

CITY OF BISBEE

CONTRACT FOR SERVICES METAL RE-ROOF AT THE BISBEE SENIOR CENTER

THIS CONTRACT is made this 8th day of June 2022, by and between the City of Bisbee (hereinafter “the City”) and LANDMARK METAL BUILDERS, (hereinafter “the Contractor”).

WHEREAS the City is in need of certain services, as more particularly specified in the Notice of Solicitation designated as auditing services, as more particularly specified in the attached Scope of Work; and as incorporated herein by reference; and

WHEREAS the Contractor has offered to perform the proposed work in accordance with the terms of this Contract;

NOW, THEREFORE, in consideration of the promises and covenants stated herein, **IT IS HEREBY AGREED THAT:**

1. The Contractor promises and agrees to perform the work and to provide the services as described in the “Notice of Solicitation” and the “Specifications, Scope of Work or Requirements”, each of which is incorporated herein by reference. This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees. This work shall also be performed in a manner that is consistent with the “Standard Terms and Conditions, City of Bisbee Contract,” which are incorporated into this Contract by reference, and any special terms and conditions which may be attached to this Contract.
2. The Contractor further agrees to provide all of the services required by this Contract in a complete and acceptable form, as such work is customarily provided according to professional standards applicable to completion of this type of service work.
3. This Contract shall remain in effect for a period of June 8, 2022, through July 8, 2022, or for such period as may be otherwise specified in the Contract Documents.
4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, an estimated sum not to exceed **\$55,886.00** without an approved change order. Change orders cannot exceed \$5000.00 without City Council approval.
5. The City shall have the right to reject all or any work or work product submitted under this agreement which does not meet the required specifications. In the event of any such rejection, the Contractor agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected and corrected at the Contractor’s sole cost.

7. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR: **Landmark Metal Builders
5077 E. Buffalo Soldier Trail
Sierra Vista, AZ 85650**

TO CITY: **City of Bisbee
76 Erie Street
Bisbee, Arizona 85603**

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contractor as indicated below:

APPROVED:
CITY OF BISBEE

By



Ken Budge, Mayor

APPROVED: Trever K Hanf
CONTRACTOR

Digitally signed by Trever K Hanf
DN: C=US,
E=Thanf@landmarkmetal.com,
O=Landmark Metal Builders,
CN=Trever K Hanf
Reason: I agree to the terms
defined by the placement of my
signature on this document
Date: 2022.06.09 14:27:03-0700'

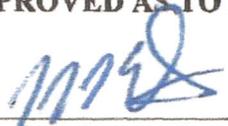
Name: Landmark Metal Builders
Title: _____
Address: 5077 E. Buffalo Soldier Trail
Sierra Vista, AZ 85650

ATTEST:



Ashlee Coronado, City Clerk

APPROVED AS TO FORM:



Joseph D. Estes, City Attorney
Gust Rosenfeld, P.L.C



LMBI, Inc DBA Landmark Metal Builders
5077 E. Buffalo Soldier Trail
Sierra Vista, AZ 85650
520-378-3221
520-803-0639

PROPOSAL QUOTE

Quote # 59-21 Revised

City of Bisbee
76 Erie Street
Bisbee, AZ. 85603

April 6, 2022

METAL RE-ROOF – BISBEE SENIOR CENTER **300 COLLINS RD, BISBEE, AZ 85603**

We will supply and install metal roofing on the above building as follows:

TO INCLUDE:

1. Roof Preparation:

- a. Tear off and disposal of approximately (5,656 SFT) of existing metal roofing to wood decking, inspect substrate. If any wood replacement is necessary, owner to be notified and advised of additional charges anticipated. If any plywood or OSB needs to be replaced we will replace it at \$55.00 per sheet (4'x8'x1/2" plywood or OSB, and includes materials and labor.
- b. Roof jacks to be shop or field painted to match roof color.
- c. Haul off debris.

2. Metal Roofing:

- a. Install +/- (5,656 SFT) of High Temperature self-adhering underlayment over existing substrate. (This is a standard when re-roofing occupied structures, or when underlayment is required to be waterproof over 60-days.)
- b. Install +/- (5,656 SFT) of LMBI 26ga 20" Standing Seam (concealed fastener, mechanically seamed clip system) roofing panels in any Colorfast 45 standard color of choice.
- c. Roofing to be installed over existing decking.

3. Paint System:

- a. Metal Sales' 45-year warranted finish in any Colorfast 45 standard color.

4. Trim & Flashings: Eave, rake, sidewall, headwall, gutter, downspouts, coping cap and ridge cap to match in gauge and finish as panels – all custom fabricated at our facility for job specific, quality control purposes.

5. Miscellaneous:

- a. New roof jacks for vents through the roof.
- b. (2) aluminum roof curbs for exhaust fans
- c. All necessary trim, flashings, fasteners, screws, and sealant.
- d. Portable toilet facilities provided by LMBI, Inc.

6. Workmanship: Installation is warranted for 5 years for concealed fastener systems.

7. Permit: Applied for and paid for by others.

8. Reminder: Additional wood replacement discovered during installation will be at additional cost.

BASE BID AMOUNT (includes applicable taxes):

\$55,886.00

NOTES:

1. **Due to steel shortages and unexpected price increases, we reserve the right to change suppliers in order to meet delivery schedules or estimating budgets. Materials, if revised, will be similar in gauge, profile, color, and warranty.**
2. **Client acknowledges that prices for materials may fluctuate from the quoted prices if the project is delayed by the client. Client will be responsible for paying any documented increases.**
3. Permit to be applied for by Client.
4. All permit costs to be paid by Client.
5. Owner to provide an adequate site plan and all information required to obtain permit, and to review any deed restrictions or CCR's that may affect the project.
6. If you would like to communicate about your project via e-mail, please give us your e-mail address here: _____
7. From time to time, we will be featuring some of our jobs on our website, _____. We do not furnish any names, just a brief description of the type of the job and the town in which it is located. If you do not want your job featured, please initial here: _____

COLOR SELECTIONS: ROOF & FLASHING: _____ ROOF EDGE TRIM: _____

Gutter & Downspouts: _____

WE PROPOSE to furnish labor and material - complete in accordance with above specifications, and subject to conditions found on all pages of the agreement, for the sum of:

Fifty-Five Thousand Eight Hundred Eighty-Six Dollars 00/100 *****(\$ 55,886.00)

Payment to be made as follows: 25% Deposit, Progress Payments within 7 days of Invoice for: Materials Delivered, Work Completed.

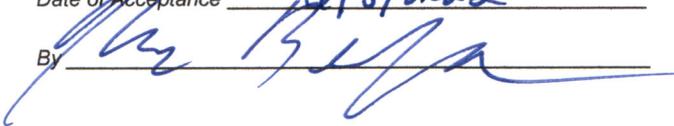
If payment is not made in accordance with this Contract, LMBI, pursuant to Arizona Revised Statutes 32-1129 et seq., may cease doing work until it is paid or terminate the Contract. All unpaid amounts shall bear interest at 18 percent per annum. In the event of termination due to non-payment, Owner shall be responsible for the payment of all work completed to date of termination, including lost profit on work not performed at an additional ten (10%) percent of the total contract amount.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I have read BUILDERS and accept the General Conditions page as part of this agreement.

*Respectfully Submitted,
LANDMARK METAL
Trevor Hanf, Estimator/ Project Manager*

Date of Acceptance 6/8/2022

By: Trevor Hanf

By: 

Note: This proposal may be subject to revision if not Accepted within 7 days.

TERMS & CONDITIONS TO PROPOSAL AND CONTRACT

Contract Price: Includes applicable state and local taxes. Owner acknowledges that prices for labor, equipment and materials may fluctuate from the quoted prices and that Owner will be responsible for paying any increases in such prices if the project is delayed by the client.

Sales Tax:

1. For sale to be non-taxable, applicable exemption certificate needs to be on file with us.
2. Please note that this proposal is subject to any future changes to sales tax. Any increase / decrease may be applied at the time of billing.

Possible Additional Charges: Additional vents through the roof or other roof penetration to be added as follows (unless otherwise noted):

0"-3" Pipe	\$30.00 each
Skylight or Fireplace	\$150.00 each
4"-6" Vent	\$40.00 each
>6"	\$55.00 each

NOTES:

1. Roof jacks and storm collars for wood stove flue by stove supplier (if applicable).
2. Roof-mounted solar units or mechanical units will be removed & replaced as arranged by the Owner unless noted otherwise in this proposal. If you would like for us to perform this work, it can be added as a Change Order on a Time and Material basis (labor @ \$45.00 per man hour and materials @ cost plus overhead and profit).

Permits, Fees and Taxes: Owner shall secure and pay for all applicable city and county building permits and other permits and governmental fees, licenses and inspections necessary for completion of the work, and all applicable state and local taxes, unless stated otherwise in the Proposal and Contract.

Electrical Service: Standard electrical service (110 V, 20 A) by owner. OPTION – for generator (minimum 7.5 KW) and gas by LMBI, add \$65.00 per day, plus tax. All overhead electric wires/obstructions removed or shielded by owner.

Excessive Material: LMBI reserves the right to recover any materials delivered in excess of those required by the contract documents.

Progress & Final Payments: As stated in Proposal and Contract.

Changes and modifications: Any request for changes in the work in materials, design, or installation, must be requested in writing and submitted to LMBI before commencement of the work. Any request for credit and/or extra charges in the specified work shall be in writing. Any such changes will affect the Contract Price and Completion Date accordingly.

Insurance: LMBI shall have its standard insurance coverages in effect for the project duration.

Cancellations: If any cancellation is made after the execution of this Contract, including cancellation of any orders for special or customized work, LMBI shall be compensated for any work done on the order being canceled including, but not limited to, materials purchased, labor expended and work lost plus interest from the date of the expenditure/loss, all other applicable costs, and lost profit on the cancelled work.

Limitations/Delays: It is understood and agreed that LMBI shall not be held liable for any loss, damage or delays occasioned by fire, strikes, or material stolen after delivery to jobsite, lockouts, acts of God, accidents, material shortages, disrupted labor conditions, delayed delivery of materials from suppliers, force majeure, inclement weather, floods, freight embargoes, war, national emergencies or other causes beyond the reasonable control of LMBI.

General Conditions: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Jobsite security fencing is not included in this quote unless specifically noted.

Concealed Conditions: This Contract is based solely on observations LMBI was able to make with the structure and/or job site in its current condition at the time the work was bid. If concealed conditions are discovered once work has commenced, or if changes are made between initial inspection and when work commences, LMBI will stop work and point out these unforeseen concealed conditions to the Owner so that the Owner can execute a change order this additional work.

Warranty:

1. Any problems or defects with materials provided and installed on the project, if it occurs within LMBI's labor warranty period, will be resolved by LMBI.
2. Problems occurring after expiration of LMBI's labor warranty must be resolved by the client through the manufacturer of the product, if still under their warranty. LMBI to supply information and assistance as available.

Entire Agreement: This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain or vary the terms herein. No representations, understandings, or agreements have been made or relied upon in the making of this Contract other than **those** specifically set forth herein. This Contract can only be modified in writing. LMBI reserves the right to subcontract all or part of the work described herein to an appropriately licensed, insured and qualified contractor. LMBI will insure that all quality standards are met, and warranties are honored and that any subcontractor will assume all rights and responsibilities under the contract between LMBI and client.

Governing Law: This Contract shall be governed by the laws of the State of Arizona. Jurisdiction of any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be in the county in which the project is located.

Please note: PROPERTY OWNER HAS THE RIGHT TO FILE A WRITTEN COMPLAINT WITH THE REGISTRAR OF CONTRACTORS FOR AN ALLEGED VIOLATION OF A.R.S. SECTION 32-1154, SUBSECTION A. COMPLAINTS MUST BE MADE WITHIN THE APPLICABLE TIME PERIOD AS SET FORTH IN A.R.S. SECTION 32-1155, SUBSECTION A. R.O.C.'S WEBSITE: www.azroc.gov and phone number is 602-542-1525.

Mediation: The parties agree to mediate any dispute or claim arising out of or relating to this Agreement or any alleged breach of this Agreement or for services or materials provided in relation to this Agreement before resorting to arbitration or litigation. Prior to arbitration or litigation being filed the parties shall mutually agree on a mediator within five (5) days of the dispute arising. If they cannot agree on a mediator, the then presiding superior court judge of County in which the project is located shall choose a mediator. All the mediator's costs and charges will be paid equally by the parties.

Arbitration: All claims, disputes, and matters arising out of or relating to this Agreement or breach thereof not resolved by mediation shall be decided by arbitration in accordance with the Uniform Arbitration Act, Arizona Revised Statutes §§ 12-1501, et seq. then in effect, unless the parties mutually agree otherwise at the time. The location of the arbitration will be in the county where the project is located and governed by the laws of the State of Arizona. Any decision of an arbitrator in such arbitration shall be final and binding. The prevailing party shall be entitled to recover its reasonable attorney fees, costs and expenses incurred.



BID OPENING FORM

BID TITLE: **Replacement Wall at 229 Tombstone Canyon, Bisbee**

BIDS OPENED AT Time: 3:00 p.m.
 Date: May 2, 2022
 Place: Bisbee City Hall

BID OPENING ATTENDEES:

Ashlee Coronado- City Clerk
Matt Gurney- Public Works Director

NUMBER OF BIDS RECEIVED: 3

BIDDER INFORMATION:

1. KE&G Construction	\$83,000.00
1601 Paseo San Luis	
Sierra Vista, AZ 85635	
2. Marsh Development	\$168,215.00
450 N. Huachuca Blvd.	
Huachuca City, AZ 85616	
3. Lithik Construction	\$54,300.00
P.O. Box 409	
Bisbee, AZ 85603	

Ashlee Coronado
City Clerk

Matt Gurney
Public Works Director



LMBI, Inc DBA Landmark Metal Builders
5077 E. Buffalo Soldier Trail
Sierra Vista, AZ 85650
520-378-3221
520-803-0639

PROPOSAL QUOTE

Quote # 59-21 Revised

City of Bisbee
76 Erie Street
Bisbee, AZ. 85603

April 6, 2022

METAL RE-ROOF – BISBEE SENIOR CENTER **300 COLLINS RD, BISBEE, AZ 85603**

We will supply and install metal roofing on the above building as follows:

TO INCLUDE:

1. Roof Preparation:

- a. Tear off and disposal of approximately (5,656 SFT) of existing metal roofing to wood decking, inspect substrate. If any wood replacement is necessary, owner to be notified and advised of additional charges anticipated. If any plywood or OSB needs to be replaced we will replace it at \$55.00 per sheet (4'x8'x1/2" plywood or OSB, and includes materials and labor.
- b. Roof jacks to be shop or field painted to match roof color.
- c. Haul off debris.

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3. Paint System:

- a. Metal Sales' 45-year warranted finish in any Colorfast 45 standard color.

4. Trim & Flashings: Eave, rake, sidewall, headwall, gutter, downspouts, coping cap and ridge cap to match in gauge and finish as panels – all custom fabricated at our facility for job specific, quality control purposes.

5. Miscellaneous:

- a. New roof jacks for vents through the roof.
- b. (2) aluminum roof curbs for exhaust fans
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6. Workmanship: Installation is warranted for 5 years for concealed fastener systems.

7. Permit: By Others.

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BASE BID AMOUNT (includes applicable taxes):

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NOTES:

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3. Permit to be applied for by Client.
4. All permit costs to be paid by Client.
5. Owner to provide an adequate site plan and all information required to obtain permit, and to review any deed restrictions or CCR's that may affect the project.
6. If you would like to communicate about your project via e-mail, please give us your e-mail address here: _____
7. From time to time, we will be featuring some of our jobs on our website, _____. We do not furnish any names, just a brief description of the type of the job and the town in which it is located. If you do not want your job featured, please initial here: _____

COLOR SELECTIONS: ROOF & FLASHING: _____ ROOF EDGE TRIM: _____

Gutter & Downspouts: _____

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ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I have read and accept the General Conditions page as part of this agreement.

*Respectfully Submitted,
LANDMARK METAL BUILDERS
Trevor Hanf, Estimator/ Project Manager*

Date of Acceptance _____

By: Trevor Hanf

By _____

Note: This proposal may be subject to revision if not Accepted within 7 days.

TERMS & CONDITIONS TO PROPOSAL AND CONTRACT

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Changes and modifications: Any request for changes in the work in materials, design, or installation, must be requested in writing and submitted to LMBI before commencement of the work. Any request for credit and/or extra charges in the specified work shall be in writing. Any such changes will affect the Contract Price and Completion Date accordingly.

Insurance: LMBI shall have its standard insurance coverages in effect for the project duration.

Cancellations: If any cancellation is made after the execution of this Contract, including cancellation of any orders for special or customized work, LMBI shall be compensated for any work done on the order being canceled including, but not limited to, materials purchased, labor expended and work lost plus interest from the date of the expenditure/loss, all other applicable costs, and lost profit on the cancelled work.

Limitations/Delays: It is understood and agreed that LMBI shall not be held liable for any loss, damage or delays occasioned by fire, strikes, or material stolen after delivery to jobsite, lockouts, acts of God, accidents, material shortages, disrupted labor conditions, delayed delivery of materials from suppliers, force majeure, inclement weather, floods, freight embargoes, war, national emergencies or other causes beyond the reasonable control of LMBI.

General Conditions: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Jobsite security fencing is not included in this quote unless specifically noted.

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Warranty:

1. Any problems or defects with materials provided and installed on the project, if it occurs within LMBI's labor warranty period, will be resolved by LMBI.
2. Problems occurring after expiration of LMBI's labor warranty must be resolved by the client through the manufacturer of the product, if still under their warranty. LMBI to supply information and assistance as available.

Entire Agreement: This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain or vary the terms herein. No representations, understandings, or agreements have been made or relied upon in the making of this Contract other than **those** specifically set forth herein. This Contract can only be modified in writing. LMBI reserves the right to subcontract all or part of the work described herein to an appropriately licensed, insured and qualified contractor. LMBI will insure that all quality standards are met, and warranties are honored and that any subcontractor will assume all rights and responsibilities under the contract between LMBI and client.

Governing Law: This Contract shall be governed by the laws of the State of Arizona. Jurisdiction of any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be in the county in which the project is located.

Please note: PROPERTY OWNER HAS THE RIGHT TO FILE A WRITTEN COMPLAINT WITH THE REGISTRAR OF CONTRACTORS FOR AN ALLEGED VIOLATION OF A.R.S. SECTION 32-1154, SUBSECTION A. COMPLAINTS MUST BE MADE WITHIN THE APPLICABLE TIME PERIOD AS SET FORTH IN A.R.S. SECTION 32-1155, SUBSECTION A. R.O.C.'S WEBSITE: www.azroc.gov and phone number is 602-542-1525.

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Arbitration: All claims, disputes, and matters arising out of or relating to this Agreement or breach thereof not resolved by mediation shall be decided by arbitration in accordance with the Uniform Arbitration Act, Arizona Revised Statutes §§ 12-1501, et seq. then in effect, unless the parties mutually agree otherwise at the time. The location of the arbitration will be in the county where the project is located and governed by the laws of the State of Arizona. Any decision of an arbitrator in such arbitration shall be final and binding. The prevailing party shall be entitled to recover its reasonable attorney fees, costs and expenses incurred.