB, but fails to notify Mountain Line of the error, the Bidder shall bid at its own risk, and if

awarded the contract shall not be entitled to additional compensation or time by reason of the error or its later correction.

- 6.03 Questions: All questions regarding the contents of this solicitation and the solicitation process (including requests for ADA accommodations), shall be directed to the contact person listed, via email only, and shall be submitted no later than the stated deadline for submitting questions on page 2 of this RFB. Questions improperly submitted and/or received by Mountain Line after the deadline will not be answered.
- 6.04 Answers: Answers to the written questions or requests for clarification or modification of the RFB submitted by Bidders, as well as any other changes to the RFB, will be provided by the date and time set forth on page 2 of this RFB in the form of Addenda via Mountain Line Procurement website: <https://mountainline.az.gov/services-programs/purchasing/>.
- 6.05 Correspondence: Any correspondence related to the RFB should refer to the appropriate RFB number and title, page and paragraph number. However, the Bidder shall not place the RFB number and title on the outside of any envelope containing questions since such an envelope may be identified as a sealed Response and may not be opened until after the official RFB due date and time. All emailed correspondence shall include the RFB number and title in the subject line of the email.
- 6.06 Addendum: It is each Bidder's obligation to assure that it has received and reviewed all Addenda issued. Each Bidder shall acknowledge receipt of Addenda by completing, signing and including the Acknowledgement of Addenda in the Bid. Failure by a Bidder to acknowledge receipt of all Addenda may result in that Bidder's Bid being deemed non-responsive and possibly rejected. Addenda acknowledgement returned to Mountain Line separately from a Bid will not be accepted.
- 6.07 Bidder Registration: In order to obtain information and/or register for this RFB, a Bidder must
Register as a vendor on the following website: <https://mountainline.az.gov/services-programs/purchasing/>

INSTRUCTION 7: BID SECURITY

- 7.01 A Bid must be accompanied by bid security made payable to Mountain Line in an amount of ten percent of Bidder's maximum bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a bid Bond in statutory form (on the form included in the Bidding Documents) issued by a surety meeting the requirements of the General Conditions and applicable law.
- 7.02 The bid security of the apparent successful Bidder will be retained until Mountain Line awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within after the Notice of Award, Mountain Line may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited. Forfeiture will not preclude Mountain Line from seeking any or all other

remedies provided by law to recover losses sustained as a result of the Bidder's failure to enter into the Contract or to furnish the contract securities or insurance certificates and endorsements.

- 7.03 The Bid security of other bidders that Mountain Line believes to have a reasonable chance of receiving the award may be retained by Mountain Line until the earlier of seven (7) days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Mountain Line believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid Opening.

INSTRUCTION 8: SUBSTITUTE, REUSE AND "OR-EQUAL" ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute, reuse or "or-equal" items. In cases in which the Contract allows the Contractor to request that Project Manager authorize the use of a substitute or "or-equal" item of material or equipment, or reuse of existing materials, unless specifically directed by the Bidding Documents, application for such acceptance may not be made to and will not be considered by Project Manager or Mountain Line until after the Effective Date of the Contract.
- 8.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of reuse, "or-equal", or substitution requests are made at Bidder's sole risk.

INSTRUCTION 9: SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by Addenda, then the prospective Bidder should refrain from submitting a Bid.
- 9.02 The Bidders shall submit to Mountain Line with its response to this RFB a complete listing of all Subcontractors the Bidder intends to use in the performance of the work specified in the RFB providing the information required in the Subcontractor List included in the RFB. No Bid will be valid without the complete listing of both subcontractors and major material suppliers as listed in the RFB and the included List of Subcontractors form.

INSTRUCTION 10: PREPARATION OF BID

- 10.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be typed or completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, unit price and extended price listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 10.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown on the Bidder's Statement of Qualifications.
- 10.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 10.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 10.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 10.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 10.07 All names shall be typed or printed in ink below the signatures.
- 10.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and issue dates of which shall be filled in on the Bid Form.
- 10.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 10.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in Arizona and the Bidder's Arizona contractor license number and classification, and/or any other required business and/or tax licenses required by Mountain Line shall also be shown on the Bid Form.
- 10.11 If price is a consideration and in case of error of prices in the Bid, the unit price shall govern. If there is a conflict between values or prices written-out in text and values or prices expressed in numbers, the text values or prices shall control.
- 10.12 No Bid shall be altered, amended, or withdrawn after the specified due date and time.
- 10.13 Periods of time, stated as a number of days, shall be calendar days.
- 10.14 It is the responsibility of all Bidders to examine the entire RFB package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.
- 10.15 The Mountain Line shall not reimburse the cost of developing or providing any response to this RFB and development and provision of any offer shall be at the respective Bidder's sole cost. Offers submitted for consideration should be prepared

simply and economically, providing adequate information in a straightforward and concise manner.

- 10.16 List of Required Documents to be Included in Bid (all documents must be fully and accurately completed and signed where required before submittal):
- A. The Bid Form;
 - B. The Bidder's Statement of Qualifications;
 - C. The List of Subcontractors;
 - D. Acknowledgement of Addenda;
 - E. Statutory Bid Bond fully executed by Bidder and appropriate Surety;
 - F. The Resolution of Board of Directors for corporate Bidder, or other proof of authorization required under this RFB;
 - G. The Non-Collusive Bidding Certification; and.
 - H. The W-9.
 - I. Construction Schedule

INSTRUCTION 11: BASIS OF BID

- 11.01 The Basis upon which Bids shall be calculated and submitted is Unit Price, with a total Bid Price and/or Allowances for specific items) are set forth in the RFB, including the Bid Form
- 11.02 Unit Price:
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" provided in the RFB (usually the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Mountain Line for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.
 - C. Discrepancies between the multiplication of quantities, units of work or materials, and/or unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 11.03 The Bidder must submit a complete price Bid. Sufficient descriptions or narrative detail should also be provided so that Mountain Line may assess the reasonability of the price Bid and assure equal evaluation of all Bidders. Bidders who fail to provide sufficient detail or separately itemize expenses may be deemed non-responsive.
- 11.04 The Bid price shall be F.O.B. Flagstaff, including delivery to Mountain Line using point, unless otherwise indicated in the Bid specification. Federal excise tax, if there is such a tax involved, shall be excluded in every case. However, the amount of the

excise tax excluded shall be stated by the vendor submitting the Bid. Bid prices shall be firm. All relevant state and local taxes shall be included in the final Bid amount shown. Out-of-state purchases are subject to a 6.5% Arizona use tax, and out-of-state Bidders are responsible for computing this tax and including it in the final Bid amount shown.

INSTRUCTION 12: SUBMITTAL OF BID

- 12.01 Bids must be submitted electronically in the form and number set forth in this RFB and include all of the documents and submittals required in the RFB.
- 12.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or RFB and sent digitally with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and shall be accompanied by the Bid security and other required documents. Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted, opened, or considered.
- 12.03 By signature on the Bid Form, the Bidder certifies that:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Bidder shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - C. The Bidder has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
- 12.04 Failure to sign the Bid in all places where required, or the falsity of a statement in a signed Bid, shall void the submitted Bid or any resulting contracts, and the Bidder may be debarred.

INSTRUCTION 13: MODIFICATION AND WITHDRAWAL OF BID

- 13.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 13.01 and submit a new Bid at the required location and manner prior to the date and time for the opening of Bids.
- 13.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Mountain Line and promptly thereafter demonstrates to the reasonable satisfaction of Mountain Line that there was a material and substantial mistake in the preparation of its Bid justifying withdrawal, that Bidder may withdraw its Bid if Mountain Line determines that it is in the best interest of Mountain Line to allow the

Bid to be withdrawn, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may, in Mountain Line's sole discretion, be disqualified from further bidding on the Work.

INSTRUCTION 14: OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the RFB above and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be posted on Mountain Line's website after the opening of Bids.
- 14.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Form and each Bidder agrees that it will hold open its offer for such period, but Mountain Line may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. Unless otherwise specified in the RFB, all Bidders and their Subcontractors shall hold their bids valid for a period of 60 days from the proposal due date stated in the RFB.

INSTRUCTION 15: EVALUATION OF BIDS

- 15.01 Mountain Line reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Mountain Line will reject the Bid of any Bidder that Mountain Line finds, after reasonable inquiry and evaluation, to not be responsible, including meeting the qualifications set forth herein.
- 15.02 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then Mountain Line may reject the Bid as nonresponsive.
- 15.03 If Mountain Line awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 15.04 Evaluation of Bids:
 - A. In evaluating Bids, Mountain Line will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the issuance of an Intent to Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Mountain Line shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Mountain Line determines funds will be available at the time of award.

- c. The liquidated damages will be determined at the rate set forth in the Contract for liquidated damages for failing to achieve Substantial Completion, or such other amount that Mountain Line has designated in the Bid Form.
- 15.05 In evaluating whether a Bidder is responsible, Mountain Line will consider the qualifications of the Bidder as described in Bidders Statement of Qualifications and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 15.06 Mountain Line may conduct such investigations as Mountain Line deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 15.07 Any terms of the Bidder's submittal that conflict with the language and requirements of Mountain Line's solicitation or that take exception to the terms, conditions, specifications and/or other requirements stated within this RFB, may cause the Bidder's submittal to be considered nonresponsive and rejected. Exceptions may be evaluated by Mountain Line on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation.

INSTRUCTION 16: AWARD AND SIGNING OF CONTRACT

- 16.01 Notwithstanding any other provision of this RFB, Mountain Line expressly reserves the right, when determining whether to award a contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to the terms and conditions of the RFB, to:
 - A. Waive any immaterial defect or informality; and/or
 - B. Reject any or all Bids, or portions thereof; and/or
 - C. Reissue an Request for Bids; and/or
 - D. Exercise any other rights available to Mountain Line under the terms of the RFB, Mountain Line Code, law, or equity.
- 16.02 When Mountain Line issues an Intent of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 5 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Mountain Line.

INSTRUCTION 17: ADDITIONAL PROVISIONS AND RESTRICTIONS

- 17.01 Interest in More Than One Bid: No person, firm, partnership, joint venture, corporation or other legal entity shall be permitted to submit more than one (1) Bid for the same Project. A person, firm, partnership, joint venture, corporation or other legal entity that has submitted a sub-consultant Bid to a Bidder is disqualified from submitting a Bid for the Project as a Bidder. A person, firm, partnership, joint venture, corporation or other legal entity shall be allowed to submit a sub-consultant Bid to more than one (1) Bidder.
- 17.02 Lobbying/Influence/Gratuities: As prescribed in HS-902 of Mountain Line's Purchasing Policy, any attempt to influence an employee or agent to breach Mountain

Line Ethical Code of Conduct, or any unethical conduct, may be grounds for Disbarment or Suspension under HS-702.

- A. An attempt to influence includes, but is not limited to:
1. Any Bidder, or any agent, representative or affiliate of a Bidder, offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy, that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind. Paying the expense of normal business meals, which are generally made available to all eligible persons, shall not be prohibited by this provision.
 2. Any communication regarding this solicitation for the purpose of influencing the process or the award, between any Bidder, or any agent, representative or affiliate of a Bidder, and Mountain Line, including but not limited to Mountain Line's Board of Directors, officers, employees, and/or consultants hired to assist in the solicitation, is prohibited.
- B. This prohibition is imposed from the time of the first public notice of the solicitation until Mountain Line cancels the solicitation, rejects all responses, awards a contract, or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any public meeting of Mountain Line Board.
- C. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation, or to Mountain Line-initiated communications, made for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-submittal conferences, clarification of Bids, presentations if provided for in the solicitation, requests for Best and Final Bids, contract negotiations, interviews, protest/appeal resolution, or surveying nonresponsive Bidders.

17.03 Excluded Information: Bidders shall not submit to, or communicate in any way with Mountain Line regarding, information on fees, price (hourly rates), man-hours or any other cost information. Arizona law prohibits Mountain Line from considering any information on fees, price (hourly rates), man-hours or any other cost information during the request for qualifications competition when selection is based on qualifications only. Accordingly, any Bid that contains any information of this type will be deemed nonresponsive, will not be considered and the Bid will be returned to the Bidder. This exclusion of information applies to the Bid, to any interview and to all other aspects of the Bid competition.

17.04 Restriction on Communications: Bidders and members of their teams shall not communicate concerning this Bid with the Design Professional for this project, Mountain Line' Project Executive, any Mountain Line Consultant or Program Manager, Selection Committee members, or employees of Mountain Line, except as stipulated in Inquiries and Addenda above. A Bidder's failure to abide by this requirement may result in rejection of a Bid.

17.05 Disbarment/Clarification: A Bidder (including each of its principals) who is currently disbarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Bid rejected. Mountain Line reserves the right to obtain Bidder clarifications where necessary to arrive at a full and complete understanding of

Bidder's service, product, and/or Bid. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its Bid.

17.06 All Remedies Available: With regard to any violation of any of the provisions of this Instruction 11, Mountain Line expressly reserves the right to pursue any and all remedies available to it under Mountain Line's Purchasing Policy, at law or in equity, including, but not limited to, the following:

- A. Any violation of this Section discovered before an award of the resultant contract may, in Mountain Line's sole discretion, subject a Bidder to a warning letter, rejection of its Bid, or disbarment, depending on the nature of the violation.
- B. If a violation of this Section is discovered after the resultant contract has been awarded, Mountain Line may, by written notice to the Bidder, cancel the resultant contract. In the event Mountain Line cancels the resultant contract pursuant to this provision, Mountain Line shall be entitled, in addition to any and all other available rights and remedies, to withhold or recover from the Bidder the amount of any gratuity provided and any and all incidental and/or consequential damages incurred by Mountain Line as a result of the violation.

**ATTACHMENT A
CONTRACT**

MOUNTAIN LINE

**CONTRACT FOR
Project Name
Project #**

THIS CONTRACT is made and entered into on the _____ day of _____, 20___, by and between The Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona, a political subdivision of the State of Arizona, hereinafter called "**Mountain Line**" and the "**Contractor**" designated below:

Mountain Line and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS AND PROJECT

OWNER: Mountain Line
Project Manager:
Telephone:
E-mail:

CONTRACTOR: {Name}
{Address}
Arizona ROC No.:
Federal Tax ID No:
Representative:
Telephone:
E-mail:

**PROJECT MANAGER/
DESIGNER** {Name}
{Address}
Representative:
Telephone:
E-mail:

PROJECT DESCRIPTION:

PROJECT LOCATION:

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Contract Documents. The Contract Documents include those identified in Section 2.4 of the General Conditions, including the following:

1. This Contract;
2. RFB (and all addenda thereto and documents incorporated therein) (collectively the RFB);
3. Mountain Line's General Conditions (and all documents incorporated therein) (collectively the General Conditions);
4. Required documents submitted as part of Contractor's accepted Bid; and
5. Statutory bonds submitted by Contractor.

The Contract between the parties includes all of the Contract Documents. In the event of a conflict of language between the documents, the provisions shall prevail in the order set forth in the Project Description in the RFB. All previous contracts between the Bidder and Mountain Line are not applicable to this Contract or other resultant contracts.

2.2 Definitions. The definitions in Section 1 of the General Conditions and Section 1.01 of the RFB Instructions to Bidders apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following: Not Applicable.

2.3 Special Provisions. If there are any additional provisions that apply to this Project, they are set forth in the Special Provisions included in the RFB.

2.4 Project Plans And Specifications. A detailed list of the plans and specifications for this Project are included in the RFB.

ARTICLE 3 – DESIGN PHASE SERVICES

Contractor is not providing any Design Phase Services to Mountain Line in relation to this Project unless otherwise noted in the Contract Documents.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 General.

4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable

to Mountain Line, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by Mountain Line pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Mountain Line. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered "Work Made for Hire" as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Mountain Line. The rights in this Section are exclusive to Mountain Line in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Mountain Line prior to commencing the Work on this Project, if any, are stated in the Special Provisions included in the RFB, and also include the following: Not Applicable.

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control Of The Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – OWNER RESPONSIBILITIES

5.1 Mountain Line shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.2 Additional services to be provided or responsibilities assumed, by Mountain Line, if any, are listed in the Special Provisions and also include the following: Not Applicable

5.3 Additional Information to be provided by Mountain Line, if any, is listed in the Special Provisions and also include the following in the below: Not Applicable

ARTICLE 6 - CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed (“NTP”) and end with Final Acceptance, as set forth in Section 6.4 below. The Notice to Proceed cannot be issued until prior to the approval and acceptance by Mountain Line of the Bid.

6.1.2 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by Mountain Line.

6.2 Project Schedule. The Project Schedule as set forth in the RFB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor’s performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Substantial Completion. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is _____. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: _____.

6.4.2 Final Completion will be determined and Final Acceptance will be issued pursuant to Section 6.4 of the General Conditions.

6.5 Continuation Of Work.

Mountain Line shall have the right to permit Contractor to continue and finish the Work or any part of it after the time fixed for its completion without waiving any of Mountain Line's rights in accordance with Section 6.5 of the General Conditions.

6.6 Liquidated Damages

6.6.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Mountain Line will sustain extensive damages and serious loss as a result of such failure. Mountain Line and Contractor acknowledge and agree that such losses will include, but not be limited to: (1) additional expenses related to debt service, insurance, interest, facilities, equipment and other storage, employees, health care providers, and medical supplies; and (2) loss of income and/or reimbursement from the inability to provide services to patients and that such losses are extremely difficult to ascertain and to calculate with any certainty either at the time of contract or after any breach occurs. Therefore, to provide certainty to both Mountain Line and to Contractor as to the risk associated with the potential for extensive actual damages related to delayed completion, Mountain Line and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the time set forth in Article 6.3 above, Mountain Line shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amount commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

6.6.2 Final Completion Liquidated Damages. For the same reasons set forth in Article 6.6.1 above, Mountain Line and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the time set forth in Article 6.4.1 above, Mountain Line shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amount commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

6.6.3 MAG Liquidated Damages. If no liquidated damages are specified in Articles 6.6.1 and/or 6.6.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply, for the same reasons and to cover the same damages set forth in Article 6.6.1 above.

6.6.4 Mountain Line may deduct liquidated damages described in this Article 6.6 above from any unpaid amounts then or thereafter due Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Mountain Line at the demand of Mountain Line, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

6.6.5 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Mountain Line in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or

completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to Mountain Line by Contractor.

ARTICLE 7 - CONTRACT PRICE

7.1 Contact Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Mountain Line will pay Contractor the "Contract Price", which is \$_____.

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

7.2 **Costs.** For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials, basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract Price shall be determined as set forth in Section 7.3 of the General Conditions.

ARTICLE 8 – PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made only in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the RFB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Mountain Line when required and in accordance with Section 4.2 hereof prior to commencing any Work under this Contract.

11.2 Contractor shall provide bid, performance, and payment bonds to Mountain Line in accordance with Section 11.2 of the General Conditions, Section 4.2 hereof, and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Mountain Line, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

MOUNTAIN LINE:

CONTRACTOR:

By: _____

By: _____

Its: _____

ATTEST:

Mountain Line Clerk

REVIEWED AS TO FORM:

Mountain Line Attorney

**ATTACHMENT B
GENERAL CONDITIONS OF CONTRACT**

These terms will be the General Conditions for any Contract entered into as a result of the RFB and are incorporated therein and shall be fully binding upon the Bidder/Contractor

The Mountain Line has adopted General Conditions which encompass provisions that apply, and are incorporated into all construction contracts entered into by Mountain Line, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of the General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (“CMAR”), Guaranteed Maximum Price (“GMP”) Cost-Based, and Job Order Contracts (“JOC”). Sections 15 through 17 of the General Conditions apply to specific types of contract, and where applicable, their application is referenced in the contract. The current edition of the General Conditions can be found on the Mountain Line Website at: <https://mountainline.az.gov/services-programs/purchasing/>.

For this Project, the General Conditions are also supplemented by the City of Flagstaff Standard Details and Construction Specifications, including MAG Modifications and City of Flagstaff Amendments to Mag Standard Specifications for Public Works Construction (General Provisions) Amended October 2020. Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona and may also be downloaded at their Web site: <http://www.mag.maricopa.gov/> under “Publications.” The MAG Specifications and Standard Details and thereto are incorporated into the Contract

**ATTACHMENT C
INSURANCE REQUIREMENTS**

A. Contractor shall obtain and submit to NAIPTA before any Services are performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits.

Coverage B. Employer's Liability.

Bodily Injury by accident \$1,000,000 each accident

Bodily Injury by disease \$1,000,000 policy limit

Bodily Injury by disease \$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

Each Occurrence Limit \$1,000,000

Personal Injury/Advertising Injury Limit \$1,000,000

Products/Completed Operations Aggregate Limit \$1,000,00

General Aggregate Limit \$2,000,000

(other than Products/Completed Operations)

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

- i. Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- ii. Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work

and to continue to include NAIPTA as an Additional Insured for the entire 10-year period.

- iii. Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- iv. Broad Form Property Damage coverage, including completed operations or its equivalent.
- v. An endorsement including NAIPTA, each of the Partners, and any other party required to be included as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- vi. An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- vii. Coverage must be on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- viii. Coverage to include general aggregate limits on a "per project" basis.

4. Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

5. Errors & Omissions Liability

(Applicable any design/engineering services are part of Work)

Per Occurrence	\$3,000,000
Aggregate	\$5,000,000

Any claims made retro-active data shall be clearly shown on the Certificate of Insurance and shall be effective prior to the commencement of any work

Coverage provided must have no exclusion for design-build projects. Designer must provide evidence of coverage for nine (9) years beyond completion of the Project in the form of a renewal insurance policy certificate and/or the purchase of an extended reporting period endorsement should the policy be cancelled or non-renewed

6. Pollution Legal Liability

7. Per Claim/Aggregate

\$1,000,000

(Applicable as to any pollutants or hazardous waste exposures as part of Work)

Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

Other Requirements

- i. All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- ii. All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A- VII. All coverage forms must be acceptable to NAIPTA.
- iii. Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to NAIPTA prior to commencement of any Work. Failure of NAIPTA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NAIPTA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. NAIPTA shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by NAIPTA.
- iv. Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- v. NAIPTA reserves the right, in its sole discretion, to require higher limits of liability coverage at NAIPTA's expense if, in NAIPTA's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to include additional parties in interest to be Additional Insureds.
- vi. In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- vii. In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- viii. Contractor shall maintain "all risk" property insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. NAIPTA shall be included as additional insured under such insurance.

- B. NAIPTA and Contractor waive all rights against each other and against NAIPTA and the Partners for damages caused by fire or other perils covered by Contractor's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor shall comply with the more stringent provisions.

1. Additional Provisions:

- A. Additional Insured: Contractor shall name Mountain Line as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this fact and the project name and number shall be reflected on the Certificate(s) of Insurance.
- B. Cancellation Notice of Material Change of Coverage: Contractors' required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to Mountain Line.
- C. Certificate(s) of Insurance: Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by Mountain Line. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Mountain Line to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Mountain Line to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Mountain Line shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Mountain Line.
- D. Rating of Insurance Company(ies): Any and all insurance company(ies) supplying coverage to Contractor must have no less than an "A" rating in accordance with the A.M. Best rating guide.
- E. Deductible: Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for

such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

- G. Personal Property: In the event that materials or any other type of personal property (Personal Property) is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Mountain Line shall be named as additional insured under such insurance.
- H. Waiver of Subrogation: Mountain Line and Contractor waive all rights against each other, Project Manager (if not an employee of Mountain Line) and Design Professional, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. Right to Require Higher Limits: Mountain Line reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Mountain Line's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- J. Waiver of Requirements: The Mountain Line Manager, in consultation with the Risk Manager and/or Mountain Line Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of Mountain Line.

**ATTACHMENT D
SPECIAL PROVISIONS LIST**

This document can be found on the Mountain Line website at
<https://mountainline.az.gov/services-programs/purchasing/>

**ATTACHMENT E
BID FORM**

**2020-116
Kaspar Intersection Construction**

This document can be found on the Mountain Line website at
<https://mountainline.az.gov/services-programs/purchasing/>

**ATTACHMENT F
ACKNOWLEDGEMENT OF ADDENDA**

_____ acknowledges that it has received the following addenda: (Bidder name)

(Addendum #) (Date)

(Addendum #) (Date)

(Addendum #) (Date)

(Addendum #) (Date)

(Addendum #) (Date)

(Addendum #) (Date)

(Addendum #) (Date)

(Addendum #) (Date)

Date: _____

(Signature)

(Title)

**ATTACHMENT H
Bid Bond**

Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line)
PROJECT NO. 2020-116, Kaspar Intersection Construction Services

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must not be less than 10% of the BASE Bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That,

(Hereinafter "Principal"), as Principal, and

A corporation organized and existing under the laws of the State of

With its Principal offices in the City of

(Hereinafter "Surety"), as Surety, are held and firmly bound unto Mountain Line (hereinafter
"Obligee"), in the amount of

(Dollars)

(\$ _____), for the payment whereof, the said Principal
and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted Bid for

Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line)
PROJECT NO. 2020-116, Kaspar Intersection Construction Services

Now, therefore, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of the proposal and give 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 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 Section 34-201, Arizona Revised Statutes, 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. The venue for any litigation arising here from shall be in the Coconino County Superior Court.

Witness our hands this day of _____, 2020.

Principal (Seal)
By: _____

Surety (Seal)
By: _____

Agency of Record

Agency Address

ATTACHMENT I
Performance Bond

Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line)
PROJECT NO. 2020-116, Kaspar Intersection Construction Services

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

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

a corporation organized and existing under the laws of the State of _____,

with its principal office in the City of _____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the Mountain Line (hereinafter called the Obligee),

in the amount of

Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of _____, 2021 in Mountain Line which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of Contract during the original term of the Contract and any extension of the Contract, with or without notice to the surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court. The venue for any litigation arising here from shall be in the Coconino County Superior Court.

Witness our hands this day of _____ 2020.

Principal (Seal)

Surety (Seal)

By: _____

By: _____

Agency of Record

Agency Address

**ATTACHMENT J
RESOLUTION OF BOARD OF DIRECTORS**

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

(Name of Corporation)

RESOLVED that _____,
_____ of _____
(Person Authorized to Sign) (Title)

_____ (“Corporation”) is
authorized to sign and submit the bid or proposal of this corporation for the following
project:

Mountain Line: RFP 2020-116, Kaspar Intersection Construction

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the
meeting of its Board of Directors held on the _____ day of _____,
20____.

By _____

Title _____

—

(SEAL)

(THIS FORM MUST BE COMPLETED IF BIDDER IS A CORPORATION)

ATTACHMENT L W-9 FORM

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT M
BIDDER'S STATEMENT OF QUALIFICATION QUESTIONNAIRE

[THIS QUESTIONNAIRE MUST BE SUBMITTED WITH BID PROPOSAL]

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax _____

GENERAL INFORMATION

1. Does Bidder possess a valid and current Arizona Licensed Contractor for Class "**A- General Engineering**" license for the work proposed?

Yes _____ No _____

2. Is Bidder able to meet the Insurance Requirements of the RFB?

Yes _____ No _____

3. Has Bidder's Contractor's License been revoked or suspended by any governmental agency at any time in the last five (5) years?

Yes _____ No _____

4. Has Bidder been "default terminated" by an owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five (5) years?

Yes _____ No _____

5. Is Bidder able to provide a statement of financial stability for the last three years?

Yes _____ No _____

Bidder shall be immediately disqualified if any answer to questions 1 or 2 is "No". Bidder shall be immediately disqualified if any answer to questions 3, 4, or 5, is "Yes".

DISPUTES

1. Has Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past five (5) years? If yes, attach description of each instance including details of total claim amount, settlement amount, and owner's name and phone number.

Yes _____ No _____

2. In the last five (5) years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? If yes, attach description of each instance including details and owner's name and phone number.

Yes _____ No _____

3. In the last five (5) years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder? If yes, attach description of each instance including details and owner's name and phone number.

Yes _____ No _____

4. At any time in the last five (5) years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner? If yes, attach description of each instance including details and owner's name and phone number.

Yes _____ No _____

5. At any time during the past five (5) years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes _____ No _____

If yes, attach description of each instance including details and provide surety's name and contact information.

6. Has Bidder ever reorganized under the protection of bankruptcy laws? Yes ___ No ___ If yes, please state when ___

7. Has Bidder ever had insurance terminated or refused to renew by a carrier? Yes ___ No ___ If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the Questionnaire.

EXPERIENCE OF PRIME CONTRACTOR

The Project requires the following relevant project experience for the Firm and the Key Personnel assigned.

Responsive Bidder shall demonstrate minimum three (3) relevant projects located in northern Arizona as General Contractor with similar scale construction of public roadway and pedestrian infrastructure including grading, paving, traffic signals, utilities and landscaping or combined scope of work within five projects to demonstrate understanding of and familiarity with northern Arizona geology, weather and regional construction conditions. Each project shall have a contract dollar amount of at least

\$500,000 and identify the superintendent and project manager. Subcontractors identified for the proposed project whose contract value exceeds \$100,000, shall be demonstrate project experience in northern Arizona and be familiar with regional geology, weather and regional construction conditions.

Summarize project experience below and provide the detailed project information requested.

List Key Personnel that will be assigned to **this proposed Contract**:

Project Manager: ____

Project Superintendent: _____

Attach one page resumes of these key personnel.

Recent Relevant Projects.

Bidder shall provide information of relevant project experience. Names and references must be current and verifiable. Project experience must contain all of the following information:

Project Name:
Location:
Owner:
Owner Contact (name and phone)
Construction cost:
Change Order cost:
Did Change Orders exceed 10% of original contract sum?_If yes, please explain on separate sheet.
Year Completed:
Project Manager:
Project Superintendent:

Description of Project/Scope of Work:
Original Scheduled Completion:
Actual Date of Completion:
of Stop notices filed by Subcontractors or Suppliers:

CERTIFICATION

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

SIGNATURE

TITLE

-END OF DOCUMENT-

ATTACHMENT N
CONTRACT CHANGE ORDER
Owner-Contractor Agreement

Contractor		Agreement Date	
Change Order #	#	Change Order Date	
Project Name		Community Name	
Contractor Name		Project Location	
Contractor Address		Project #	
Contractor Address		Contractor Phone	
Primary Contact		Contractor Fax	
Current Scope of Work (Abbreviated):			
Current Contract Amount:	\$		
Current Contract Completion/Duration:			
Changes in Scope of Work (Abbreviated):			
Change Order Amount:			
Revised Contract Amount:			
Revised Contract Duration:			
Performance Bond or Retention	Retention:		
Other terms of Change Order/Scope of Work:			
<p>Other than as expressly set forth herein, the Owner-Contractor Agreement remains unchanged and other provisions of the Owner-Contractor Agreement remain in full force and effect.</p>			
OWNER:		CONTRACTOR:	
Signature		Signature	
Name:		Name:	
Title:		Title:	

ATTACHMENT O
DAVIS BACON WAGE DETERMINATION

This document can be found on the Mountain Line website at
<https://mountainline.az.gov/services-programs/purchasing/>

ATTACHMENT P
Plan Set

This document can be found on the Mountain Line website at
<https://mountainline.az.gov/services-programs/purchasing/>

ATTACHMENT Q
POTHLES

This document can be found on the Mountain Line website at
<https://mountainline.az.gov/services-programs/purchasing/>



**ATTACHMENT R
POTHLES 2**

This document can be found on the Mountain Line website at
<https://mountainline.az.gov/services-programs/purchasing/>



ATTACHMENT S SOILS

This document can be found on the Mountain Line website at
<https://mountainline.az.gov/services-programs/purchasing/>



ATTACHMENT I
STAGING PLAN

This document can be found on the Mountain Line website at <https://mountainline.az.gov/services-programs/purchasing/>