

**TOWN OF PINETOP-LAKESIDE**

**RESOLUTION NO. 24-1761**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, ACCEPTING THE BID AND AWARDING MOUNTAIN MEADOW RECREATION COMPLEX ADA RAMP AND CURBING PROJECT NO. PR 23-002 CONTRACT TO OLNEY CONSTRUCTION; AND AUTHORIZE THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THIS TRANSACTION.**

**WHEREAS**, the Town of Pinetop-Lakeside (Town) Town Council approved Resolution No. 20-1556 authorizing the submission of a grant to Arizona State Parks and Trails (ASPT) for the Mountain Meadow Recreational Complex ADA Ramp and Curbing Project; and

**WHEREAS**, the Town of Pinetop-Lakeside Public Works Director presented to Town Council on July 2, 2020, an application submission to the Arizona State Parks and Trails Non-Motorized Grant Program for consideration to complete the Mountain Meadow Recreation Complex ADA Trail; and

**WHEREAS**, the Town was awarded an Arizona State Parks and Trails Non-Motorized Grant for the Mountain Meadow Recreation Complex ADA Trail in the amount of \$200,000.00; and

**WHEREAS**, Town staff advertised an Invitation to Bid for the MMRC ADA Ramp and Curbing Project No. PR 23-002 and received one response which was from Olney Construction in the amount of \$126,896.36; and

**WHEREAS**, Town Council approved the FY24-25 Budget which included Development Impact Fee Income for Parks in the amount of \$38,000.00; and

**WHEREAS**, Arizona State Parks and Trails will reimburse the Town in the amount of \$104,000.00 for the ADA Concrete Ramp and Curbing and the remaining \$22,896.36 will be paid by the Town utilizing the Development Impact Fee Income for Parks; and

**WHEREAS**, Town staff deems it prudent and cost-effective to accept the Bid and award the Mountain Meadow Recreation Complex ADA Ramp and Curbing Contract to Olney Construction; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, accept the Bid and award the Mountain Meadow Recreation Complex ADA Ramp and Curbing Project No. PR 23-002 Contract to Olney Construction (Exhibit A), in an amount not to exceed \$126,896.36; and hereby affirms and confirms that:

1. Accepting the Bid and awarding the MMRC ADA Ramp and Curbing Project No. PR 23-002, to Olney Construction. It is necessary to complete the FY24-25 Mountain Meadow Recreation Complex ADA Trail "Project" as it will provide suitable ADA accessible

pathways for pedestrians to safely traverse the perimeter of Mountain Meadow Recreation Complex and access various fields and events; and

2. The governing body of the Town designates the Town Manager to execute and deliver, and to witness or attest, respectively, any related agreements, instruments and documents necessary to the consummation of the transactions necessary to complete the FY24-25 Mountain Meadow Recreation ADA Trail.

**PASSED AND ADOPTED** by a majority vote of the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona in an open meeting on this 21<sup>st</sup> day of November 2024.



ATTEST:

Kristi Salskov  
Kristi Salskov, CMC  
Town Clerk

TOWN OF PINETOP-LAKESIDE

Stephanie Irwin  
Stephanie Irwin, Mayor

APPROVED AS TO FORM:

William J. Sims  
William J. Sims, III  
Town Attorney

**EXHIBIT A**

**MMRC BID AND CONTRACT DOCUMENTS**

**ARTICLE 2 – BID PROPOSAL**

---

The following Sections prescribe the proper form for bid proposal:

**2.0 BID PROPOSAL**

**PROJECT No.:** PR 23-002

**PROJECT NAME:** Mountain Meadow Recreation Complex ADA Ramp & Curbing

The undersigned, as Bidder, declares that we have received and examined the bid documents entitled "**Mountain Meadow Recreation Complex ADA Ramp & Curbing Project No. PR 23-002**" 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. PR 23-002

Dated this 8<sup>th</sup> day of November, 2024.

Respectfully Submitted By: Greg Olney Title: Owner

Name of Firm: Olney Construction

Address: 18 S. 1000 St E Taylor AZ 85939

Phone: 928-242-2395 Fax: — Email: Olneyconstructionaz@gmail.com

Arizona Contractor's License No. RAC 331319 Type KB-1

Seal - If bid by a Corporation:

**ARTICLE 3 – BID SCHEDULE**

**3.0 BID SCHEDULE**

CONTRACT FOR: **Mountain Meadow Recreation Complex ADA Ramp & Curbing Project No. PR 23-002**

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.

Project No. PR 23-002 Mountain Meadow Recreation Complex ADA Ramp & Curbing				
Bid Item	Quantity	Unit	Description	Total Cost
210	216	LF	6" Vertical Curb & Gutter (Type A)	\$ 12,926.90
213	2	EA	Curb Termination	\$ 1,148.45
	88	LF	Single Curb Mag Detail 222 (Type A)	\$ 5,503.35
	2	LS	ADA Ramps Basketball Courts – Detail 3 on Sheet 3 of Construction Plans	\$ 12,985.65
	4	LS	ADA Ramps Front Crossing – Detail 4 on Sheet 4 of Construction Plans	\$ 18,893.57
	4	LS	ADA Ramps Intersection to North Parking – Detail 5 on Sheet 5 of Construction Plans	\$ 24,322.14
600	2	LS	Provide and Install Regulatory Sign R1-1 (STOP)	\$ 1,981.90
601	4	LS	Provide and Install Vehicular Warning Sign W11-15 Diagonal Downward Pointing Arrow W16-7P	\$ 4,002.78
	1	LS	Install Single Type E Catch Basin – MAG Standard Detail 534 – v=3.35	\$ 3,898.05

Total Base Bid: \$ 85,662.79

**ADD ALTERNATE BID**

Bid Item	Quantity	Unit	Description	Total Cost
210	704	LF	6" Vertical Curb & Gutter (Type A)	\$ 41,233.57

Total Add Alternate Bid: \$ 41,233.57

TOTAL BID PRICE (Total Base Bid + Total Add Alternate Bid): \$ 126,896.36

Total Bid Amount:

One hundred twenty six thousand eight hundred ninety six and 36/100 (In Words), \$ 126,896.36

Calendar Days Vendor requires to Complete Total Project: 90 Calendar days or less after Notice to Proceed.

This Proposal is submitted by Olney Construction, 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. 331319 Pinetop-Lakeside Business License No. 1632779. (Town License not required at time of Bid but must be obtained prior to issuance of Notice to Proceed.)

Respectfully submitted,

Olney Construction  
Company-Name

[Signature]  
Signature of Authorized Person

18 S. 1600 St E  
Address

Greg Olney  
Printed Name

Taylor AZ 85939  
City State Zip

Owner  
Title

928-242-2395  
Telephone

928-242-2395  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Fax

Olneyconstructionaz@gmail.com  
Email

Olneyconstructionaz@gmail.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 Olney Construction LLC (hereinafter "Principal"), as Principal, and The Ohio Casually Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of MA, with its principal offices in the City of Boston, 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 \$ 10% of bid to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of **Project No. PR 23-002** known as the **Mountain Meadow Recreation Complex ADA Ramp & Curbing No PR 23-002**.

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 1st day of November, 2024.

PRINCIPAL SEAL

By: [Signature]  
Attorney-in-Fact Jim Coe

Its: Good News Insurance  
Agency of Record AND FINANCIAL SERVICES INC.

The Ohio Casually Insurance Company  
SURETY SEAL

By: [Signature]

2708 E Route 66, Flagstaff, AZ 86004  
Agency Address



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Olney Construction LLC
Agency Name: Good News Insurance and Financial Services, Inc. Bond Number: BID-0026851
Obligee: Town of Pinetop-Lakeside
Bid Bond Amount: ( 10% of Bid Amount ) Ten Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Jim Coe in the city and state of Flagstaff, AZ, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 1st day of November, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**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: Carey Olney  Corporation  Partnership  
ADDRESS: 18 S 1600 ST E  Individual  Joint Venture  
Taylor AZ 85939  Other  
PRINCIPAL OFFICE: \_\_\_\_\_

(NOTE: Attach separate sheets as required)

How many years has your organization been in business as a Contractor? 4 years  
How many years has your organization been in business under its present business name? 4 years

If a Corporation, answer the following:  
Date of Incorporation: November 13, 2020  
Fed. Tax I.D. #: 85-2346361  
State of Incorporation: Arizona  
President: Carey Olney  
Vice President(s): \_\_\_\_\_

Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

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: \_\_\_\_\_

Project No. PR 23-002

What percent of the work do you normally perform with your own forces? 100% 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

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

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
Corey Olney	40	Owner, 4 yrs.		

Project No. PR 23-002

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:

Chase Bank SHOWLOW AZ

Trade References:

Daniel Rawlings  
Aaron Horne

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

Capacity \$500,000.00  
Liberty Mutual

Good News Insurance  
Jim Coe  
2708 E Route 66  
Flagstaff, AZ 86004  
928-527-7506

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



5.1 AFFIDAVIT OF NON-COLLUSION.

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

STATE OF )  
) ss  
COUNTY OF )

Grey Olney  
(NAME OF INDIVIDUAL)

BEING DULY SWORN, DEPOSES AND SAYS:

THAT HE/SHE IS owner  
(TITLE)

OF Olney Construction  
(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

\_\_\_\_\_  
(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 Grey Olney

TITLE Owner

NAME OF BUSINESS Olney Construction

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8<sup>th</sup> DAY OF November, 2024.

MY COMMISSION EXPIRES: 9-30-26

NOTARY PUBLIC: Stacy MacArthur



**ARTICLE 6 – CONTRACT**

**PROJECT NO. PR 23-002**

**6.0 CONTRACT**

THIS CONTRACT is made this 21st day of November, 2024 by and between the Town of Pinetop-Lakeside (hereinafter the “Town”), and Olney Construction (hereinafter the “Contractor”).

**WITNESSETH THAT**

WHEREAS, the Town has developed conceptual plans for and desires to have constructed the **Mountain Meadow Recreation Complex ADA Ramp & Curbing Project No. PR 23-002**; and

WHEREAS, Contractor represents that it possesses the experience, competence, equipment, and financing to properly perform such work, and has formally proposed to do so, and to furnish all necessary labor, materials, and equipment and services therefore in accordance with said plans, and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is hereby agreed as follows:

1. The Contractor will commence and complete in its entirety the construction of various streets in the **Mountain Meadow Recreation Complex ADA Ramp & Curbing Project No. PR 23-002** area.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice To Proceed and will complete the same as follows:

All work shall be completed within 90 calendar days or less after Notice to Proceed.

The period for completion may be extended by a properly executed Change Order approved by the Town.

4. Liquidated Damages: Town and Contractor recognize that time is of the essence of this Contract and that Town will suffer financial loss if the project is not completed within the time specified in paragraph 3 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by Town if a complete acceptable project is not delivered on time.

Accordingly, and instead of requiring proof of such losses or damages, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay to the Town sum \$500.00 as defined in Article 1.15 per calendar day that expires after the time specified in paragraph 3 above for delivery of acceptable bid items, plus any costs incurred by the Project Manager as provided in Article 7.61 of the General Conditions.

5. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$126,896.36 as shown in the bid schedule.

6. The term "Contract Documents" means and includes the following, which documents shall be interpreted pursuant to Article 7.80.
  - Invitation to Bid / Bid Documents
  - Bid Proposal
  - Bid Schedule
  - Bid Bond
  - Bidder's Statement of Qualifications
    - Non-Collusion Affidavit
  - Contract
    - Performance Bond
    - Payment Bond
  - Notices
    - Notice of Award
    - Notice to Proceed
    - Certificate of Completion
  - General Conditions
  - Special Provisions
  - Technical Specifications
7. The Town will pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assignees.

