

ARTICLE 2 – BID PROPOSAL

The following Sections prescribe the proper form for bid proposal:

2.0 BID PROPOSAL

PROJECT No. PW 24-002

Porter Mountain Road Improvements Project No. PW 24-002

The undersigned, as Bidder, declares that we have received and examined the bid documents entitled “**Porter Mountain Road Improvements Project No. PW 24-002**” and will Contract with the Town, on the form of Contract provided herewith, to do everything required for the fulfillment of the Contract for the project at the prices and on the terms and conditions of the bid documents, drawing, etc.

We agree that the following shall form a part of this proposal:

<u>Article</u>	<u>Title</u>
2.0	Bid Proposal
3.0	Bid Schedule
4.0	Arizona Statutory Bid Bond
5.0	Bidder's Statement of Qualifications

We certify that our proposal is genuine, and not sham or collusive, nor made in the interest or behalf of any undisclosed person, organization, or corporation, and that we have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or directly or indirectly induced or solicited any other potential bidder to refrain from bidding, and that we have not in any manner sought by collusion to secure an advantage over any other bidder.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder shall execute the formal Contract attached within 10 calendar days and deliver a Performance Bond, Payment Bond and Certificates of Insurance as required by Articles 7.68 & 7.69 of the General Conditions within the same time.

We hereby declare that we have visited the site and have carefully examined the Contract Documents relating to the work covered by the above Bid or Bids.

Enclosed herewith is a certified or cashier's check or bid bond, payable to the Town of Pinetop-Lakeside, Arizona, in the amount of ten percent (10%) of the total bid. This check or bond is submitted as a guarantee that we will enter into a Contract and furnish the required bonds in the event a Contract has awarded us. The bid security attached, without endorsement, is to become the property of the Town of Pinetop-Lakeside, Arizona, in the event the Contract and Bonds are not executed within the time set forth, as a portion of the liquidated damages for delay and additional work caused thereby. (See Article 1.9)

We understand that the Town of Pinetop-Lakeside, Arizona reserves the right to reject any and/or all bids, or to waive any informalities in any bid, deemed by them to be for the best interests of the Town of Pinetop-Lakeside, Arizona.

Project No. PW 24-002

Dated this 22 day of March, 2024. Type ext here

Respectfully Submitted By: James Petersen Title: General Manager

Name of Firm: Perkins Cinders, Inc.

Address: 1950 E Adams, Suite C Show Low, AZ 85901

Phone: 928-537-2008 Fax: _____ Email: office@perkinscinders.com

Arizona Contractor's License No. 171354 Type General Engineering

Seal - If bid by a Corporation:

ARTICLE 3 – BID SCHEDULE**3.0 BID SCHEDULE****CONTRACT FOR: Porter Mountain Road Improvements Project No. PW 24-002**

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described therein for the following unit prices or lump sum amounts.

Note: Bids shall include sales tax and all other applicable taxes and fees. All bids shall be checked for errors. If errors are made, unit prices shall govern, and corrections will be made according to the unit price and totals will be revised to reflect the corrections. The Town of Pinetop-Lakeside, Arizona reserves the right to select any and/or all items with or without alternatives or any combination of items and alternatives, deemed to be in the best interest of the Town of Pinetop-Lakeside, Arizona.

Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
General Construction Items						
1	105.8	Construction Stakes, Lines and Grade	1	LS	\$43,672.29	\$43,672.29
2	106.1	Quality Control	1	LS	\$14,231.97	\$14,231.97
3	107.1	Public Relations	1	LS	\$12,735.54	\$12,735.54
4	107.16	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	\$53,913.79	\$53,913.79
5	109.1	Mobilization/Demobilization	1	LS	\$60,228.50	\$60,228.50
6	109.11	Contingency	1	LS	\$ 100,000.00	\$ 100,000.00
7	401.1	Traffic Control Plan	1	LS	\$8,065.84	\$8,065.84
8	401.2a	Barricades and Storage	1	LS	\$21,438.16	\$21,438.16
9	401.2b	Message Boards	1	DAY	\$5,518.73	\$5,518.73
10	401.2c	Incidental Traffic Related Items	1	LS	\$10,612.95	\$10,612.95
11	401.3a	Flaggers	150	HR	\$97.64	\$14,646.00
General Construction Items Subtotal					\$345,063.77	
Removal Items						
12	350.1	Remove and Relocate Existing Sign	1	EA	\$700.45	\$700.45
13	350.2	Remove Existing Asphalt Pavement Pathway	1890	SY	\$5.75	\$10,867.50
14	350.3	Remove Existing Asphalt Pavement	1030	SY	\$36.76	\$37,862.80
15	350.4	Remove and Dispose Existing Rock Wall	165	LF	\$22.03	\$3,634.95
16	350.5	Remove and Dispose Existing Tree	7	EA	\$486.68	\$3,406.76
17	350.6	Obliterate Existing Pavement Marking	4875	SF	\$3.02	\$14,722.50

18	350.7	Remove and Dispose Existing Concrete Sidewalk	885	LF	\$3.55	\$3,141.75
19	350.8	Remove Existing Curb	160	LF	\$9.82	\$1,571.20
Removal Items Subtotal					\$75,907.91	
Civil Improvements						
20	205.1	Earthwork	1	LS	\$373,151.32	\$373,151.32
21	301.1	8" Subgrade Preparation	13816	SY	\$5.19	\$71,705.04
22	310.1	10" Aggregate Base Course (Structural Section 01)	5177	SY	\$21.37	\$110,632.49
23	310.2	6" Aggregate Base Course (Structural Section 02)	8639	SY	\$11.64	\$100,557.96
24	321.1	3" Asphalt Concrete Pavement (Roadway)	6926	SY	\$42.46	\$294,077.96
25	321.2	3" Asphalt Concrete Pavement (Pathway)	6890	SY	\$33.49	\$230,746.10
26	340.1	4" Concrete Sidewalk, Width per Plan per MAG Std Dtl 230	4572	SF	\$13.24	\$60,533.28
27	340.2	Curb Ramp Per MAG Std Dtl 236-2	5	EA	\$2,044.70	\$10,223.50
28	340.3	Sidewalk Scupper per MAG Std Dtl 206	2	EA	\$5,758.06	\$11,516.12
29	340.4	Concrete Pedestrian Refuge Median	2	EA	\$21,241.82	\$42,483.64
30	340.5	6" Vertical Single Curb, MAG Std Dtl 222	354	LF	\$54.58	\$19,321.32
31	340.6	6" Vertical Concrete Curb and Gutter, Type A per MAG Std Dtl 220-1	1000	LF	\$55.18	\$55,180.00
32	345.1	24" Storm Drain Pipe	66	LF	\$210.49	\$13,892.34
33	402.1.1	White Thermoplastic Left Arrow Pavement Marking	3	EA	\$831.34	\$2,494.02
34	402.1.2	White Thermoplastic Crossing Pavement Markings	110	LF	\$13.81	\$1,519.10
35	403.2.1	4" White Solid Permanent Pavement Markings (Traffic Paint Stripe)	7010	LF	\$0.94	\$6,589.40
36	403.2.2	4" White Broken Permanent Pavement Markings (Traffic Paint Stripe)	300	LF	\$2.45	\$735.00
37	403.2.3	18" White Stop Bar (Traffic Paint Stripe)	50	LF	\$25.15	\$1,257.50
38	403.2.4	4" Solid Yellow Double Permanent Pavement Markings (Traffic Paint Stripe)	6055	LF	\$1.38	\$8,355.90
39	403.2.5	4" White Solid Permanent Pavement Markings (Traffic Paint Stripe)	600	LF	\$0.99	\$594.00
40	404.1	Perforated Sign Post and Post Foundation	23	EA	\$1,885.37	\$43,363.51
41	404.2	Flat Sheet Aluminum Sign Panel, Diamond Grade	23	EA	\$274.56	\$6,314.88
Civil Improvements Items Subtotal					\$1,465,544.38	
Electrical/Lighting Improvements						
42	406.1	Street Light Pole (Fiberglass)	7	EA	\$606.46	\$4,245.22
43	406.2	Pedestrian Light Pole Assembly (Alt 1)	59	EA	\$1,652.70	\$97,509.30

44	406.3	Street Light Mast Arm (Aluminum 15')	7	EA	\$4,093.56	\$28,654.92
45	406.4	120/240V, 100A Meter Pedestal With Foundation	1	EA	\$92,369.81	\$92,369.81
46	406.5	Electrical Conduit (1" PVC)	3730	LF	\$24.76	\$92,354.80
47	406.6	Electrical Conduit (2" PVC)	875	LF	\$31.90	\$27,912.50
48	406.7	Electrical Conduit (2.5" PVC)	100	LF	\$57.68	\$5,768.00
49	406.8	Directional Drill (2" PVC)	320	LF	\$422.77	\$135,286.40
50	406.9	LED Luminaire Pedestrian	59	EA	\$485.68	\$28,655.12
51	406.10	LED Luminaire Street Light	7	EA	\$4,093.56	\$28,654.92
52	406.11	Junction Box	18	EA	\$1,591.94	\$28,654.92
53	406.12	#12 AWG Conductor	2518	LF	\$10.79	\$27,169.22
54	406.13	#12 AWG Insulated Bond	1259	LF	\$22.76	\$28,654.84
55	406.14	#8 AWG Conductor	16310	LF	\$1.67	\$27,237.70
56	406.15	#8 AWG Insulated Bond	7905	LF	\$3.63	\$28,695.15
57	406.16	Electrical Utility Coordination	1	LS	\$1,061.30	\$1,061.30
Electrical/Lighting Improvements Items Subtotal					\$709,884.12	
Traffic Signals						
58	407.1	Pedestrian Push Button	4	EA	\$7,163.74	\$28,654.96
59	407.2	Rectangular Rapid Flashing Beacon	2	EA	\$14,327.48	\$28,654.96
Traffic Signal Items Subtotal					\$57,309.92	
Landscape/Irrigation Improvements						
60	430.1	Landscaping	1	LS	\$24,515.91	\$24,515.91
61	440.1	Landscape Irrigation	1	LS	\$9,870.04	\$9,870.04
Landscape/Irrigation Improvements Items Subtotal					\$34,385.95	
Total Costs:					\$2,687,796.05	

Total Bid Amount:

Two Million six hundred eighty seven thousand seven hundred ninety six dollars and five cents (In Words), \$ 2,687,796.05.00

Calendar Days Vendor requires to Complete Total Project: _____ Calendar days or less after Notice to Proceed.

This Proposal is submitted by Perkins Cinders, Inc., a corporation organized under the laws of the State of Arizona, or a partnership consisting of _____

_____, or an individual trading as _____, and is
the holder of Arizona Contractor's License No. 171354 Pinetop-Lakeside Business License
No. _____. (Town License not required at time of Bid but must be obtained prior to issuance
of Notice to Proceed.)

Respectfully submitted,

Perkins Cinders, Inc.

Company Name

1950 E Adams, Suite C

Address

Show Low, AZ 85901

City

State

Zip

928-537-2008

Telephone

928-537-2912

Fax

office@perkinscinders.com

Email



Signature of Authorized Person

James Petersen

Printed Name

General Manager

Title

928-255-3090

Telephone

Fax

sam@perkinscinders.com

Email

ARTICLE 4 – BID BOND

4.0 ARIZONA STATUTORY BID BOND.

PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That Perkins Cinders, Inc. (hereinafter "Principal"), as Principal, and Merchants Bonding Company (Mutual) (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa, with its principal offices in the City of Des Moines, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the Town of Pinetop-Lakeside, Arizona, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid of \$See attached bid for amount to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of **Project No. PW 24-002** known as the **Porter Mountain Road Improvements**.

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 the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the execution 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 that section to the extent as if it were copied at length herein.

Witness our hands this 18th day of March, 2024.

Perkins Cinders Inc
PRINCIPAL SEAL

By: Brandon [Signature]
~~Attorney-in-Fact~~

Its: M & O Agencies Inc. dba The Mahoney Group
Agency of Record

Merchants Bonding Company (Mutual)
SURETY SEAL

By: [Signature]
Dawn Fykes, Attorney-in-Fact

20333 N. 19th Ave. #200, Phoenix, AZ 85027
Agency Address



Trina Brannon

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amy Scott; David J Hickman; Dawn Fykes; Jay Holwegner; Matthew I Snowden; Stephanie M Young

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

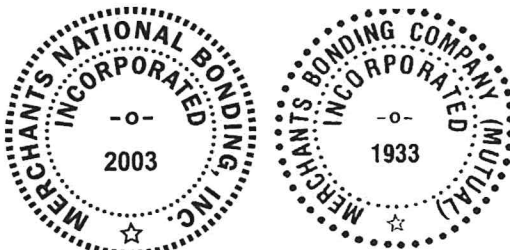
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of January, 2024.



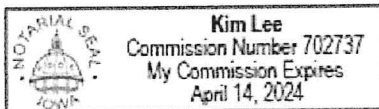
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of January, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

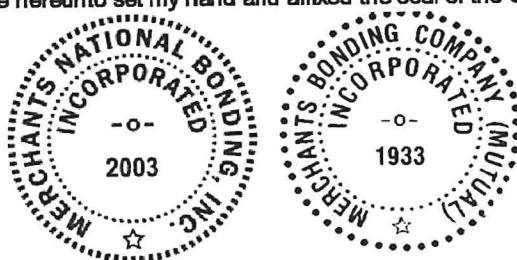


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of March 2024.



William Warner Jr.
Secretary

ARTICLE 5 – BIDDER'S STATEMENT OF QUALIFICATIONS

5.0 BIDDER'S STATEMENT OF QUALIFICATIONS

The Undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: Town of Pinetop-Lakeside
Attention: Town Clerk
325 W. White Mountain Boulevard
Lakeside, AZ 85929

SUBMITTED BY: NAME: Perkins Cinders, Inc. ☒ Corporation ☐ Partnership
ADDRESS: 1950 E Adams, Suite C ☐ Individual ☐ Joint Venture
Show Low, AZ 85901 ☐ Other
PRINCIPAL OFFICE: 928-537-2008

(NOTE: Attach separate sheets as required)

How many years has your organization been in business as a Contractor? 38
How many years has your organization been in business under its present business name? 38

If a Corporation, answer the following:

Date of Incorporation: 10/28/1986
Fed. Tax I.D. #: 86-0568148
State of Incorporation: Arizona
President: E. Kay Perkins
Vice President(s):

Secretary: Dustin Perkins
Treasurer: Dustin Perkins

If a Partnership, answer the following:

Date of organization:
Type of Partnership:
(General/Limited/Assoc.)

Name and Address of all partners:

If other than a Corporation or Partnership, describe Organization and name Principals:

What percent of the work do you normally perform with your own forces? 90 List trades:

Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction Contract? No

If so, state circumstances:

List major construction projects your Organization has under Contract on this date:

Project Name	Name, Address & Telephone Number of Owner	Engineer	Contract Amount	Contract Date	Percent Complete	Scheduled Completion
Saguaro Lake	Tonto National Forest				90	3/30/2024
Pinehaven	Joseph Holland				20	04/19/2024

List similar construction projects your Organization has completed in the past five years:

Project Name	Owner	Engineer	Contract Amount	Date Awarded	Date Completed	Percent with Own Forces
Navajo County Public Works	Navajo County					90
SRP	Salt River Project					95
TEP	Tucson Electric Power					95

List the construction experience of the principal individuals in your Organization:

Individual's Name	Construction Experience – Years	Within Your Organization		
		Present Position & Years Experience	Dollar Volume Responsibility	Previous Position & Years Experience
E Kay Perkins	58	President		
Dustin Perkins	28	Secretary		

Have you ever failed to complete any work awarded to you? If so, indicate when, where and why:

No

List states and categories in which your Organization is legally qualified to do business:

Arizona

Bank References:

Don Tomlinson
Chase Bank
400 N. White Mountain Road
Show Low AZ 85901

Trade References:

Name of Bonding and Insurance Companies and Name and Address of Agents: Maximum Bonding

Capacity	Merchants Bonding Company 20333 N. 19th Ave. #200, Phoenix AZ 85027 Dawn Fykes \$15,000,000 Single \$18,000,000 Aggregate
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Is there any pending litigation by or against your organization or its officers? No
If yes, please provide details:

Have you had any OSHA violation within the last 10 years by or against your organization or its officers?
No If yes, please provide details:

Are there any judgments that have been entered by a court of competent jurisdiction against your organization or its officers during the last three years? If yes, please provide details:

No


List of Subcontractors In accordance with Article 1, Section 1.1 of the Invitation to Bid & Bid Documents, the following is a breakdown of subcontractors anticipated to be used for completing this project and their approximate percentage of work to be performed. The Contractor is not required to submit with their bid a complete list of all subcontractors contemplated to be utilized on the project, and failure to submit a complete list shall not render a bid incomplete or unresponsive. A complete list of all subcontractors proposed on the project is not considered a material part of the bid submittal. Refer to Article 7.73 of the General Conditions for additional information.

The Bidder certifies that all subcontractors listed are eligible to perform work on Public Works projects pursuant to A.R.S. §34-241.

<u>Subcontractor</u>	<u>Description of Work</u>	<u>% Total Project</u>
Phil Stratton Electric	Electrical	5
DW Lusk	Concrete	5
Christopher Gardens	Landscaping	5
Development Specialists	Strping and Signage	5
AWS	Traffic Control	5
Total % of all subcontractors' work on project		25
Total % for Prime Contractor		75

Dated at 11:45 AM this 22 day of March, 2024.

Name of Organization: Perkins Cinders Inc.

By: Title: 
James Petersen, General Manager

5.1 AFFIDAVIT OF NON-COLLUSION.

AFFIDAVIT OF CONTRACTOR
CERTIFYING THAT THERE WAS NO
COLLUSION IN BIDDING FOR
CONTRACT

STATE OF) Arizona
) ss
COUNTY OF) Navajo

Trina Brannon

(NAME OF INDIVIDUAL)

BEING DULY SWORN, DEPOSES AND SAYS:

THAT HE/SHE IS General Manager
(TITLE)

OF Perkins Cinders, Inc.
(NAME OF BUSINESS)

THAT PURSUANT TO SECTION 34-253 OF THE ARIZONA REVISED STATUTES, HE/SHE CERTIFIES
AS FOLLOWS:

THAT NEITHER HE/SHE NOR ANYONE ASSOCIATED WITH SAID

Perkins Cinders, Inc.
(NAME OF BUSINESS)

HAS DIRECTLY, OR INDIRECTLY, ENTERED INTO ANY CONTRACT, PARTICIPATED IN
ANY COLLUSION OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE
COMPETITIVE BIDDING IN CONNECTION WITH THIS PROJECT.

By:

NAME James Petersen

TITLE General Manager

NAME OF BUSINESS Perkins Cinders, Inc.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 22 DAY OF March, 2024.

MY COMMISSION EXPIRES: 10-03-2025

NOTARY PUBLIC: Trina Brannon

