

Friends of the Tubac Presidio and  
Museum (FOTTPAM)  
Park Buildings Restoration/Repair  
Project



**Bids are due no later than**

**5 pm Arizona Time on Thursday, August 31, 2023**

**IMPORTANT DATES**  
**(Dates may be subject to change. All times are in Arizona Time.)**

<b>ACTIVITY</b>	<b>DATE/TIME</b>
Bid Packet Release	July 21, 2023
Deadline to Submit Questions on Bid Packet	August 16, 2023
Deadline to Submit Bids	August 31, 2023
Award Recommendation to FOTTPAM Board	September, 2023

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# NOTICE TO BIDDERS

Friends of the Tubac Presidio and Museum, Inc.  
(hereinafter "FOTTPAM")  
Park Building Restoration/Repair Project

Notice is hereby given that the Board of Directors of FOTTPAM, a Domestic Nonprofit Corporation, is requesting bids pursuant to an Invitation for Bids (IFB) on the following **federally-funded** project:

Park Buildings Restoration/Repair Project  
Project Address: Tubac Presidio State Historic Park and Museum  
1 Burruel Street  
Tubac, AZ 85646

## **WHERE TO OBTAIN IFB PACKET:**

You may obtain an IFB packet at the following website:

[www.tubacpresidio.org/restorationproject](http://www.tubacpresidio.org/restorationproject)

## **PRE-BID MEETING:**

No Pre-bid meeting is planned; however, prospective bidders are encouraged to visit the Park and view the buildings and work site anytime between 10 am and 4 pm Wednesday through Sunday at 1 Burruel Road in Tubac, AZ. Please call, text or email Tom Walsh if you wish to arrange a meeting in conjunction with a site visit. Tom Walsh 480-289-0046 or tkwalsh54@gmail.com.

## **BID LABELING INSTRUCTIONS:**

Bidders must label their bids on the outside of the package as follows:

CONSTRUCTION BID  
PARK BUILDINGS RESTORATION/REPAIR PROJECT

## **WHERE TO SUBMIT BID:**

Bidders must submit ONE (1) ORIGINAL AND ONE (1) COPY of the bid to the following person and address:

Attention: Tom Walsh, President  
FOTTPAM

FedEx/UPS:  
1 Burruel Road  
Tubac, AZ 85646

US Mail:  
FOTTPAM  
Attn: Tom Walsh  
P.O. Box 1296  
Tubac, AZ 85646

Bidders are responsible for the submission of their bids and should direct their couriers or package delivery companies (e.g., UPS, FedEx, etc.) to deliver bids to the Front Desk of the Tubac Presidio State Historic Park. Bidders are responsible for ensuring their bids are received at the Front Desk on or before the Bid Submittal Deadline. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered. Bids that are mailed to an incorrect address or received after the Bid Submittal Deadline will be returned unopened to the sender and will not be considered for an award of contract. The governing time for the Bid Submittal Deadline is Arizona Time. FOTTPAM will check the US Mail on the date of the Bid Submittal Deadline, however FOTTPAM has no control over when mail is made available to patrons.

**NOTE THAT THE TUBAC POST OFFICE HOURS ARE 9 AM TO 12 PM AND 1 PM TO 4 PM MONDAY THROUGH FRIDAY AND 9 AM TO 1 PM ON SATURDAY.**

**DEADLINE TO SUBMIT BID:**

**Bids must be submitted on or before 5 p.m. Arizona Time on Thursday, August 31, 2023.**

**DEADLINE TO SUBMIT QUESTIONS ON IFB:**

Any questions about this IFB must be e-mailed on or before **Wednesday August 16, 2023** to the following person:

Tom Walsh, Project Manager  
Tkwalsh54@gmail.com

It is the sole responsibility of the bidder to comply with any and all addenda issued during this IFB action. Small business enterprises and disadvantaged business firms are encouraged to participate.

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Tom Walsh, President  
Friends of the Tubac Presidio and Museum, Inc.

**INVITATION TO  
BID<sup>1</sup>**

**TUBAC PRESIDIO  
PARK BUILDINGS  
RESTORATION/REPAIR PROJECT**

The Friends of the Tubac Presidio and Museum, Inc., hereinafter referred to as FOTTPAM, will accept bids from qualified firms and individuals with historic building preservation experience and the appropriate license as registered with the Arizona Registrar of Contractors to perform the following services:

**Project Description**

The successful bidder will perform some or all building restoration/repairs to buildings at the Tubac Presidio State Historic Park at 1 Burruel Road in Tubac, Arizona. Work to be performed includes:

Work Item
1. <b>Stucco repair/replacement</b>
2. <b>Window repair/replacement</b>
3. <b>Windowsill repair</b>
4. <b>Door replacement</b>
5. <b>Electrical work</b>

**Objective/Scope of Work**

The contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for FOTTPAM’s project known as the **PARK BUILDINGS RESTORATION/REPAIR PROJECT** as called for in this Invitation. The proposer should prepare a detailed time schedule for completion. The successful proposer should be prepared to comply with all local, state and federal safety, environmental and other requirements.

This is a federally funded project, and as such, federal requirements shall be followed, including but not limited to maximizing the “Ensuring the Future is Made in All of America by All of America’s Workers” use of United States’ goods, services, and materials; that Minority Businesses be considered for the project; that conflicts of interest be disclosed; recognize that the project falls under National Park Service oversight, and that the contractor shall produce an approved project sign (template available).

**Bids**

To be considered, *one (1) original and one (1) copy* of the Bid must be provided in accordance with the Instructions to Bidders included in the bid package.

Sealed bids will be received at the Tubac Presidio State Historic Park at 1 Burruel Road, Tubac, AZ for FedEx/UPS delivery or in the U.S. Post Office at P.O. Box 1296, Tubac AZ 85646 until close of business at 5 p.m. on Thursday, August 31, 2023 at which time no more bids will be accepted. Failure of the proposer to complete all of the bid documents may result in rejection of the Bid. All

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<sup>1</sup> For purposes of this IFB only, the terms “bidder(s)” and “contractor(s)” have the same meaning.

bids shall be identified as:

**“CONSTRUCTION BID  
PARK BUILDINGS RESTORATION/REPAIR PROJECT”**

For correspondence, questions and/or clarifications of the bidding procedure and clarifications; correspondence and/or questions concerning the scope of work, please contact Tom Walsh at [tkwalsh54@gmail.com](mailto:tkwalsh54@gmail.com) or 480-289-0046.

A bid security in the form of a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the bid shall accompany each Bid. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to FOTTPAM. Said bid security shall be considered liquidated damages and shall be forfeited to FOTTPAM in the event the Bid is accepted and the successful bidder fails to execute the contract and furnish the required bonds within ten (10) working days after the notice of bid award.

If information of a material matter is provided in response to any correspondence or question or if a clarification is issued by FOTTPAM, a copy of the question and answer will be posted on the website referenced above. This response shall serve as an addendum to the advertised call for bids.

FOTTPAM reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities or information in any bid. Bids received after the specified time of closing will be returned unopened. FOTTPAM also reserves the right to hold any or all bids for a period of thirty (30) days after the date of opening. Bidders will not be allowed to withdraw submitted bids during the thirty (30) day period.

FOTTPAM is an Affirmative Action/Equal Opportunity Employer.

# **INSTRUCTIONS TO BIDDERS**

## **CONSTRUCTION BID PARKS BUILDINGS RESTORATION/REPAIR PROJECT**

### **INTRODUCTION**

FOTTPAM is soliciting sealed bids for a building improvement project for the PARKS BUILDINGS RESTORATION/REPAIR PROJECT at 1 Burruel Road, Tubac, AZ, 85646.

### **ACCEPTANCE PERIOD**

Unless otherwise specified herein, bids must remain open and firm for a period of **THIRTY (30) DAYS** from the date of bid opening for inspection purposes.

### **ACCESSIBILITY**

The Bidders must fully inform themselves regarding any peculiarities and limitations of the workspaces available for the performance of work under this contract. Bidders must exercise due and particular caution to determine that all parts of the work are made quickly and easily accessible.

### **ADDENDA ACKNOWLEDGMENT**

Each bid must include specific acknowledgment in the space provided (*Exhibit 1*) of the receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as nonresponsive.

### **NON-COLLUSION**

Arizona Revised Statutes (A.R.S.) § 34-253 allows an “Affidavit of Non-Collusion” be required from each bidder for government employment of contractors working on public buildings. Although FOTTPAM is not a government agency, the buildings are public buildings. Therefore, each bidder is hereby admonished to submit only genuine bids that are neither collusive nor sham in any way and must complete *Exhibit 4* and return it with the bid.

### **AGREEMENT**

Submission of a signed bid will be interpreted to mean that Bidder has agreed to all the terms and conditions of this solicitation. Bidder’s signed bid and FOTTPAM’s written acceptance of the bid and/or purchase order will constitute a contract.

### **AUTHORIZED SIGNATURES**

Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of FOTTPAM, any agent submitting a bid on behalf of a Bidder must provide a current power of attorney certifying the agent’s authority to bind the Bidder.

1. **Individuals.** If an individual makes the bid, his or her name, signature, and mailing address must be shown.



2. ***Firms and Partnerships.*** If a firm or partnership makes the bid, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
3. ***Corporations.*** If a corporation makes the bid, the bid must show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the title of the person signing on behalf of the corporation. Upon request by FOTTPAM, the corporation must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

### **AWARD OF CONTRACT**

FOTTPAM intends to award a contract to the lowest responsible and responsive bidder whose bid conforms to the Invitation for Bids (IFB) and is most advantageous to FOTTPAM in terms of price, conformity to the specifications, and other factors.

### **BID FORM**

Bids must be submitted on FOTTPAM's bid forms or else they will be rejected.

### **BID OPENING AND BID RESULTS**

Bids will be opened by FOTTPAM and tabulated. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be provided to interested parties upon request. You may request a tabulation of bids by calling or emailing Tom Walsh at [tkwalsh54@gmail.com](mailto:tkwalsh54@gmail.com), 480-298-0046

### **BID SUBMITTAL**

Bidders must submit **ONE (1) ORIGINAL AND ONE (1) COPY** of the bid to the following person and address:

Attention: Tom Walsh, President  
FOTTPAM

FedEx/UPS:  
1 Burruel Road  
Tubac, AZ 85646

US Mail:  
P.O. Box 1296  
Tubac, AZ 85646

### ***Mailing/Delivery Requirements***

Bids must be submitted in a sealed envelope bearing the name of the Bidder, mailing address, phone number, as well as the project name (PARK BUILDINGS RESTORATION AND REPAIR PROJECT) in accordance with the instructions provided in the foregoing "Notice To Bidders." No oral, electronic, telegraphic, or telephonic bids will be considered unless otherwise specified herein. Bidders are responsible for the submission of their bids and should

direct their couriers or package delivery companies (e.g., UPS, FedEx, etc.) to deliver bids to the staff member at the Tubac Presidio State Historic Park.

#### **BID SUBMITTAL DEADLINE**

The Bid Submittal Deadline is **Thursday, August 31, 2023 at 5 p.m. (ARIZONA TIME)**. The Bid Submittal Deadline is shown on the foregoing “Notice to Bidders”. Bids must arrive at either the Presidio State Historic Park or the U.S. Post Office in Tubac before the Bid Submittal Deadline. The governing time for the Bid Submittal Deadline is Arizona Time. Bids will not be opened or revealed before this deadline. Bids received after the deadline are untimely and will not be considered for an award of contract. Bids that are mailed to an incorrect address or received after the Bid Submittal Deadline will be returned unopened to the sender and will not be considered for an award of contract. Bidders are responsible for ensuring their bids are received by FOTTPAM on or before the Bid Submittal Deadline.

**NOTE THAT THE TUBAC POST OFFICE HOURS ARE 9 AM TO 12 PM AND 1 PM TO 4 PM MONDAY THROUGH FRIDAY AND 9 AM TO 1:00 PM ON SATURDAY.**

#### **BID SUBMITTAL DEADLINE, EXTENSION OF**

FOTTPAM reserves the right to change the Bid Submittal Deadline when it is in the best interest of FOTTPAM.

#### **BID WITHDRAWAL**

Bidders’ authorized representatives may withdraw bids only by written request received by Tom Walsh, – [tkwalsh54@gmail.com](mailto:tkwalsh54@gmail.com) on or before the Bid Submittal Deadline and before bids are open. Thereafter, Bidders may not withdraw their bids for a period of **THIRTY (30) DAYS** from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his or her bid.

#### **BRAND NAMES**

The manufacturer’s names, trade names, brand names, model numbers, and catalog numbers if used in these specifications are used for the purpose of describing and establishing general quality levels. These references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

#### **CANCELLATION OF SOLICITATION**

FOTTPAM may cancel this solicitation at any time when FOTTPAM deems it to be in its best interest.

#### **COMPLIANCE OR DEVIATION TO SPECIFICATIONS**

Bidder hereby agrees that the material, equipment, and services offered will meet all of the requirements of the specifications in this solicitation unless deviations from them are ***clearly indicated*** in the Bidder’s response. Bidder may submit an attachment entitled, “Exceptions to Specifications,” which must be signed by Bidder’s authorized representative. An explanation must be made for each item in which an exception is taken, providing—in detail—the extent of the exception and the reason why it is taken. ***Bids failing to comply with this requirement will be considered non-responsive.*** Submittal of brochure or other manufacturer literature is desirable but may not be used as a substitution for this requirement.

#### **CONTRACT LENGTH**

This IFB is for awarding a lump sum price contract to cover a **NINETY (90) CONSECUTIVE DAYS**

construction period from the date of the “Notice to Proceed” on the PARK BUILDINGS RESTORATION AND REPAIR PROJECT.

### **CORRECTIONS OR MODIFICATIONS TO BIDS**

The following rules apply to corrections or modifications made to bids before the Bid Submittal Deadline:

1. ***Authorize Modification.*** All modifications must be made in ink, properly initialed by Bidder’s authorized representative, executed, and submitted in the same form and manner as the original bid. Bids that contain omissions or improper erasures or irregularities may be rejected.
2. ***Withdraw, Modify, and Resubmit.*** Any Bidder who wishes to make modifications to a bid already submitted to FOTTPAM must withdraw their bid to make the modifications. A Bidder’s authorized representative may withdraw the bid only by written request received by FOTTPAM before the Bid Submittal Deadline. It is the responsibility of the Bidder to ensure that modified or withdrawn bids are resubmitted before the Bid Submittal Deadline.
3. ***Prohibited Modifications.*** No oral, electronic, telegraphic, or telephonic modifications will be accepted.

### **DISQUALIFICATION OF BIDDER**

If there is reason to believe that collusion exists among the bidders, FOTTPAM may refuse to consider bids from the participants in such collusion. No person, firm, or corporation under the same or different name, may make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-bid to a bidder or who has quoted prices on materials to a bidder is not thereby disqualified from submitting a sub-bid or quoting prices to other bidders.

A reasonable ground for believing that a bidder is interested in more than one bid—for the same project—will cause the rejection of all bids by the bidder. If there is reason to believe that collusion exists among the bidders, FOTTPAM may refuse to consider bids from the participants of any such collusion.

### **DOCUMENTS TO BE RETURNED WITH BID**

Failure to completely execute and submit the required documents before the Bid Submittal Deadline may render a bid non-responsive. These documents are provided as *Exhibits 1-4* attached hereto and incorporated herein by this reference.

### **EXAMINATION OF SOLICITATION DOCUMENTS**

It is the responsibility of the Bidder to carefully and thoroughly examine and fully inform themselves as to the conditions and requirements of the legal and procedural documents, terms and conditions, bid forms, any specifications, drawings, plans, and any addenda, hereinafter referred to as “Solicitation Documents.” Bidder must be satisfied as to the character, quantity, and quality of work to be performed and the materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Solicitation Documents. Bidder will in no way be relieved from any obligations with respect to the bid or contract due to failure or neglect to examine the Solicitation Documents.

The submission of a bid will constitute an acknowledgment upon which FOTTPAM may rely on that the bidder has thoroughly examined and is familiar with the project. The failure or neglect of a

bidder to receive or examine any aspect of this solicitation or the project conditions will in no way relieve the bidder from any obligations with respect to the bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of the solicitation materials.

### **EXPERIENCE AND COMPETENCY**

The ideal Bidder should have performed projects similar in size and scope to this project. Bidder should submit a list and descriptions of applicable projects (size, type of work, historic properties, references, if available) with bid on *Exhibit 2*. FOTTPAM reserves the right to deviate from this requirement if, in its sole discretion, it is advantageous for FOTTPAM to do so. Bidder must possess applicable Contractor's License for the work called for in the Solicitation Documents.

### **FORMS**

Bids must be made on the blank forms prepared and provided by FOTTPAM. Bids must give the prices proposed (both in writing and in figures when required), provide all other information requested, and must be signed by the Bidder's authorized representative. Additional guidance:

1. ***Lump Sum Pricing.*** This project has a lump sum pricing format that consists of separate bid items as defined in this solicitation.
2. ***Materials and Services.*** Bidders must include in their bid all materials, labor, equipment, services, overhead, profit, taxes, bonds, and other costs required for the completion of work.
3. ***Completion of Documents.*** Bidders must complete and submit all required documents (see Exhibits 1-4). Failure of Bidder to complete and return all required bid form documents might result in the rejection of a bid.
4. ***Addenda.*** If changes are made to the IFB, FOTTPAM will notify interested parties who have requested such notification to Tom Walsh at tkwalsh54@gmail.com or 480-289-0046. Such addenda to the solicitation become part of FOTTPAM's approved plans. Bidders must acknowledge addenda in the manner set forth in the "Instructions to Bidders" section of this IFB (*Exhibit 1*).

### **INDELIBLE SIGNATURES, PRICES, ETC.**

All information, prices, notations, signatures, and corrections must be indelible (i.e., not pencil). Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the bid. See "Corrections" section above.

### **INDEPENDENT BIDDER**

Bidder covenants that it presently has no interest, and must not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Bidder further covenants that, in the performance of this contract, no sub-contractor or person having such an interest must be employed. Bidder certifies that to the best of his or her knowledge, no one who has or will have any financial interest under this contract is an officer or employee of FOTTPAM. It is expressly agreed by Bidder that in the performance of the services required under this contract, Bidder, and any of its sub-contractors or employees, will at all times be considered independent Bidders.

Neither Bidder, nor Bidder's officers, agents, or employees must be considered employees of FOTTPAM or be entitled to receive any employment-related fringe benefits. Bidder must be

responsible for payment of all federal, state, and local taxes associated with the compensation received pursuant to this contract and must indemnify and hold FOTTPAM harmless from any and all liability which FOTTPAM may incur because of Bidder's failure to pay such taxes. Bidder will be solely responsible for program development and operation.

### **INFORMED BIDDERS**

Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

### **LAWS, BIDS MUST COMPLY WITH**

All bids must comply with current federal, state, local, and other applicable laws. The successful bidder also must be prepared to comply with all local, state, and federal safety and environmental requirements.

### **COMPLIANCE REQUIREMENTS FOR A.R.S. §41-4401. GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT**

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A, which states: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer."
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor maybe subject to penalties up to and including termination of the contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and Sub-contractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
4. FOTTPAM retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or Sub-contractor is complying with the warranty under A.R.S. §23-214, Subsection A.

### **MEASUREMENTS**

It is the responsibility of the Bidder to make all measurements to determine his or her bid price. FOTTPAM will not be responsible for determining the quantities of materials necessary to complete the work specified.

### **NOMENCLATURES**

The terms "Contractor," "Successful Contractor," and "Successful Bidder," may be used interchangeably herein, and may refer to the firm with whom FOTTPAM enters into a contract because of this solicitation.

### **NOTICE OF AWARD**

FOTTPAM will issue a "Notice of Award of Contract that indicates the name of the Successful Bidder. The date on the notice is the start date for the project.

### **NOTICE TO PROCEED**

FOTTPAM will issue a “Notice to Proceed” to the Successful Bidder directing and authorizing the Bidder to start work on the project.

### **PAYMENT/PERFORMANCE BONDS**

The Payment and Performance Bond forms for this project will be required of the Successful Bidder. Upon notice, the successful bidder will have **TEN (10) DAYS** to submit completed a “Statutory Payment Bond,” and a “Statutory Performance Bond.”

### **POSTPONEMENT OF OPENING**

FOTTPAM reserves the right to postpone the date and time for opening of bids at any time before the date and time announced in the Invitation for Bids.

### **PRICE**

All bids must give the prices requested in figures as indicated, and must give all other information requested herein.

Bid prices must include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities, and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with this solicitation, except as may be provided otherwise.

The work and the bid price must include providing the necessary safety precautions such as barricades, warning signs for public safety, and any necessary “cleanup” that is required to restore the work site to a satisfactory condition.

*Any items shown on the plans or details or described in the specifications that are not specifically listed in the bid item are considered included in the bid item and no additional or special compensation will be allowed.* In the event that there is more than one bid item in the bid schedule, the Bidder must furnish a price for all bid items in the schedule and any failure to do so will render the bid as non-responsive and may cause its rejection.

The total amount of the lump sum bid will be the sum of the total prices of all items in the bid schedule. If the price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it will be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

### **PRICE DISCREPANCIES**

The Bidder will be bound by said corrections. If there is more than one bid item in a bid schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual bid items, the *prices bid on the individual items will govern* and the total for the schedule will be corrected accordingly.

### **QUESTIONS**

If Bidders are in doubt as to the true meaning of any part of the specifications or other Solicitation Documents or if they find discrepancies or omissions in the specifications, Bidders are responsible for submitting to FOTTPAM a written request for an interpretation or correction. Written requests for interpretations must be *e-mailed* on or before Wednesday, August 16, 2023 to the following person:

Tom Walsh  
FOTTPAM President  
Tkwalsh54@gmail.com

The same procedure and deadline apply to Bidders who have questions regarding bid procedures or who have questions regarding bids, plans, and/or specifications. No faxes or hand-deliveries of bid questions will be accepted.

The requesting party is responsible for prompt delivery of any requests and under no circumstances will questions be answered if they are received by FOTTPAM after Wednesday, August 16, 2023. When FOTTPAM considers interpretations necessary, interpretations will be in the form of an addendum to the Solicitation Documents, which, when issued, will be sent as promptly as is practical to all parties recorded by FOTTPAM in accordance with Forms section above, Item 4 Addenda. All such addenda will become a part of the contract. Oral and other interpretations or clarifications will be without legal or contractual effect. Compliance with all Addenda issued during this bid action, is the sole responsibility of the Contractor. Addenda will be posted at the following web site: [www.tubacpresidio.org/restorationproject](http://www.tubacpresidio.org/restorationproject). It is the Contractor's responsibility to check the web site to make sure they have any and all Addenda.

It is the responsibility of each bidder to ensure FOTTPAM has their correct business name and address on file. Any prospective bidder who obtained a set of Solicitation Documents from anyone other than FOTTPAM is responsible for advising FOTTPAM that they have a set of Solicitation Documents and wish to receive subsequent Addenda.

#### **REJECTION OF BIDS**

FOTTPAM reserves the right to reject any bids, all bids, or any part of a bid if it is in the best interest of FOTTPAM.

#### **RIGHTS RESERVED IN SOLICITATION/AWARD PROCESS**

1. FOTTPAM reserves the right to reject any or all bids or any part of a bid, or to withhold the award for any reason FOTTPAM determines.
2. FOTTPAM reserves the right to reject the bid of any bidder who previously failed to perform adequately for FOTTPAM or any other agency or owner.
3. FOTTPAM expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses, or other monies owed to FOTTPAM.
4. FOTTPAM reserves the right to waive any irregularities found in any bid(s).
5. FOTTPAM reserves the right to consider each bid item separately and to accept the lowest responsive, responsible bid of any qualified bidder for one or more bid items deemed in the best interest of FOTTPAM.
6. FOTTPAM reserves the right *not* to award a contract.

#### **SPECIFICATIONS, CHANGES TO**

The parties will not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature *not set forth herein or by written addenda*. No changes,

amendments, or modifications of any of the terms or conditions of the bid specification will be valid unless reduced to writing and signed by both parties.

**SPECIFICATIONS. DEFINITION**

The term "specification" or "bid specification" as used in this solicitation will be interpreted to mean all the pages that make up this bid solicitation.

**TAXES**

Successful bidder must pay all federal, state and local taxes, levies, duties, and assessments of every nature due in connection with any work under the contract and must indemnify and hold harmless FOTTPAM from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Bid prices must include allowance for said taxes.

**TERMS OF THE OFFER**

FOTTPAM's acceptance of bidder's offer will be limited to the terms herein unless expressly agreed upon, in writing, by FOTTPAM. *Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.*

**WITHDRAWAL OF BID**

Bidder's authorized representative may withdraw their bid only by written request received before the Bid Submittal Deadline.



## **TERMS AND CONDITIONS**

### **ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

Contractor must not assign, transfer, or sell any rights or obligations to the contract resulting from this bid, in whole or in part, without first obtaining the specific written approval of FOTTPAM. Approval may be withheld at the sole discretion of FOTTPAM, provided that such approval will not be unreasonably withheld.

In entering into an agreement or subcontract to supply goods or services pursuant to a contract, the Contractor or Sub-contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have, arising from purchases of goods or services pursuant to the contract or the subcontract. Such assignment must be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

### **ATTORNEY FEES**

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party will be entitled to receive, in addition to its costs, such sum as the Court may adjudge reasonable as to attorney's fees and costs.

### **AUTHORITY OF FOTTPAM**

Subject to the power and authority of FOTTPAM as provided by law in this contract, FOTTPAM will in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. FOTTPAM will decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Contractor hereunder.

### **AUTHORIZED CONTRACTOR/DISTRIBUTOR**

Successful Contractor must be a licensed Contractor for the type of construction offered *or* with his or her bid and must submit documentation from an authorized distributor from whom the specified materials were purchased. Said documentation must state that the distributor will honor all manufacturers' warranties.

### **AWARD AND EXECUTION OF CONTRACT**

Award and execution of Contract will be as provided for herein.

### **CHANGES IN WORK**

FOTTPAM may, at any time work is in progress, by written order and, with or without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as FOTTPAM may find necessary or desirable. Such alterations and changes shall not invalidate this Agreement or release the surety and the Contractor agrees to perform the work as altered, as if it has been part of the original contract documents. Changes in work and the amount of compensation to be paid to the Contractor for any extra work ordered will be determined in accordance with this IFB.

FOTTPAM and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Order. Upon reaching an agreement, FOTTPAM and Contractor

shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

### **COMPLIANCE WITH SAFETY & HEALTH LAWS**

Contractor agrees that all work performed and completed on PARKS BUILDINGS RESTORATION AND REPAIR PROJECT will comply with all applicable Federal and state occupational safety and health laws, standards, and regulations and that Contractor will indemnify, defend and hold FOTTPAM harmless for any failure to so conform.

### **CONSTRUCTION ACTIVITY**

All construction activity should be coordinated to limit disruption to vehicular traffic and pedestrians. The Contractor is responsible for traffic control and the safety of the public and workers.

### **CONSTRUCTION CLEANUP**

Throughout all phases of the construction, including suspension of work, Successful Contractor shall keep the site reasonably free from debris, trash, and construction wastes to permit Contractor to perform its construction services efficiently, safely, and without interfering with the use of adjacent land areas by others. Upon Substantial completion of the work, or a portion of the work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the work or applicable portions thereof.

Contractor shall take whatever steps, procedures, or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of FOTTPAM and in accordance with the requirements of FOTTPAM.

Only materials and equipment which are to be used directly in the work shall be brought to and stored on the work site by the Successful Contractor. When equipment is no longer required for the work, it shall be removed from the work site. Protection of construction materials and equipment stored at the site from weather, theft, damage and all other adversity is solely the responsibility of the Successful Contractor.

### **CONTRACT INCORPORATION**

This contract embodies the entire contract between FOTTPAM and the Contractor. The complete contract will include the entire contents of this solicitation and all pages that make up this IFB, including but not limited to the General Provisions, Terms and Conditions, Special Provisions, any and all addenda, all of Contractor's successful submittals, all supplemental agreements, all change orders, all bond(s), and any and all written agreements which alter, amend, or extend the contract.

### **CONTRACT LENGTH**

This Invitation for Bids (IFB) is for awarding a lump sum price contract to cover a **NINETY (90) CONSECUTIVE DAYS** construction period from the issuance of the Notice to Proceed.

### **DAMAGE**

The Contractor will be held responsible for any breakage, loss of FOTTPAM's equipment or supplies through negligence of the Contractor or Contractor's employee or Sub-contractor while working on FOTTPAM premises. The Contractor must immediately report to FOTTPAM any damages to the premises resulting from services performed under this contract. ***The Contractor will be responsible for restoring or replacing with equivalent quality and quantity any equipment, supplies, facilities, or other FOTTPAM assets so damaged.*** FOTTPAM reserves the right to deduct as liquidated damages the replacement value (including any installation costs) equivalent to FOTTPAM assets that

were damaged by Contractor or Contractor's employees or Sub-contractor and which were not replaced by the Contractor before the completion of the contract.

### **EXECUTION OF CONTRACT**

The Contractor must execute the contract, including but not limited to signing all necessary documents and submitting all required bonds, evidence of insurance and a copy of the contractor's license within **TEN (10) DAYS** from the date the "Notice Intent to Award" is *delivered* to Successful Contractor.

One copy of the contract will be returned to the Contractor after FOTTPAM executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, FOTTPAM, at its option, may consider that the Contractor has abandoned the contract, in which case the bid security bond will be forfeited by the Contractor and become the property of FOTTPAM.

### **F.O.B. POINT & SHIPPING CHARGES**

All prices must be quoted *F.O.B. destination, Tubac, Arizona*. The Contractor is responsible for all delivery, freight, shipping charges, and unloading of equipment.

### **FORCE MAJEURE**

If execution of this contract will be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor must notify FOTTPAM, in writing, within **TWENTY-FOUR (24) HOURS**, after the delay. Such causes may include but are not limited to acts of nature, war, or acts of public enemy, acts of any governmental agency in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

### **INDEMNIFICATION CLAUSE**

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

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

### **INSURANCE REQUIREMENTS**

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

or Sub-contractors.

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

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

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

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

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

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

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

**2. Automobile Liability**

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

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

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

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

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$1,000,000

Disease – Each Employee

\$1,000,000

Disease – Policy Limit

\$1,000,000

Policy shall contain a **waiver of subrogation** against FOTTPAM.

**4. Builders' Risk Insurance or Installation Floater** *\$2,000,000*

- a. FOTTPAM, the CONTRACTOR, SUB-CONTRACTORS, and any others with an insurable interest in the work shall be **Insureds** on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and **shall include**

**coverage for soft costs, flood and earth movement.**

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by FOTTPAM.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a **waiver of subrogation** against FOTTPAM.
- g. CONTRACTOR is responsible for the payment of all policy deductibles.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where FOTTPAM is named as additional insured, FOTTPAM shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after **THIRTY (30) DAYS** prior written notice has been given to FOTTPAM. Such notice shall be sent directly via ***Certified Mail—Return Receipt Requested*** to the following person and address:

FOTTPAM  
c/o Tom Walsh, President  
P.O. Box 1296  
Tubac, Arizona 85646

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. FOTTPAM in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish FOTTPAM with certificates of insurance (ACORD form or equivalent approved by FOTTPAM) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by FOTTPAM before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the following person and address:

FOTTPAM  
c/o Tom Walsh, President  
P.O. Box 1296  
Tubac, Arizona 85646

FOTTPAM project name and project description must be noted on the certificate of insurance. FOTTPAM reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. SUB-CONTRACTORS:** Contractor's certificate(s) shall include all Sub-contractors as additional insureds under its policies *or* Contractor shall furnish to FOTTPAM separate certificates and endorsements for each Sub-contractor. All coverages for Sub-contractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by FOTTPAM, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

#### **NON-EXCLUSIVE CONTRACT**

Contractor understands that this Contract is nonexclusive and is for the sole convenience of FOTTPAM. FOTTPAM reserves the right to obtain like services from other sources for any reason.

#### **OPTION TO EXTEND**

This contract may be extended with the approval of FOTTPAM and the Contractor(s). The Contractor will be notified by FOTTPAM of its intention to extend the contract period.

#### **SAFETY STANDARDS**

All item(s) offered by the Contractor must conform to all safety orders of the State or Arizona.

#### **TERMINATION OF CONTRACT**

FOTTPAM reserves the right to terminate this contract at any time, at its discretion and without cause, elect to terminate this contract by serving upon the Contractor **THIRTY (30) DAYS** advance written notice of such intent to terminate. In such event, FOTTPAM shall pay Contractor only the actual cost of its completed work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. Contractor shall be entitled to profit and overhead on completed work only, but shall not be entitled to anticipated profit or anticipated overhead.

This contract may be terminated at any time without advance notice and without further obligation of FOTTPAM, when the Contractor is found by FOTTPAM to be in default of any provision of this Contract. FOTTPAM retains all legal remedies in such case including but not limited to the right to perform the work with reimbursement by Contractor for costs and expenses incurred by FOTTPAM exceeding the contract amount.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for maintaining FOTTPAM or other public entity obligations under this Contract. In the event of such termination, FOTTPAM will have

no further obligation to Contractor, other than to pay for services rendered before termination.

### **UNUSED**

Unless specifically provided to the contrary, all material must be new and unused and of the current production year for this project, and whenever possible, made in the United States.

### **WARRANTY, MANUFACTURER**

Time is of the essence of this contract. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of FOTTPAM operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Contractor is also the manufacturer of the materials or equipment provided under this contract, the Manufacturer's Warranty requirement would supersede the Successful Contractor Warranty requirement of this solicitation.

FOTTPAM will specify the particular location for delivery upon placing the order. The Contractor shall retain title and control of all goods until they are delivered and acceptance has been made. All risks of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. FOTTPAM will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

### **WARRANTY, SUCCESSFUL CONTRACTOR**

Contractor warrants to FOTTPAM that the construction, including all material and equipment furnished as part of the construction, shall be new unless otherwise specified in the contract documents, of good quality, in conformance with the contract documents and free of defects in materials and workmanship.

Contractor's warranty obligation shall be for two years from Substantial Completion. "Substantial Completion" means when the work, or an agreed upon portion of the work, is sufficiently complete so that FOTTPAM can occupy and use the project or a portion thereof for its intended purposes. This may include but is not limited to i) all systems in place, functional and displayed to FOTTPAM or its representative; (ii) all materials and equipment installed; (iii) all systems reviewed and accepted by FOTTPAM for workmanship, materials used, and construction.

### **Correction of Defective Work**

- A. Contractor agrees to correct any work that is found to not be in conformance with the Contract Documents including that part of the work subject to the warranty in this section within a period of **TWO (2) YEARS** from the date of Substantial Completion of the work or any portion of the work, or within such longer period to the extent required by the contract documents. A progress payment, or partial use or occupancy of the project by FOTTPAM, shall not constitute acceptance of work not in accordance with the contract documents.
- B. Contractor shall take meaningful steps to commence correction of non-conforming work subject to the Warranty Section above, within **SEVEN (7) DAYS** of receipt of written notice from FOTTPAM. This includes the correction, removal or replacement of the non-conforming work and any damage caused to other parts of the work affected by the non-conforming work. If Contractor fails to commence the necessary steps within such seven-day period, FOTTPAM, in addition to any other remedies provided under the contract documents, may provide Contractor with written notice that FOTTPAM will commence

correction of such non-conforming work with its own forces.

- C. If FOTTPAM does perform such corrective work, Contractor shall be responsible for all reasonable costs incurred by FOTTPAM in performing such correction.
- D. Non-Conforming work that creates an emergency requiring an immediate response, the Contractor will respond and initiate corrections within **TWENTY-FOUR (24) HOURS**.
- E. The one-year period referenced in the Warranty section above applies only to Contractor's obligation to correct non-conforming work and is not intended to constitute a period of limitations for any other rights or remedies FOTTPAM may have regarding Contractor's other obligations under the contract documents.

**WARRANTY BY CONTRACTOR**

If applicable, Contractor must fully warrant all service against poor and inferior quality or workmanship for a period identified above from the date of final acceptance by FOTTPAM. *Time is of the essence of this contract.* Contractor must repair or replace any inoperable materials or equipment, or improperly performed work, in a timely manner (not more than **SIXTY [60] DAYS**) during the warranty period.



**TECHNICAL SPECIFICATIONS**  
FOTTPAM  
TUBAC PRESIDIO STATE HISTORIC PARK  
PARKS BUILDINGS RESTORATION AND REPAIR PROJECT

**1.0 SPECIFICATIONS**

FOTTPAM desires bids to be submitted for the following project:

**PARK BUILDINGS RESTORATION AND REPAIR PROJECT**

The work for this project includes exterior stucco repair and replacement, exterior window and window component repair and replacement, door frame and door repair and replacement, and the consolidation of electrical panels.

**Stucco:** All stucco repair/replacement will be completed in accordance with industry standards for such work. All loose or separated existing stucco will be removed. Surfaces will be prepared to guarantee adequate bonding of new stucco to existing good stucco. Stucco will be colored prior to application to match existing.

**Windows:** All new windows or window components will be installed and finished to match existing remaining window components.

**Door frames and doors:** All new door frames or doors will be installed and finished to match existing remaining door components.

**Electrical service box consolidation:** Test all circuits related to the HVAC systems prior to considering consolidation of panels. Upon satisfactory completion, the schoolhouse electrical service exterior panels will be consolidated into one panel.

**1.1 GENERAL REQUIREMENTS**

All items shall be in accordance with the requirements described in this Invitation for Bids (IFB). The bid will be awarded to those who demonstrate to FOTTPAM by their response to this IFB that they can perform the PARK BUILDINGS RESTORATION AND REPAIR PROJECT in accordance with these specifications.

**2.0 WARRANTY**

The Bidder warrants that all items furnished hereunder, including construction, shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

The Bidder agrees that they will, at their own expense, provide all labor and parts required to repair and/or replace any such defective workmanship and/or materials that become or are found to be defective during the term of this warranty. The Bidder shall guarantee that any products used to replace defective or non-performing products comply or exceed the requirements of the specifications and the special terms and conditions.

FOTTPAM will accept the following warranty:

**TWO (2) YEARS** from Substantial Completion.

Guarantee shall be to replace and install any part that may break or fail in any manner because of defective material and/or workmanship (other than normal wear) within this guarantee period, free of all charges or cost to FOTTPAM at delivery point. This warranty shall be inclusive at no charge to FOTTPAM for the stated period.

Additionally, all bidders are invited to offer any and all extended warranty arrangements that they are prepared to offer to FOTTPAM. The cost, if any, on such warranties shall be stated separately on pricing pages of the bid package.

**3.0 SECTION OMITTED INTENTIONALLY**

**4.0 STANDARDS**

All bidder(s) shall certify that the all materials used during and for construction meet or exceed the latest revised Occupational Safety and Health Administration (“OSHA”) and Federal Safety Standards.

**5.0 PRICING**

The Total Cash Purchase Price for the construction bid should include any equipment, delivery, installation, other costs, and taxes associated with PARK BUILDINGS RESTORATION AND REPAIR PROJECT. All pricing is **FOB Tubac, Arizona**.

All bidders shall agree to hold their prices for **THIRTY (30) DAYS** from the date of bid deadline.

The bidder is required to show exactly what is being offered by completing the bid form (Exhibit 3) and pricing sheet. Failure to comply with this requirement may cause the bid to be disqualified.

**6.0 DELIVERY**

Delivery shall be on demand, with construction and installation to be completed within **NINETY (90) DAYS** from the date of the “Notice to Proceed”. The successful bidder(s) further may be required to furnish FOTTPAM with periodic progress reports confirming status of delivery dates as originally shown in their bid proposal.

**7.0 NON-EXCLUSIVE**

FOTTPAM reserves the right to purchase items/services listed herein from other vendors if it is deemed in the best interest of FOTTPAM to do so.

**8.0 BID FORM (Exhibit 3):**

The “Bid Form,” must be completed and signed by the Bidder. Failure to complete and sign this page may cause the Bid to be rejected. In the event the bidder is deviating or suggesting a different approach to the specifications and/or the terms and conditions they must use the Deviation/Exemption Form. Failure to fully explain exceptions taken may cause the Bid to be rejected.

**9.0 EVALUATION AND AWARD:**

Bids will be considered on units complying substantially with specifications provided each deviation is stated and the substitution is described, including technical data when applicable,

in a letter attached to the bid. The placement of a price in the Bid Form Sheet shall be considered recognition that the Bidder is aware of what the Bid Item requires and that their Bid Price is compliant with specifications detailed in the Solicitation Documents. If no price is listed in a Bid Item then FOTTPAM assumes the Bidder is not bidding on that item and FOTTPAM reserves the right to award that Bid Item to another Bidder.

A recommendation for award will be made to the lowest responsible and responsive bidder, whose bid conforms to the invitation for bids, and in accordance Arizona law.

**10.0 TIME AND LIQUIDATED DAMAGES:**

It is understood and agreed that the construction of the work under the Contract Documents shall be commenced on the date stated in the Notice to Proceed issued by FOTTPAM and shall be completed by the Contractor within **NINETY (90) CONSECUTIVE DAYS**. The Contract Time is the period of time specified above, hereof running from (1) the date specified in the Notice to Proceed as the date upon which the Contractor is to commence the work (the "Start Date"), through (2) the Finish Date. The date of beginning, rate of progress, and time for completion are essential conditions of the Contract, and the Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly as such rate of progress as will insure full completion thereof within the Contract Time specified. It is expressly agreed that the Contract Time is reasonable.

If the Final Completion Date (as defined below) occurs after the expiration of the Contract Time, the Contractor shall pay FOTTPAM *the sum of \$500.00 per day as liquidated damages for each calendar day* the work remains incomplete after expiration of the Contract Time. This amount is agreed upon because of the impracticability and extreme difficulty to ascertaining the actual damages FOTTPAM would sustain. It is expressly agreed that the amount of liquidated damages set forth herein is reasonable. Said amounts may be retained from time to time by FOTTPAM from payment due the Contractor.

The date of Completion of the work, or designated portion therefore, is the date certified in writing by FOTTPAM when construction is sufficiently complete, in accordance with the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so FOTTPAM may occupy the project, or a designated portion thereof, if so elected, for the use for which it is intended. Certification of a designated portion of the work by FOTTPAM as being "Complete" and occupancy of that portion thereafter by Owner shall neither release, or otherwise operate to excuse, the Contractor from the duty to complete the remainder of the work within the Contract Time nor relieve the Contractor from any liability for not completing the remainder of the work within the Contract Time including liability for the liquidated damages.

The Final Completion Date is the calendar date when all items of the work are one-hundred-percent (100%) finished, with no items of any scope, large or small, outstanding and remaining to be constructed, and all known defective work has been corrected. When FOTTPAM certifies, in writing, that the Final Completion Date has been reached and FOTTPAM has approved the work, the Contractor may make application for the Final Payment.

In any case where the terms of any other provision of the Contract may be construed to be in conflict with any term regarding time for completion of the Project, interpretation of the conflicting terms that gives precedence to the term regarding time for completion shall govern.

**11.0 FINAL PAYMENT:**

After Receipt of a final payment request, FOTTPAM shall make final payment **SIXTY (60) DAYS** after the receipt by FOTTPAM, provided that Contractor has completed all of the work in conformance with the contract documents and a Final Acceptance Letter has been issued by FOTTPAM.

At the time of submission of its final Payment Request, Contractor shall provide the following information:

1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the work which will in any way affect FOTTPAM's interest.
2. A general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to FOTTPAM and remaining unsettled at the time of final payment; and
3. Consent of Contractor's surety, to final payment.

**11.1 PAYMENTS TO SUB-CONTRACTORS OR SUPPLIER:**

Contractor shall pay its Sub-contractors or suppliers within **SEVEN (7) DAYS** of receipt of each progress payment from FOTTPAM. The Contractor shall pay for the amount of work performed or materials supplied by each Sub-contractor or supplier as accepted and approved by FOTTPAM with each progress payment. In addition, any reduction of retention by FOTTPAM to the Contractor shall result in a corresponding reduction to Sub-contractors or suppliers who have performed satisfactory work. Contractor shall pay Sub-contractors or suppliers the reduced retention within **FOURTEEN (14) CALENDAR DAYS** of the payment of the reduction of the retention to the Contractor. No Contract between Contractor and its Sub-contractors and suppliers may materially alter the rights of any Sub-contractors or supplier to receive prompt payment and retention reduction as provided herein.

If the Contractor fails to make payments in accordance with these provisions, FOTTPAM may take any one or more of the following actions and Contractor agrees that FOTTPAM may take such actions:

1. To hold the Contractor in default under this Contract;
2. Withhold future payments including retention until proper payment has been made to Sub-contractors or suppliers in accordance with these provisions;
3. Reject all future offers to perform work for FOTTPAM from the Contractor for a period not to exceed one year from Substantial Completion date of the Project; or
4. Terminate this Contract.

Should FOTTPAM fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

Contractor shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

## **12.0 RECORD KEEPING AND FINANCE CONTROLS**

Records of the CONTRACTOR'S direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between FOTTPAM and Contractor shall be kept on a generally recognized accounting basis and shall be available for **FIVE (5) YEARS** after Final Acceptance of the Project.

FOTTPAM, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the Contractor's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.

FOTTPAM reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading or inaccurate cost and pricing data.

The Contractor shall include a similar provision in all of its agreements with Sub-contractors and other parties providing services under the Contract Documents to ensure FOTTPAM, its authorized representative, and/or the appropriate federal agency, has access to the Sub-Contractors' records to verify the accuracy of cost and pricing data.

FOTTPAM reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Sub-contractors' contracts, and if one or more Sub-contractors do not allow FOTTPAM to audit their records to verify the accuracy and appropriateness of pricing data.

## **13.0 CLAIMS AND DISPUTES**

### **13.1 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF.**

If Contractor believes that it is entitled to relief against FOTTPAM for any event arising out of or related to work, the Contractor shall provide written notice to FOTTPAM of the basis for its claim or relief.

Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

In the absence of any specific notice requirement, written notice shall be given to FOTTPAM by the Contractor within a reasonable time, not to exceed **TWENTY-ONE (21) DAYS**, after the occurrence giving rise to the claim for relief or after the Contractor reasonably should have recognized the event or condition giving rise to the request, whichever is later.

Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

### **13.2 DISPUTE AVOIDANCE AND RESOLUTION**

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times to avoid or minimize disputes or

disagreements. If disputes or disagreements do arise, Contractor and FOTTPAM each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner to avoid unnecessary losses, delays and disruptions to the work.

Contractor and FOTTPAM will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and FOTTPAM's Representative.

If a dispute or disagreement cannot be resolved through Contractor's Representative and FOTTPAM's Representative, Contractor's Senior Representative and FOTTPAM's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than **THIRTY (30) DAYS** after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

### **13.3 DUTY TO CONTINUE PERFORMANCE**

Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the work and FOTTPAM shall continue to satisfy its payment obligations to Contractor, pending the final resolution of any dispute or disagreement between Contractor and FOTTPAM.



## DRAFT CONTRACT FORM

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 by and between Friends of the Tubac Presidio and Museum, Inc. having an address at P.O. Box 1296, Tubac, AZ 85646 (hereinafter called Owner) and \_\_\_\_\_ having an address at \_\_\_\_\_ (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 - WORK

Contractor shall perform, construct and complete all Work as specified and indicated in the PARK BUILDINGS RESTORATION and REPAIR PROJECT, (hereinafter the “Project” or the “Work”) which documents are hereby incorporated into this Contract by reference.

### ARTICLE 2 - CONTRACT TIMES

2.1 **Contract Time.** The Project shall be substantially complete within the Contract Time as stated in Contract documents.

### ARTICLE 3 - CONTRACT PRICE

3.1 The Owner will pay Contractor for completion of the Project the amount of \$ \_\_\_\_\_ hereby identified as the Contract Price, as shown in the Contractor's Proposal.

3.2 When unit bid price items are included in the Contract Price, the quantities of various units contained in the Proposal are estimated and payment to the Contractor will be made only for the actual quantities of units that are incorporated in the Project or materials furnished in accordance with the plans and specifications.

### ARTICLE 4 - PAYMENT PROCEDURES

4.1 **Partial Payments.** Partial payments will be made at least once per month based on the itemized work accomplished.

4.2 **Retainage.** From the total of the amount determined to be payable on a partial payment, ten percent (10%) will be deducted and retained by the Owner until the final payment is made.

4.3 **Final Payment:** Final payment will be made upon written acceptance of the work by the Owner.

### ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

In executing this Agreement, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Contract including Addenda.
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract. Contractor acknowledges that such reports and drawings are not part of the Contract and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract with respect to Underground Facilities at or contiguous to the site. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract.
- 5.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract.
- 5.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract and all additional examinations, investigations, explorations, tests, studies and data with the Contract.
- 5.7 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract and the written resolution thereof by the Owner is acceptable to Contractor, and the Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 5.8 If this Project utilizes multiple prime contracts, the Contractor has examined the Contract for all prime contracts and has acquired sufficient knowledge of the required work of the other prime contractors to the extent that Contractor clearly understands his own obligations and responsibilities relative to the other prime contracts.

## **ARTICLE 6 - CONTRACT**

The Contract which comprises the entire Agreement between Owner and Contractor concerning the Work consists of the following:

- 6.1 The Bid Solicitation document with discrepancies corrected.
- 6.2 This Contract Form.
- 6.3 The Contractor's Performance Bond and Payment Bond.



6.4 The Contractor's Certificates of Insurance.

6.5 The Notice of Award and Notice to Proceed.

6.6 The Terms and Conditions and the Technical Specifications, which are a part of the Contract.

6.7 Addenda listed below:

<u>Addendum No.</u>	<u>Date</u>
___ 1	_____
___ 2	_____
___ 3	_____

6.8 There are no documents other than those listed above in this Article 6. The Contract may only be modified by Supplement Agreement.

**ARTICLE 7 - MISCELLANEOUS**

7.1 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

7.2 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract.

7.3 Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**ARTICLE 8 – GOVERNING LAW**

This Agreement and Addendum shall be governed by the laws of the State of Arizona. Venue for actions or lawsuits involving this Agreement and Addendum shall be in Santa Cruz County, Arizona unless otherwise ordered by the court or agreed by the parties.

IN WITNESS WHEREOF, Owner and Contractor have signed two (2) copies of this Agreement. This Agreement will be effective on the day and year first above written.

**OWNER:**

\_\_\_\_\_  
Tom Walsh, President, FOTTPAM, Inc.

**ATTEST:**

\_\_\_\_\_  
Secretary or Member of the Board of Directors, FOTTPAM, Inc.

**CONTRACTOR:**

**(SEAL)**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Title)

**(ACKNOWLEDGMENT OF OFFICER OR OWNER FOR FOTTPAM)**

**STATE OF Arizona**

**County of Santa Cruz**

}  
}

**SS:**

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
**Notary Public**

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF Arizona

}

SS:

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at \_\_\_\_\_, that he/she/they is(are) the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the above instrument; and that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF OTHER THAN A CORPORATION)

STATE OF Arizona

}

SS:

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public





Exhibit 3  
 PARK BUILDINGS RESTORATION/REPAIR PROJECT  
 BID FORM

<b>Base Bid Stucco repair</b>		<b>Description of Work</b>	<b>\$/ sq ft</b>	<b>Subtotals</b>
1.0	Schoolhouse/Visitor Center	Approx 885 Sq Ft of cracked, flaking, or separating exterior wall		
1.1	Rojas House	Approx 450 Sq Ft of cracked or separating exterior wall		
<b>SUBTOTAL BASE BID 1.0 AND 1.1 STUCCO REPAIR</b>				
<b>Bid Alternate stucco repair</b>		<b>Description of Work</b>	<b>\$/ sq ft</b>	
2.0	Otero Hall	Approx 55 Sq Ft of cracked exterior wall		
<b>SUBTOTAL ALTERNATE 2.0 STUCCO REPAIR</b>				
<b>Base Bid Woodwork</b>		<b>Description of Work</b>	<b>\$/each</b>	<b>Subtotals</b>
3.0	Schoolhouse/Visitor Center	Replace 41"x71" (2) six panel single-pane window and frame		
		Replace (6) 7"x51"x2" windowsills and infill wall as needed.		
		Repair sagging windows		
3.1	Otero Hall	Replace restroom exterior door frame 9"x80"		
		Replace 36'x81" door which has a 4 single pane panel and 3 wood panels		
		Replace 2 windowsills		
<b>SUBTOTAL BASE BID 3.0 AND 3.1 WOODWORK</b>				
<b>Base Bid Electrical</b>		<b>Description of Work</b>	<b>\$/each</b>	<b>Subtotals</b>
4.0	Schoolhouse/Visitor Center	Confirm all circuit breaker, conductor and conduit sizes for all HVAC equipment that is fed out of the electrical system; megger and test all conductors to confirm there is no damage to the conductors. Perform power monitoring on the HVAC equipment to confirm any anomalies.		
4.1		Combine exterior electrical panels at meter into one panel		
<b>SUBTOTAL BASE BID 4.0 AND 4.1 ELECTRICAL</b>				
<b>GRAND TOTAL ALL BASE BIDS AND ALTERNATE</b>				

\_\_\_\_\_  
 FIRM SUBMITTING BID

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 MAIL ADDRESS

\_\_\_\_\_  
 SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
 CITY, STATE & ZIP CODE

\_\_\_\_\_  
 PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
 PHONE

\_\_\_\_\_  
 DUNS



10. The bidder has not, directly or indirectly, divulged his or her bid price or any breakdown thereof to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid;
11. The bidder has not, directly or indirectly, divulged the contents of his or her bid to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; AND
12. The bidder has not, directly or indirectly, paid a fee, and he or she will not pay a fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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Firm Submitting Bid

---

Date

---

Mailing Address

---

Signature of Authorized Representative

---

City, State, & Zip Code

---

Printed Name of Authorized Representative

---

Telephone Number

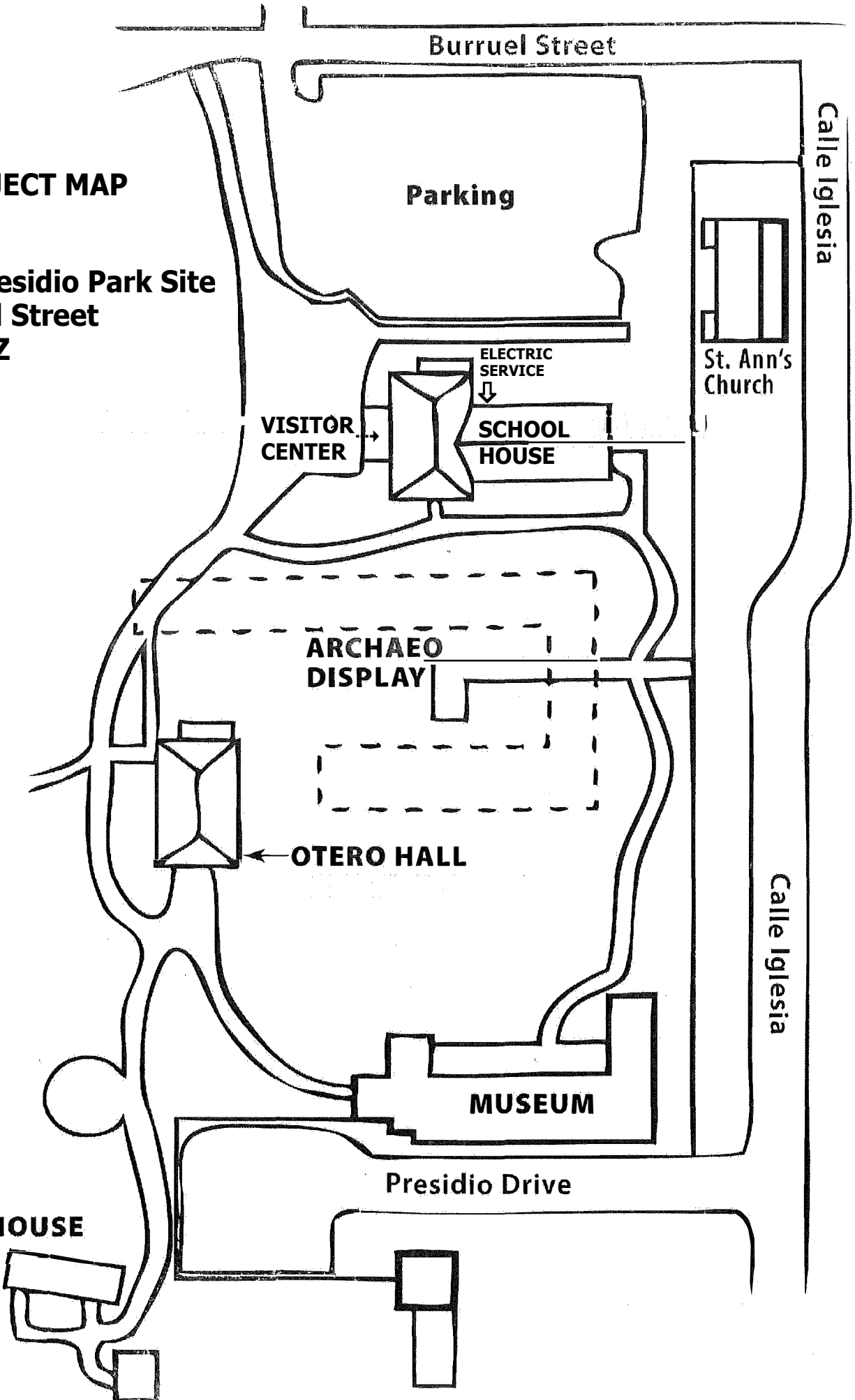
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**PROJECT MAP**

**Tubac Presidio Park Site  
1 Burruel Street  
Tubac, AZ**



Burruel Street

Parking

Calle Iglesia

St. Ann's Church

VISITOR CENTER

ELECTRIC SERVICE

SCHOOL HOUSE

ARCHAEO DISPLAY

OTERO HALL

Calle Iglesia

MUSEUM

Presidio Drive

ROJAS HOUSE EXHIBIT