



SOLICITATION AMENDMENT

Solicitation No: P14-0035
 Description: Construction Services for 91st Ave;
 Butler Dr to Mountain View Rd
 Amendment No: Two (2)
 Solicitation Due Date: December 17, 2013
 Solicitation Due Time: 2:00 p.m.

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Lisa Houg, CPPB

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

1. Attached is Addendum 2 with Special Condition Modifications.
2. Revise the Plans as follows:
 - a. Storm Drain Plan and Profile Sheet, Dwg No D13, Construction Note 41, Vertical Water Line Relocation MAG Std Det 370 & Detail A, Dwg W5

REVISE note description to Vertical Water Line Relocation MAG Std Det 370

3. Attached is the revised Bid Schedule, dated 12/12/13, with the following modifications:

BID SCHEDULE A

- a. Revise the Quantity on Line 72, Item 370.040, Street Light Conduit (2 1/2") (Joint Trench per Detail on IC2 and SL2), from 883 to **979 LF**.
- b. Add **Line 92A, Item 431.040, Landscape & Irrigation Restoration for Street Light Conduit Installation, Quantity 1 Lump Sum**

BID SCHEDULE B

- c. Add **Line 158A, Item 610.070 Waterline Relocation (MAG Std Det 370), Quantity 2 EA**
- d. Revise Item Description on Line 158, Item 505.340 to be Catch Basin (**CB#29, Dwg D21**)

BID SCHEDULE C

- e. Revise the Quantity on Line 183, Item 370.040, Street Light Conduit (2 1/2") (Joint Trench per Detail on IC2 and SL2), from 1,691 to **1,595 LF**.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature Date

Typed Name and Title

Company Name

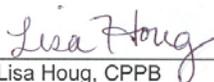
Address

City State Zip

The above referenced Solicitation Amendment is hereby Executed

December 12, 2013

at Peoria, Arizona



 Lisa Houg, CPPB
 Contract Officer



SOLICITATION AMENDMENT

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BID ALTERNATE 1

f. Add **Line 248A, Item 380.350, Battery Backup System, Quantity 1 EA**

4. **Bidder's Question:** Storm Drain Plan & Profile Sheets 60 – 65 indicate trench repair for mainline & lateral construction. Are the SY quantities for pavement replacement based upon minimum or maximum trench widths per MAG 601-1 table?

City Response: Maximum Trench Widths per MAG 601-1.

5. **Bidder's Question:** Waterline and Sewerline Plan & Profile sheets 81 - 95 indicate trench repair for mainline & lateral construction. Are the SY quantities for pavement replacement based upon minimum or maximum trench widths per MAG 601-1 table?

City Response: Minimum Trench Widths per MAG 601-1.

6. **Bidder's Question:** My question is in regard to payment for Pavement Replacement (336 series items). In looking at the Pavement Sections and Details on Sheet 10 of 149 it appears that in Pavement Section No 9 the AC will be paid by the ton per Pavement Section No 5 pay limits. Similarly in Pavement Section No 8 The 2" ARAC Surface Course will pay by the ton but the 3" AC Base Course is to be included in the appropriate trench pavement replacement items. Interpretation of these details can have a substantial impact on our bid pricing. Please confirm that my interpretation is correct or provide direction as to how to proceed with bidding these items.

City Response: The Bidder's interpretation of Pavement Section No's 8 & 9 and associated pay items is correct.

ADDENDUM 2

FOR



CITY OF PEORIA

91ST AVENUE IMPROVEMENTS BUTLER DRIVE TO MOUNTAIN VIEW ROAD TRAFFIC SIGNAL ITEMS

Project No. EN00177
Solicitation Number P14-0035

PEORIA, ARIZONA

DECEMBER 12, 2013



10605 North Hayden Road
Suite 140
Scottsdale, Arizona 85260
(480) 659-4250



Expires 12-31-13

Special Conditions Modifications

1. **REVISE** the following in Section IV, Meter Pedestal, Description as follows:

The Contractor shall furnish, install, and test a new Meter Pedestal and foundation in the northeast corner of Butler Drive and 91st Avenue, in accordance with ADOT Standard Drawings and Specifications, the plans, and these special provisions.

2. **REVISE** the following in Section IV, Meter Pedestal, Materials as follows:

The Contractor is responsible for providing and installing a Myers MEUG 16-TS meter pedestal.

The cabinet foundation shall be constructed in accordance with ADOT Standard Drawing T.S. 2-6.

3. **ADD** the following in Section IV:

BATTERY BACKUP SYSTEM

Description:

The Contractor shall furnish, install, and test a new battery backup system, and foundation in the northeast corner of Butler Drive and 91st Avenue, in accordance with ADOT Standard Drawings and Specifications, the plans, and these special provisions.

Materials:

The Contractor is responsible for providing and installing a Tesco model 1400XL battery backup system. The cabinet shall be natural aluminum or stainless steel finish.

The cabinet foundation shall be constructed in accordance with the manufacturer's requirements.

Construction Requirements:

The construction shall be in accordance with ADOT and City of Peoria requirements.

Method of Measurement:

Each new Battery Backup System will be measured as a unit each, furnished and installed; that includes but is not limited to, foundation, cabinet, tools, labor, and incidentals necessary to complete the work.

Basis of Payment:

The accepted quantity of Battery Backup System, measured as provided, will be paid for at the contract unit price, as designated on the schedule of bid items, complete in place.

END ADDENDUM 2

Bid Summary

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Bidder's Name: _____

Base Bid

Total Base Bid - Bid Schedule A (Line 132)	\$
Total Base Bid - Bid Schedule B (Line 174)	\$
Total Base Bid - Bid Schedule C (Line 187)	\$
Total Base Bid - Bid Schedule D (Line 214)	\$
Total Base Bid (Bid Schedules A - D)	\$

Total Base Bid Written in Words:

Bid Alternates

Total Bid Alternate 1 (Line 254)	\$
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Total Bid Alternate 1 Written in Words:

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	100.010	Storm Water Pollution Prevention Plan	1	LS		
2	105.010	Construction Staking & As-Built Surveying	1	LS		
3	105.020	Quality Control & Material Testing	1	LS		
4	109.010	Mobilization	1	LS		
5	205.010	Roadway Overexcavation	1	Allow	\$60,000.00	
6	301.010	Subgrade Preparation	16,001	SY		
7	310.010	Aggregate Base Course	5,278	CY		
8	310.020	Hand-Placed Riprap (D50=6", 12" Thick) w/ Filter Fabric	1	CY		
9	317.010	Mill 2" Asphaltic Concrete Pavement	4,542	SY		
10	317.010	Mill 2" to 4" Asphaltic Concrete Pavement	755	SY		
11	321.010	Asphaltic Rubber Asphaltic Concrete Surface Course (147 LB./C.F.)	2,891	TON		
12	321.020	Asphaltic Concrete Base Course (C-3/4" 5% W/C) (147 LB./C.F.)	3,347	TON		
13	324.010	9" Portland Cement Concrete Pavement	204	SY		
14	331.020	Microseal (Type II)	21,065	SY		
15	336.010	Sawcut Asphaltic Concrete Pavement	6,230	LF		
16	336.050	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 1)	12	SY		
17	337.010	Crack Sealing	1	Allow	\$10,000.00	
18	340.010	Concrete Single Curb (MAG Std Det 222, Type A)	6,722	LF		
19	340.020	Concrete Vertical Curb & Gutter (MAG Std Det 220-1, Type A)	3,899	LF		
20	340.030	Concrete Mountable Curb (MAG Std Det 220-2, Type E)	706	LF		
21	340.040	Mountable Single Curb w/ Reinforced Concrete Slab (Det C, Dwg P32)	2,049	SF		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
22	340.050	Concrete Header Curb (Det G, Dwg P33)	301	LF		
23	340.060	Concrete Valley Gutter (MAG Std Det 240)	2,522	SF		
24	340.070	4" Concrete Sidewalk (MAG Std Det 230)	18,349	SF		
25	340.080	9" Concrete Sidewalk (MAG Std Det 230)	4,956	SF		
26	340.090	Concrete Dual Curb Ramp (COP Std Det PE-241-1, PE-241-2 & PE-241-3)	564	SF		
27	340.100	Concrete Single Curb Ramp (COP Std Det PE-241-1, PE-241-5B)	585	SF		
28	340.110	Concrete Receiving Ramp (Det B, Dwg P32)	48	SF		
29	340.120	Concrete Curb Ramp (Det I, Dwg P34)	108	SF		
30	340.130	Concrete Driveway (COP Std Det PE-251-1)	4,214	SF		
31	340.140	Decorative Concrete Pavers, 2 3/8" Thickness (Det A, Dwg P32)	3,282	SF		
32	340.150	Decorative Concrete Pavers, 3 1/8" Thickness (Det C, Dwg P32)	531	SF		
33	340.160	Concrete Median Nose Transition (MAG Std Det 223)	278	SF		
34	340.170	Detectable Warning Strip Retrofit (Det E, Dwg P32)	176	SF		
35	340.180	Detectable Warning Strip (COP Std Det PE-241-1)	10	SF		
36	345.010	Adjust Water Valve, Frame & Cover (COP Std Det PE-270)	3	EA		
37	345.020	Adjust Sewer Manhole, Frame & Cover (COP Std Det PE-271)	11	EA		
38	345.030	Adjust Sewer Cleanout (MAG Std Det 270 & 440-3)	1	EA		
39	345.210	Remove & Salvage Streetlight Pole	28	EA		
40	350.010	Remove Asphaltic Concrete Pavement	10,129	SY		
41	350.020	Remove Asphaltic Concrete Pavement & Aggregate Base Course in Median	2,935	SY		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
42	350.030	Remove Asphaltic Concrete Pavement & Aggregate Base Course to 5" Below Existing Ground	7,104	SY		
43	350.040	Remove Concrete Curb & Gutter	835	LF		
44	350.050	Remove Concrete Sidewalk, Driveways, Ramps & Slabs	8,842	SF		
45	350.060	Remove & Salvage Fire Hydrant	3	EA		
46	350.070	Remove Sanitary Sewer Pipe	45	LF		
47	350.100	Abandon Gate Valve, Remove Box & Cover	1	EA		
48	350.110	Remove Tree (Diameter >12")	2	EA		
49	350.120	Remove Pipe Culvert	33	LF		
50	350.130	Remove Irrigation Pipe & Plug at Exst Junction Structure	88	LF		
51	350.140	Remove Concrete Headwall	1	EA		
52	350.150	Remove & Replace Concrete Vertical Curb & Gutter (MAG Std Det 220-1, Type A)	20	LF		
53	350.160	Remove & Replace Concrete Sidewalk (MAG Std Det 230)	100	SF		
54	350.170	Remove & Replace Decorate Concrete	30	SF		
55	350.180	Remove & Replace Concrete Driveway (COP Std Det PE-251-1)	190	SF		
56	350.210	Cut & Plug Water Main (Det A, Dwg W21)	1	EA		
57	350.230	Remove 6" Water Main	2	LF		
58A	360.010	Joint Trench (Det F, Dwg P33)	237	LF		
58B	360.011	Joint Trench, 14' Depth at 60" Storm Drain (Det F, Dwg P33)	88	LF		
59	360.020	Electrical Conduit for Signal (2") (PVC)	25	LF		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
60	360.030	Electrical Conduit (4-1 1/4", Peoria Detail PE-033) (PVC or HDPE)	3,055	LF		
61	360.040	Electrical Conduit (4-1 1/4") (Horizontal Drill) (HDPE)	1,005	LF		
62	360.050	Electrical Conduit for Signal (2-4") (Horizontal Drill)	720	LF		
63	360.060	96 Strand Fiber Optic Cable (Single Mode)	5,350	LF		
64	360.070	Fiber Optic Splice Closure	1	EA		
65	360.080	Pull Box (NO. 7 ADOT TS 1-4)	6	EA		
66	360.090	Pull Box (NO. 7) (with Extension)	2	EA		
67	360.100	Pull Box (Communication Vault, Peoria Detail PE-036)	1	EA		
68	360.110	Pull Box (Communication Pull Box, Peoria Detail PE-034)	7	EA		
69	370.010	Street Light J Boxes (SRP Requirements)	44	EA		
70	370.020	Street Light J Boxes (APS Furnished)	14	EA		
71	370.030	Street Light Conduit (2 1/2") (Trench)	4,036	LF		
72	370.040	Street Light Conduit (2 1/2") (Joint Trench per Detail on IC2 and SL2)	979	LF		
73	370.050	Street Light Conduit (2 1/2") (Horizontal Drill)	350	LF		
74	370.060	Street Light Poles and Foundations (ADOT Type E)	41	EA		
75	370.070	Street Light Poles and Foundations (ADOT Type G)	19	EA		
76	401.010	Traffic Control	1	LS		
77	401.020	Off-Duty Law Enforcement Officer	1	Allow	\$25,000.00	
78	403.010	Remove Traffic Sign Panel & Post	16	EA		
79	403.020	Permanent Traffic Sign Panel	167	SF		
80	403.030	Traffic Sign Post (COP Std Det PE-032)	27	EA		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
81	403.040	Relocate Traffic Sign Panel	22	EA		
82	405.010	Remove Survey Monument	7	EA		
83	405.020	Survey Monument w/ Frame, Cover & Concrete Collar (MAG Std Det 120-1, Type A)	2	EA		
84	405.030	Survey Monument (MAG Std Det 120-1, Type B)	5	EA		
85	430.010	Tree (36" Box)	20	EA		
86	430.020	Tree (24" Box)	71	EA		
87	430.030	Shrub / Accent (5 Gallon)	496	EA		
88	430.040	Ground Cover (1 Gallon)	57	EA		
89	430.050	Landscape Establishment Period	1	LS		
90	431.010	Landscape & Irrigation Restoration At Fry's Frontage	1	LS		
91	431.020	Landscape & Irrigation Restoration At ADA Ramp / Storm Drain Improvements	1	LS		
92	431.030	DG Restoration at Water Main Improvements	1	LS		
92A	431.040	Landscape & Irrigation Restoration for Street Light Conduit Installation	1	LS		
93	440.010	Relocate Irrigation Control Valve & Piping	2	EA		
94	440.010	Irrigation System Complete	1	LS		
95	440.020	Relocate Water Meter, Box & Cover (COP Std Det PE-363)	1	EA		
96	450.010	Pavement Marking, White, 4" Equivalent	26,033	LF		
97	450.020	0.090" Alkyd Thermoplastic Pavement Marking, White, 4" Equivalent	1,587	LF		
98	450.030	Pavement Marking, Yellow, 4" Equivalent	4,237	LF		
99	450.040	Raised Pavement Marker, 2-Way Blue Reflective	4	EA		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
100	450.050	Pavement Arrow Marking	24	EA		
101	450.060	Bike Lane Marking	20	EA		
102	460.010	Obliterate Pavement Marking	1	LS		
103	460.010	Small Boulder 'A' (2' W X 1.5' H X 1.5' L)	30	EA		
104	460.020	Medium Boulder 'B' (3' W X 2' H X 2.5' L)	41	EA		
105	460.030	Large Boulder 'C' (3.5' W X 2.5' H X 3' L)	11	EA		
106	610.010	Fire Hydrant Assembly (COP Std Det PE-360-2 & PE-361)	11	EA		
107	610.030	8" Class 350 Ductile Iron Water Pipe & Fittings (Restrained)	221	LF		
108	610.040	6" Class 350 Ductile Iron Water Pipe & Fittings (Restrained)	165	LF		
109	610.050	2" Curb Stop w/ Flushing Pipe (MAG Std Det 390, Type A)	3	EA		
110	610.060	Concrete Encasement (MAG Std Det 404-3)	44	LF		
111	615.010	8" PVC SDR 26 Sanitary Sewer Pipe	91	LF		
112	615.020	8" PVC Sanitary Sewer Plug (Det F, Dwg S4)	2	EA		
113	615.030	Bypass Pumping & Piping	1	LS		
114	615.040	Sanitary Sewer Stub Marker (Det F, Dwg S4)	2	EA		
115	625.040	5' Sanitary Sewer Manhole w/ 30" Frame & Cover (Det A, Dwg S3; Det C, Dwg S4)	3	EA		
116	625.050	Modify Existing Sanitary Sewer Manhole Base (Det B, Dwg S3)	1	EA		
117	626.010	Coat Sanitary Sewer Manhole (Det A, Dwg S3; Det C, Dwg S4)	3	EA		
118	627.010	Rehabilitation of Existing Sanitary Sewer Manhole (Det D, Dwg S4)	4	EA		
119	630.020	8" Gate Valve, Box & Cover (COP Std Det PE-270)	3	EA		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
120	630.030	6" Gate Valve, Box & Cover (COP Std Det PE-270)	8	EA		
121	630.050	1" Air-Vacuum Release Valve (COP Std Det PE-395)	1	EA		
122	630.060	8"x6" Tapping Sleeve w/ Box & Cover (MAG Std Det 340 & COP Std Det PE-270)	1	EA		
123	631.010	1.5" Type K Rigid Copper Water Service (COP Std Det PE-363)	15	LF		
124	631.020	1" Type K Soft Copper Water Service (COP Std Det PE-363)	34	LF		
125	631.040	Water Meter Box, No 3 (COP Std Det PE-363)	1	EA		
126	631.050	Water Meter Box, No 2 (COP Std Det PE-363)	3	EA		
127	702.010	Decomposed Granite (3/4" Screened)	58,844	SF		
128	795.010	Aesthetic Median Berming Per Plan	1	LS		
129	Bid Schedule A Subtotal				\$	
130	Tax Rate <u>5.265%</u> *				\$	
131	Tax Exemption (Deduct) **				\$	
132	Bid Schedule A Lump Sum Total				\$	

Bid Schedule A Lump Sum Total Written in Words:

* As per Special Terms and Conditions, Section **28**, **Tax Formula**.

** As per Special Terms and Conditions, Section **29**, **Tax Exemption**.

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule B (Drainage & Storm Drain Improvements) (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
133	105.010	Construction Staking & As-Built Surveying	1	L.S.		
134	105.020	Quality Control & Material Testing	1	L.S.		
135	109.010	Mobilization	1	L.S.		
136	336.020	Pavement Replacement (MAG Std Det 200-1, Type A, PSS 1)	153	SY		
137	336.030	Pavement Replacement (MAG Std Det 200-1, Type A, PSS 8)	1,198	SY		
138	336.050	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 1)	17	SY		
139	336.070	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 8)	307	SY		
140	336.080	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 9)	262	SY		
141	350.040	Remove Concrete Curb & Gutter	402	LF		
142	350.050	Remove Concrete Sidewalk, Driveways, Ramps & Slabs	1,230	SF		
143	350.260	Remove Storm Drain Manhole	2	EA		
144	350.270	Remove Pipe Plug	1	EA		
145	401.010	Traffic Control	1	L.S.		
146	505.110	Catch Basin, Type M, Wing Length = 3' (Phx Std Det P1569-1)	1	EA		
147	505.120	Catch Basin, Type M, Wing Length = 3' (Phx Std Det P1569-2)	1	EA		
148	505.130	Catch Basin, Type M, Wing Length = 6' (Phx Std Det P1569-2)	3	EA		
149	505.140	Catch Basin, Type M, Wing Length = 10' (Phx Std Det P1569-1)	1	EA		
150	505.150	Catch Basin, Type M, Wing Length = 10' (Phx Std Det P1569-2)	1	EA		
151	505.160	Catch Basin, Type M, Wing Length = 17' (Phx Std Det P1569-1)	5	EA		
152	505.170	Catch Basin, Type M, Wing Length = 17' (Phx Std Det P1569-2)	1	EA		
153	505.210	Catch Basin, Type N, 2 Grates, with Vertical Curb (Phx Std Det P1570)	3	EA		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule B (Drainage & Storm Drain Improvements) (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
154	505.220	Catch Basin, Type N, 4 Grates, with Vertical Curb (Phx Std Det P1570)	1	EA		
155	505.230	Catch Basin, Type N, 6 Grates, with Vertical Curb (Phx Std Det P1570)	7	EA		
156	505.320	Catch Basin, Type Q, 4 Grates (Phx Std Det P1572)	1	EA		
157	505.330	Catch Basin, Type Q, 6 Grates (Phx Std Det P1572)	2	EA		
158	505.340	Catch Basin (CB #29, Dwg D21)	1	EA		
158A	610.070	Waterline Relocation (MAG Std Det 370)	2	EA		
159	618.010	15" Class IV RGRCP Storm Drain Pipe	938	LF		
160	618.030	24" Class III RGRCP Storm Drain Pipe	1,200	LF		
161	618.030	24" Class IV RGRCP Storm Drain Pipe	104	LF		
162	618.040	30" Class III RGRCP Storm Drain Pipe	597	LF		
163	618.060	60" Class III RGRCP Storm Drain Pipe	1,227	LF		
164	618.060	60" Class IV RGRCP Storm Drain Pipe	848	LF		
165	618.070	30"x19" Elliptical Class IV RGRCP Storm Drain Pipe	160	LF		
166	618.080	Pipe Plug (MAG Std Det 427)	1	EA		
167	618.090	Concrete Pipe Collar (MAG Std Det 505)	2	EA		
168	625.010	Storm Drain Manhole (MAG Std Det 424-2, 520 & 522)	9	EA		
169	625.020	Storm Drain Manhole (MAG Std Det 424-2, 521 & 522)	11	EA		
170	625.030	Storm Drain Manhole (MAG Std Det 424-2, P1560, & 522)	1	EA		
171	Bid Schedule B Subtotal				\$	
172	Tax Rate <u>5.265%</u> *				\$	

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule B (Drainage & Storm Drain Improvements) (Revised, 12/12/13)

173	Tax Exemption (Deduct) **	\$	
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174	Bid Schedule B Lump Sum Total	\$	
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Bid Schedule B Lump Sum Total Written in Words:

* As per Special Terms and Conditions, Section 28, **Tax Formula**.

** As per Special Terms and Conditions, Section 29, **Tax Exemption**.

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule C (Barbara Avenue NB RTL, Crosspointe Frontage Street Lighting) (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
175	301.010	Subgrade Preparation	164	SY		
176	310.010	Aggregate Base Course	55	CY		
177	321.010	Asphaltic Rubber Asphaltic Concrete Surface Course (147 LB./C.F.)	18	TON		
178	321.020	Asphaltic Concrete Base Course (C-3/4" 5% W/C) (147 LB./C.F.)	23	TON		
179	340.010	Concrete Driveway (COP Std Det PE-251-2)	1,608	SF		
180	350.010	Remove Asphaltic Concrete Pavement	315	SY		
181	370.010	Street Light J Boxes (SRP Requirements)	12	EA		
182	370.030	Street Light Conduit (2 1/2") (Trench)	64	LF		
183	370.040	Street Light Conduit (2 1/2") (Joint Trench per Detail on IC2 and SL2)	1,595	LF		
184	370.070	Street Light Poles and Foundations (ADOT Type G)	10	EA		
185	Bid Schedule C Subtotal				\$	
186	Tax Rate <u>5.265%</u> *				\$	
187	Bid Schedule C Lump Sum Total				\$	

Bid Schedule C Lump Sum Total Written in Words:

* As per Special Terms and Conditions, Section **28**, **Tax Formula**.

** As per Special Terms and Conditions, Section **29**, **Tax Exemption**.

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule D (Water Main Replacement) (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
188	336.040	Pavement Replacement (MAG Std Det 200-1, Type A, PSS 9)	722	SY		
189	336.060	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 6)	11	SY		
190	336.070	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 8)	8	SY		
191	336.080	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 9)	204	SY		
192	350.080	Remove 12" ACP Water Main	133	LF		
193	350.090	Cut & Plug Water Main	24	EA		
194	350.100	Abandon Gate Valve, Remove Box & Cover	12	EA		
195	350.150	Remove & Replace Concrete Vertical Curb & Gutter (MAG Std Det 220-1, Type A)	55	LF		
196	350.160	Remove & Replace Concrete Sidewalk (MAG Std Det 230)	275	SF		
197	350.200	Abandon 12" ACP Water Main (Grout Fill Pipeline)	3,828	LF		
198	350.220	Remove 8" Water Main	188	LF		
199	350.230	Remove 6" Water Main	21	LF		
200	350.240	Remove Electrical Conduit	565	LF		
201	350.250	Remove Gate Valve, Box & Cover	6	EA		
202	610.020	12" Class 350 Ductile Iron Water Pipe & Fittings (Restrained)	3,982	LF		
203	610.030	8" Class 350 Ductile Iron Water Pipe & Fittings (Restrained)	311	LF		
204	610.040	6" Class 350 Ductile Iron Water Pipe & Fittings (Restrained)	73	LF		
205	610.060	Concrete Encasement (MAG Std Det 404-3)	42	LF		
206	630.010	12" Gate Valve, Box & Cover (COP Std Det PE-270)	12	EA		
207	630.020	8" Gate Valve, Box & Cover (COP Std Det PE-270)	12	EA		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule D (Water Main Replacement) (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
208	630.030	6" Gate Valve, Box & Cover (COP Std Det PE-270)	2	EA		
209	630.040	2" Air-Vacuum Release Valve (COP Std Det PE-395)	3	EA		
210	728.010	1/2-Sack CLSM (MAG Spec Sec 728)	221	CY		
211	Bid Schedule D Subtotal				\$	_____
212	Tax Rate <u>5.265%</u> *				\$	
213	Tax Exemption (Deduct) **				\$	
214	Bid Schedule D Lump Sum Total				\$	

Bid Schedule D Lump Sum Total Written in Words:

* As per Special Terms and Conditions, Section 28, Tax Formula.

** As per Special Terms and Conditions, Section 29, Tax Exemption.

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Bid Alternate 1 (91st Avenue & Butler Drive Traffic Signals) (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
215	380.010	Electrical Conduit for Signal (2") (PVC)	90	LF		
216	380.020	Electrical Conduit for Signal (2 1/2") (PVC)	200	LF		
217	380.030	Electrical Conduit for Signal (3") (PVC)	140	LF		
218	380.040	Electrical Conduit for Signal (4") (PVC)	30	LF		
219	380.050	Type A Pole Foundation	1	EA		
220	380.060	Type J Pole Foundation	1	EA		
221	380.070	Type Q Pole Foundation	1	EA		
222	380.080	Type R Pole Foundation	1	EA		
223	380.090	Type A Pole	1	EA		
224	380.100	Type J Pole (Modified)	1	EA		
225	380.110	Type Q Pole	1	EA		
226	380.120	Type R Pole	1	EA		
227	380.130	12 Strand Fiber Optic Cable (Single Mode)	110	LF		
228	380.140	Mast Arm (20' Luminaire) (Tapered)	2	EA		
229	380.150	Mast Arm (35' (Tapered)	1	EA		
230	380.160	Mast Arm (45' (Tapered)	1	EA		
231	380.170	Pedestrian Push Button w/Sign	4	EA		
232	380.180	Opticom Pre-emption Equipment	2	EA		
233	380.190	Video Detection System (Aldis)	1	EA		
234	380.200	Traffic Signal Face (Pedestrian Man/Hand w/ Countdown)	4	EA		
235	380.210	Traffic Signal Face (Type F)	10	EA		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Bid Alternate 1 (91st Avenue & Butler Drive Traffic Signals) (Revised, 12/12/13)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
236	380.220	Traffic Signal Face (Type Q)	2	EA		
237	380.230	Traffic Signal Mounting Assembly (Type II)	7	EA		
238	380.240	Traffic Signal Mounting Assembly (Type V)	2	EA		
239	380.250	Traffic Signal Mounting Assembly (Type VII)	1	EA		
240	380.260	Traffic Signal Mounting Assembly (Type XI)	4	EA		
241	380.270	Luminaires (LED)	2	EA		
242	380.280	LED Illuminated Street Name Sign	3	EA		
243	380.290	Electrical Conductors (91st/Butler)	1	LS		
244	380.300	Control Cabinet	1	EA		
245	380.310	Meter Pedestal	1	EA		
246	380.320	Field Hardened Ethernet Switch	1	EA		
247	380.330	Fiber Optic Splice Enclosure	1	EA		
248	380.340	Poli-Mod	1	EA		
248A	380.350	Battery Backup System	1	EA		
249	450.010	Pavement Marking, White, 4" Equivalent	1,056	LF		
250	450.020	0.090" Alkyd Thermoplastic Pavement Marking, White, 4" Equivalent	1,056	LF		
251	Bid Alternate 1 Subtotal				\$	
252	Tax Rate <u>5.265%</u> *				\$	
253	Tax Exemption (Deduct) **				\$	

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Bid Alternate 1 (91st Avenue & Butler Drive Traffic Signals) (Revised, 12/12/13)

254	Bid Alternate 1 Lump Sum Total	\$
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Bid Alternate 1 Lump Sum Total Written in Words:

* As per Special Terms and Conditions, Section 28, **Tax Formula**.

** As per Special Terms and Conditions, Section 29, **Tax Exemption**.



SOLICITATION AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P14-0035
Description: Construction Services for 91st Ave;
Butler Dr to Mountain View Rd
Amendment No: One (1)
Solicitation Due Date: December 17, 2013
Solicitation Due Time: 2:00 p.m.

Buyer: Lisa Houg, CPPB

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

1. All questions regarding interpretation of plans and documents shall be submitted to Lisa Houg, lisa.houg@peoriaaz.gov, no later than 6:00PM on December 12, 2013.
2. Attached is Addendum 1 with additional Plan and Special Conditions Modifications.
3. Attached is the revised Bid Schedule with the following modifications:
 - a. Revise all references to Tax Sections 24 and 25 to **28** and **29**, respectively
 - b. Revise line item description for Tax (Other) to **Tax Exemption (Deduct)**
 - c. Re-issue Schedule A with following changes:
 - Revise Quantity for Line 21, Item 340.040 Mountable Single Curb with Reinforced Concrete Slab, Det C from 531 SF to **2,049 SF**
 - Revise Line 58 to **58A**, 360.010 Joint Trench (Det F, Dwg P33)
 - Revise Quantity for Line 58A, Item 360.010 from 315 LF to **237 LF**
 - Add Line **58B**, Item **360.011**, **Joint Trench, 14' Depth at 60" Storm Drain, quantity 88 LF**
4. **Bidder's Question:** Sheets 84 and 85 at approximately Stations 76+30 and 79+30, the plans call for removal of the existing waterlines. The new waterline is at the same elevation as the existing line. The new line should be at a different elevation, since the existing will not be removed until after the installation of the new line is completed and tested.

City Response: City has confirmed the commercial parcel to the west, Loop 101 Commerce Park, has 3 potable water connections from 91st Avenue water main. The 8" service line at Sta 76+30 can be removed prior to water main construction through City coordinated shut-off phasing of these 3 water connections. Existing invert elevation of 8" service line at Sta 79+30 has been revised to elevation 1109.0 and is no longer in conflict with the proposed water main.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

The above referenced Solicitation Amendment is hereby Executed

December 10, 2013

at Peoria, Arizona

Lisa Houg, CPPB
Contract Officer

ADDENDUM 1

FOR



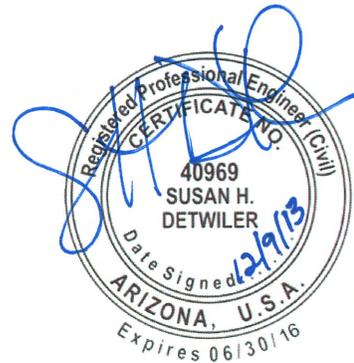
CITY OF PEORIA

91ST AVENUE IMPROVEMENTS BUTLER DRIVE TO MOUNTAIN VIEW ROAD

Project No. EN00177
Solicitation Number P14-0035

PEORIA, ARIZONA

DECEMBER 9, 2013



Dibble
Engineering

7500 North Dreamy Draw Drive
Suite 200
Phoenix, Arizona 85020
phone 602.957.1155
fax 602.957.2838
www.dibblecorp.com

Plan Modifications

1. Roadway Plan Sheet, Dwg No P8, Construction Note 33, Mountable Single Curb with Reinforced Concrete Slab Det C, P32

REVISE quantity from 190 SF to **1,708 SF**

2. Roadway Details, Dwg No P32, Detail C, Concrete Slab Schedule

REVISE area for Sta 28+50 to Sta 29+60 from 230 SF to **341 SF**
REVISE area for Sta 32+68 to Sta 33+90 from 1,586 SF to **1,708 SF**

3. Roadway Details, Dwg No P33, Detail F, Joint Trench Schedule

REVISE Sta 60+80 to Sta 62+50. **REVISE** minimum cover for Sta 62+50 to specify elevation 1098.50 at the 60-in storm drain crossing with a 3' minimum cover elsewhere. Full compensation for this work will be made in the new bid item 58B, 360.011, Joint Trench, 14' Depth at 60" Storm Drain Crossing (Detail F, Dwg P33).

4. Water Plan and Profile Sheet, Dwg No W11

REVISE Sta 79+33 Existing Water Invert Elevation from 1108.0 to **1109.0**.

Special Conditions Modifications

1. **REVISE** the second paragraph in Section I, General Requirements, Sequence of Work as follows:

The Contractor shall schedule the right turn lane and driveway construction for the Fry's Shopping Center located between Sta 45+00 and Sta 48+60 at the end of the overall project. **These driveways** shall remain open to the public until driveway construction begins. Driveway construction durations and scheduling shall be in accordance with Section 401.5 of these Special Provisions. The total duration for all associated work shall be complete within thirty (30) calendar days **within the total contract time**. This right turn lane and driveway construction shall be shown as a specific set of tasks on the Contractor's overall project schedule.

2. **ADD** the following to Section I, General Requirements, Sequence of Work:

The Contractor shall install the Joint Utility Trench, Detail F, Dwg No P33, at Sta 62+50 as the first order of work. Installation of this conduit shall be completed within 30 calendar days after the date of the Notice to Proceed issued by the City.

3. **ADD** the following to Section I, General Requirements, Multiple Bid Schedules:

Unless otherwise included in individual bid schedules, the total contract cost for the following items shall be included in Bid Schedule A:

100.010	Storm Water Pollution Prevention Plan
105.010	Construction Staking & As-built Surveying
105.020	Quality Control & Material Testing
109.010	Mobilization

4. **REVISE** the following sentence in Section I, Section 105.6.3 APS:

Anticipated relocation should be complete by **January 2014**.

5. **ADD** the following to Section I, Section 105.6.3 APS:

If the relocations are not complete prior to the NTP, the Contractor shall coordinate with and provide access to the relocation areas for APS construction. Cost associated with delays, extra work, or extension of time caused by APS's relocation activities shall be included in the contract bid items.

6. **ADD** the following to Section I, Section 105.6.4 SRP:

If the relocations are not complete prior to the NTP, the Contractor shall coordinate with and provide access to the relocation areas for SRP construction. Cost associated with delays, extra work, or extension of time caused by SRP's relocation activities shall be included in the contract bid items.

7. **REVISE** the following sentence within Section I, Section 105.6.6 CenturyLink:

CenturyLink relocations are anticipated to be complete by **April 2014**.

8. **REVISE** the following two sentences within Section I, Section 105.6.7 Cox Communications:

Relocations of the aerial facilities are anticipated to be complete in **January 2014**, after the APS pole relocations.

Fiber will be installed in the empty conduits with the aerial relocations, anticipated in **January 2014**.

9. **ADD** the following to Section I, Section 105.6.7 Cox Communications:

If the relocations are not complete prior to the NTP, the Contractor shall coordinate with and provide access to the relocation areas for Cox Communications construction. Cost associated with delays, extra work, or extension of time caused by Cox Communications' relocation activities shall be included in the contract bid items.

10. **REVISE** Section I, Section 108.5 Limitation of Operations as follows:

Weekend work is **prohibited** without prior approval of the City Engineer.

END ADDENDUM 1

Bid Summary

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Bidder's Name: _____

Base Bid

Total Base Bid - Bid Schedule A (Line 132)	\$
Total Base Bid - Bid Schedule B (Line 174)	\$
Total Base Bid - Bid Schedule C (Line 187)	\$
Total Base Bid - Bid Schedule D (Line 214)	\$
Total Base Bid (Bid Schedules A - D)	\$

Total Base Bid Written in Words:

Bid Alternates

Total Bid Alternate 1 (Line 254)	\$
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Total Bid Alternate 1 Written in Words:

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	100.010	Storm Water Pollution Prevention Plan	1	LS		
2	105.010	Construction Staking & As-Built Surveying	1	LS		
3	105.020	Quality Control & Material Testing	1	LS		
4	109.010	Mobilization	1	LS		
5	205.010	Roadway Overexcavation	1	Allow	\$60,000.00	
6	301.010	Subgrade Preparation	16,001	SY		
7	310.010	Aggregate Base Course	5,278	CY		
8	310.020	Hand-Placed Riprap (D50=6", 12" Thick) w/ Filter Fabric	1	CY		
9	317.010	Mill 2" Asphaltic Concrete Pavement	4,542	SY		
10	317.010	Mill 2" to 4" Asphaltic Concrete Pavement	755	SY		
11	321.010	Asphaltic Rubber Asphaltic Concrete Surface Course (147 LB./C.F.)	2,891	TON		
12	321.020	Asphaltic Concrete Base Course (C-3/4" 5% W/C) (147 LB./C.F.)	3,347	TON		
13	324.010	9" Portland Cement Concrete Pavement	204	SY		
14	331.020	Microseal (Type II)	21,065	SY		
15	336.010	Sawcut Asphaltic Concrete Pavement	6,230	LF		
16	336.050	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 1)	12	SY		
17	337.010	Crack Sealing	1	Allow	\$10,000.00	
18	340.010	Concrete Single Curb (MAG Std Det 222, Type A)	6,722	LF		
19	340.020	Concrete Vertical Curb & Gutter (MAG Std Det 220-1, Type A)	3,899	LF		
20	340.030	Concrete Mountable Curb (MAG Std Det 220-2, Type E)	706	LF		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
21	340.040	Mountable Single Curb w/ Reinforced Concrete Slab (Det C, Dwg P32)	2,049	SF		
22	340.050	Concrete Header Curb (Det G, Dwg P33)	301	LF		
23	340.060	Concrete Valley Gutter (MAG Std Det 240)	2,522	SF		
24	340.070	4" Concrete Sidewalk (MAG Std Det 230)	18,349	SF		
25	340.080	9" Concrete Sidewalk (MAG Std Det 230)	4,956	SF		
26	340.090	Concrete Dual Curb Ramp (COP Std Det PE-241-1, PE-241-2 & PE-241-3)	564	SF		
27	340.100	Concrete Single Curb Ramp (COP Std Det PE-241-1, PE-241-5B)	585	SF		
28	340.110	Concrete Receiving Ramp (Det B, Dwg P32)	48	SF		
29	340.120	Concrete Curb Ramp (Det I, Dwg P34)	108	SF		
30	340.130	Concrete Driveway (COP Std Det PE-251-1)	4,214	SF		
31	340.140	Decorative Concrete Pavers, 2 3/8" Thickness (Det A, Dwg P32)	3,282	SF		
32	340.150	Decorative Concrete Pavers, 3 1/8" Thickness (Det C, Dwg P32)	531	SF		
33	340.160	Concrete Median Nose Transition (MAG Std Det 223)	278	SF		
34	340.170	Detectable Warning Strip Retrofit (Det E, Dwg P32)	176	SF		
35	340.180	Detectable Warning Strip (COP Std Det PE-241-1)	10	SF		
36	345.010	Adjust Water Valve, Frame & Cover (COP Std Det PE-270)	3	EA		
37	345.020	Adjust Sewer Manhole, Frame & Cover (COP Std Det PE-271)	11	EA		
38	345.030	Adjust Sewer Cleanout (MAG Std Det 270 & 440-3)	1	EA		
39	345.210	Remove & Salvage Streetlight Pole	28	EA		
40	350.010	Remove Asphaltic Concrete Pavement	10,129	SY		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
41	350.020	Remove Asphaltic Concrete Pavement & Aggregate Base Course in Median	2,935	SY		
42	350.030	Remove Asphaltic Concrete Pavement & Aggregate Base Course to 5" Below Existing Ground	7,104	SY		
43	350.040	Remove Concrete Curb & Gutter	835	LF		
44	350.050	Remove Concrete Sidewalk, Driveways, Ramps & Slabs	8,842	SF		
45	350.060	Remove & Salvage Fire Hydrant	3	EA		
46	350.070	Remove Sanitary Sewer Pipe	45	LF		
47	350.100	Abandon Gate Valve, Remove Box & Cover	1	EA		
48	350.110	Remove Tree (Diameter >12")	2	EA		
49	350.120	Remove Pipe Culvert	33	LF		
50	350.130	Remove Irrigation Pipe & Plug at Exst Junction Structure	88	LF		
51	350.140	Remove Concrete Headwall	1	EA		
52	350.150	Remove & Replace Concrete Vertical Curb & Gutter (MAG Std Det 220-1, Type A)	20	LF		
53	350.160	Remove & Replace Concrete Sidewalk (MAG Std Det 230)	100	SF		
54	350.170	Remove & Replace Decorate Concrete	30	SF		
55	350.180	Remove & Replace Concrete Driveway (COP Std Det PE-251-1)	190	SF		
56	350.210	Cut & Plug Water Main (Det A, Dwg W21)	1	EA		
57	350.230	Remove 6" Water Main	2	LF		
58A	360.010	Joint Trench (Det F, Dwg P33)	237	LF		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
58B	360.011	Joint Trench, 14' Depth at 60" Storm Drain (Det F, Dwg P33)	88	LF		
59	360.020	Electrical Conduit for Signal (2") (PVC)	25	LF		
60	360.030	Electrical Conduit (4-1 1/4", Peoria Detail PE-033) (PVC or HDPE)	3,055	LF		
61	360.040	Electrical Conduit (4-1 1/4") (Horizontal Drill) (HDPE)	1,005	LF		
62	360.050	Electrical Conduit for Signal (2-4") (Horizontal Drill)	720	LF		
63	360.060	96 Strand Fiber Optic Cable (Single Mode)	5,350	LF		
64	360.070	Fiber Optic Splice Closure	1	EA		
65	360.080	Pull Box (NO. 7 ADOT TS 1-4)	6	EA		
66	360.090	Pull Box (NO. 7) (with Extension)	2	EA		
67	360.100	Pull Box (Communication Vault, Peoria Detail PE-036)	1	EA		
68	360.110	Pull Box (Communication Pull Box, Peoria Detail PE-034)	7	EA		
69	370.010	Street Light J Boxes (SRP Requirements)	44	EA		
70	370.020	Street Light J Boxes (APS Furnished)	14	EA		
71	370.030	Street Light Conduit (2 1/2") (Trench)	4,036	LF		
72	370.040	Street Light Conduit (2 1/2") (Joint Trench per Detail on IC2 and SL2)	883	LF		
73	370.050	Street Light Conduit (2 1/2") (Horizontal Drill)	350	LF		
74	370.060	Street Light Poles and Foundations (ADOT Type E)	41	EA		
75	370.070	Street Light Poles and Foundations (ADOT Type G)	19	EA		
76	401.010	Traffic Control	1	LS		
77	401.020	Off-Duty Law Enforcement Officer	1	Allow	\$25,000.00	

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
78	403.010	Remove Traffic Sign Panel & Post	16	EA		
79	403.020	Permanent Traffic Sign Panel	167	SF		
80	403.030	Traffic Sign Post (COP Std Det PE-032)	27	EA		
81	403.040	Relocate Traffic Sign Panel	22	EA		
82	405.010	Remove Survey Monument	7	EA		
83	405.020	Survey Monument w/ Frame, Cover & Concrete Collar (MAG Std Det 120-1, Type A)	2	EA		
84	405.030	Survey Monument (MAG Std Det 120-1, Type B)	5	EA		
85	430.010	Tree (36" Box)	20	EA		
86	430.020	Tree (24" Box)	71	EA		
87	430.030	Shrub / Accent (5 Gallon)	496	EA		
88	430.040	Ground Cover (1 Gallon)	57	EA		
89	430.050	Landscape Establishment Period	1	LS		
90	431.010	Landscape & Irrigation Restoration At Fry's Frontage	1	LS		
91	431.020	Landscape & Irrigation Restoration At ADA Ramp / Storm Drain Improvements	1	LS		
92	431.030	DG Restoration at Water Main Improvements	1	LS		
93	440.010	Relocate Irrigation Control Valve & Piping	2	EA		
94	440.010	Irrigation System Complete	1	LS		
95	440.020	Relocate Water Meter, Box & Cover (COP Std Det PE-363)	1	EA		
96	450.010	Pavement Marking, White, 4" Equivalent	26,033	LF		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
97	450.020	0.090" Alkyd Thermoplastic Pavement Marking, White, 4" Equivalent	1,587	LF		
98	450.030	Pavement Marking, Yellow, 4" Equivalent	4,237	LF		
99	450.040	Raised Pavement Marker, 2-Way Blue Reflective	4	EA		
100	450.050	Pavement Arrow Marking	24	EA		
101	450.060	Bike Lane Marking	20	EA		
102	460.010	Obliterate Pavement Marking	1	LS		
103	460.010	Small Boulder 'A' (2' W X 1.5' H X 1.5' L)	30	EA		
104	460.020	Medium Boulder 'B' (3' W X 2' H X 2.5' L)	41	EA		
105	460.030	Large Boulder 'C' (3.5' W X 2.5' H X 3' L)	11	EA		
106	610.010	Fire Hydrant Assembly (COP Std Det PE-360-2 & PE-361)	11	EA		
107	610.030	8" Class 350 Ductile Iron Water Pipe & Fittings (Restrained)	221	LF		
108	610.040	6" Class 350 Ductile Iron Water Pipe & Fittings (Restrained)	165	LF		
109	610.050	2" Curb Stop w/ Flushing Pipe (MAG Std Det 390, Type A)	3	EA		
110	610.060	Concrete Encasement (MAG Std Det 404-3)	44	LF		
111	615.010	8" PVC SDR 26 Sanitary Sewer Pipe	91	LF		
112	615.020	8" PVC Sanitary Sewer Plug (Det F, Dwg S4)	2	EA		
113	615.030	Bypass Pumping & Piping	1	LS		
114	615.040	Sanitary Sewer Stub Marker (Det F, Dwg S4)	2	EA		
115	625.040	5' Sanitary Sewer Manhole w/ 30" Frame & Cover (Det A, Dwg S3; Det C, Dwg S4)	3	EA		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
116	625.050	Modify Existing Sanitary Sewer Manhole Base (Det B, Dwg S3)	1	EA		
117	626.010	Coat Sanitary Sewer Manhole (Det A, Dwg S3; Det C, Dwg S4)	3	EA		
118	627.010	Rehabilitation of Existing Sanitary Sewer Manhole (Det D, Dwg S4)	4	EA		
119	630.020	8" Gate Valve, Box & Cover (COP Std Det PE-270)	3	EA		
120	630.030	6" Gate Valve, Box & Cover (COP Std Det PE-270)	8	EA		
121	630.050	1" Air-Vacuum Release Valve (COP Std Det PE-395)	1	EA		
122	630.060	8"x6" Tapping Sleeve w/ Box & Cover (MAG Std Det 340 & COP Std Det PE-270)	1	EA		
123	631.010	1.5" Type K Rigid Copper Water Service (COP Std Det PE-363)	15	LF		
124	631.020	1" Type K Soft Copper Water Service (COP Std Det PE-363)	34	LF		
125	631.040	Water Meter Box, No 3 (COP Std Det PE-363)	1	EA		
126	631.050	Water Meter Box, No 2 (COP Std Det PE-363)	3	EA		
127	702.010	Decomposed Granite (3/4" Screened)	58,844	SF		
128	795.010	Aesthetic Median Berming Per Plan	1	LS		
129	Bid Schedule A Subtotal				\$	
130	Tax Rate <u>5.265%</u> *				\$	
131	Tax Exemption (Deduct) **				\$	
132	Bid Schedule A Lump Sum Total				\$	

Bid Schedule A Lump Sum Total Written in Words:

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule A

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
<hr/>						
<p>* As per Special Terms and Conditions, Section 28, <u>Tax Formula</u>.</p>						
<p>** As per Special Terms and Conditions, Section 29, <u>Tax Exemption</u>.</p>						

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule B (Drainage & Storm Drain Improvements)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
133	105.010	Construction Staking & As-Built Surveying	1	L.S.		
134	105.020	Quality Control & Material Testing	1	L.S.		
135	109.010	Mobilization	1	L.S.		
136	336.020	Pavement Replacement (MAG Std Det 200-1, Type A, PSS 1)	153	SY		
137	336.030	Pavement Replacement (MAG Std Det 200-1, Type A, PSS 8)	1,198	SY		
138	336.050	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 1)	17	SY		
139	336.070	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 8)	307	SY		
140	336.080	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 9)	262	SY		
141	350.040	Remove Concrete Curb & Gutter	402	LF		
142	350.050	Remove Concrete Sidewalk, Driveways, Ramps & Slabs	1,230	SF		
143	350.260	Remove Storm Drain Manhole	2	EA		
144	350.270	Remove Pipe Plug	1	EA		
145	401.010	Traffic Control	1	L.S.		
146	505.110	Catch Basin, Type M, Wing Length = 3' (Phx Std Det P1569-1)	1	EA		
147	505.120	Catch Basin, Type M, Wing Length = 3' (Phx Std Det P1569-2)	1	EA		
148	505.130	Catch Basin, Type M, Wing Length = 6' (Phx Std Det P1569-2)	3	EA		
149	505.140	Catch Basin, Type M, Wing Length = 10' (Phx Std Det P1569-1)	1	EA		
150	505.150	Catch Basin, Type M, Wing Length = 10' (Phx Std Det P1569-2)	1	EA		
151	505.160	Catch Basin, Type M, Wing Length = 17' (Phx Std Det P1569-1)	5	EA		
152	505.170	Catch Basin, Type M, Wing Length = 17' (Phx Std Det P1569-2)	1	EA		

153	505.210	Catch Basin, Type N, 2 Grates, with Vertical Curb (Phx Std Det P1570)	3	EA		
<u>Bid Schedule</u> City of Peoria 91st Avenue Improvements; Butler Drive to Mountain View Road Solicitation No. P14-0035 / Project No. EN00177 Base Bid - Bid Schedule B (Drainage & Storm Drain Improvements)						
LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
154	505.220	Catch Basin, Type N, 4 Grates, with Vertical Curb (Phx Std Det P1570)	1	EA		
155	505.230	Catch Basin, Type N, 6 Grates, with Vertical Curb (Phx Std Det P1570)	7	EA		
156	505.320	Catch Basin, Type Q, 4 Grates (Phx Std Det P1572)	1	EA		
157	505.330	Catch Basin, Type Q, 6 Grates (Phx Std Det P1572)	2	EA		
158	505.340	Catch Basin (Det A, Dwg D20)	1	EA		
159	618.010	15" Class IV RGRCP Storm Drain Pipe	938	LF		
160	618.030	24" Class III RGRCP Storm Drain Pipe	1,200	LF		
161	618.030	24" Class IV RGRCP Storm Drain Pipe	104	LF		
162	618.040	30" Class III RGRCP Storm Drain Pipe	597	LF		
163	618.060	60" Class III RGRCP Storm Drain Pipe	1,227	LF		
164	618.060	60" Class IV RGRCP Storm Drain Pipe	848	LF		
165	618.070	30"x19" Elliptical Class IV RGRCP Storm Drain Pipe	160	LF		
166	618.080	Pipe Plug (MAG Std Det 427)	1	EA		
167	618.090	Concrete Pipe Collar (MAG Std Det 505)	2	EA		
168	625.010	Storm Drain Manhole (MAG Std Det 424-2, 520 & 522)	9	EA		
169	625.020	Storm Drain Manhole (MAG Std Det 424-2, 521 & 522)	11	EA		
170	625.030	Storm Drain Manhole (MAG Std Det 424-2, P1560, & 522)	1	EA		
171	Bid Schedule B Subtotal				\$	

172	Tax Rate <u>5.265%</u> *	\$
173	Tax Exemption (Deduct) **	\$

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule B (Drainage & Storm Drain Improvements)

174	Bid Schedule B Lump Sum Total	\$
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Bid Schedule B Lump Sum Total Written in Words:

* As per Special Terms and Conditions, Section 28, Tax Formula.

** As per Special Terms and Conditions, Section 29, Tax Exemption.

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule C (Barbara Avenue NB RTL, Crosspointe Frontage Street Lighting)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
175	301.010	Subgrade Preparation	164	SY		
176	310.010	Aggregate Base Course	55	CY		
177	321.010	Asphaltic Rubber Asphaltic Concrete Surface Course (147 LB./C.F.)	18	TON		
178	321.020	Asphaltic Concrete Base Course (C-3/4" 5% W/C) (147 LB./C.F.)	23	TON		
179	340.010	Concrete Driveway (COP Std Det PE-251-2)	1,608	SF		
180	350.010	Remove Asphaltic Concrete Pavement	315	SY		
181	370.010	Street Light J Boxes (SRP Requirements)	12	EA		
182	370.030	Street Light Conduit (2 1/2") (Trench)	64	LF		
183	370.040	Street Light Conduit (2 1/2") (Joint Trench per Detail on IC2 and SL2)	1,691	LF		
184	370.070	Street Light Poles and Foundations (ADOT Type G)	10	EA		
185	Bid Schedule C Subtotal				\$	
186	Tax Rate <u>5.265%</u> *				\$	
187	Bid Schedule C Lump Sum Total				\$	

Bid Schedule C Lump Sum Total Written in Words:

* As per Special Terms and Conditions, Section 28, **Tax Formula**.

** As per Special Terms and Conditions, Section 29, **Tax Exemption**.

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule D (Water Main Replacement)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
188	336.040	Pavement Replacement (MAG Std Det 200-1, Type A, PSS 9)	722	SY		
189	336.060	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 6)	11	SY		
190	336.070	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 8)	8	SY		
191	336.080	Pavement Replacement (MAG Std Det 200-1, T-Top, PSS 9)	204	SY		
192	350.080	Remove 12" ACP Water Main	133	LF		
193	350.090	Cut & Plug Water Main	24	EA		
194	350.100	Abandon Gate Valve, Remove Box & Cover	12	EA		
195	350.150	Remove & Replace Concrete Vertical Curb & Gutter (MAG Std Det 220-1, Type A)	55	LF		
196	350.160	Remove & Replace Concrete Sidewalk (MAG Std Det 230)	275	SF		
197	350.200	Abandon 12" ACP Water Main (Grout Fill Pipeline)	3,828	LF		
198	350.220	Remove 8" Water Main	188	LF		
199	350.230	Remove 6" Water Main	21	LF		
200	350.240	Remove Electrical Conduit	565	LF		
201	350.250	Remove Gate Valve, Box & Cover	6	EA		
202	610.020	12" Class 350 Ductile Iron Water Pipe & Fittings (Restrained)	3,982	LF		
203	610.030	8" Class 350 Ductile Iron Water Pipe & Fittings (Restrained)	311	LF		
204	610.040	6" Class 350 Ductile Iron Water Pipe & Fittings (Restrained)	73	LF		
205	610.060	Concrete Encasement (MAG Std Det 404-3)	42	LF		
206	630.010	12" Gate Valve, Box & Cover (COP Std Det PE-270)	12	EA		

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Base Bid - Bid Schedule D (Water Main Replacement)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
207	630.020	8" Gate Valve, Box & Cover (COP Std Det PE-270)	12	EA		
208	630.030	6" Gate Valve, Box & Cover (COP Std Det PE-270)	2	EA		
209	630.040	2" Air-Vacuum Release Valve (COP Std Det PE-395)	3	EA		
210	728.010	1/2-Sack CLSM (MAG Spec Sec 728)	221	CY		
211	Bid Schedule D Subtotal				\$	
212	Tax Rate <u>5.265%</u> *				\$	
213	Tax Exemption (Deduct) **				\$	
214	Bid Schedule D Lump Sum Total				\$	

Bid Schedule D Lump Sum Total Written in Words:

* As per Special Terms and Conditions, Section 28, Tax Formula.

** As per Special Terms and Conditions, Section 29, Tax Exemption.

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Bid Alternate 1 (91st Avenue & Butler Drive Traffic Signals)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
215	380.010	Electrical Conduit for Signal (2") (PVC)	90	LF		
216	380.020	Electrical Conduit for Signal (2 1/2") (PVC)	200	LF		
217	380.030	Electrical Conduit for Signal (3") (PVC)	140	LF		
218	380.040	Electrical Conduit for Signal (4") (PVC)	30	LF		
219	380.050	Type A Pole Foundation	1	EA		
220	380.060	Type J Pole Foundation	1	EA		
221	380.070	Type Q Pole Foundation	1	EA		
222	380.080	Type R Pole Foundation	1	EA		
223	380.090	Type A Pole	1	EA		
224	380.100	Type J Pole (Modified)	1	EA		
225	380.110	Type Q Pole	1	EA		
226	380.120	Type R Pole	1	EA		
227	380.130	12 Strand Fiber Optic Cable (Single Mode)	110	LF		
228	380.140	Mast Arm (20' Luminaire) (Tapered)	2	EA		
229	380.150	Mast Arm (35' (Tapered)	1	EA		
230	380.160	Mast Arm (45' (Tapered)	1	EA		
231	380.170	Pedestrian Push Button w/Sign	4	EA		
232	380.180	Opticom Pre-emption Equipment	2	EA		
233	380.190	Video Detection System (Aldis)	1	EA		
234	380.200	Traffic Signal Face (Pedestrian Man/Hand w/ Countdown)	4	EA		

235	380.210	Traffic Signal Face (Type F)	10	EA		
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Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Bid Alternate 1 (91st Avenue & Butler Drive Traffic Signals)

LINE NO	ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
236	380.220	Traffic Signal Face (Type Q)	2	EA		
237	380.230	Traffic Signal Mounting Assembly (Type II)	7	EA		
238	380.240	Traffic Signal Mounting Assembly (Type V)	2	EA		
239	380.250	Traffic Signal Mounting Assembly (Type VII)	1	EA		
240	380.260	Traffic Signal Mounting Assembly (Type XI)	4	EA		
241	380.270	Luminaires (LED)	2	EA		
242	380.280	LED Illuminated Street Name Sign	3	EA		
243	380.290	Electrical Conductors (91st/Butler)	1	LS		
244	380.300	Control Cabinet	1	EA		
245	380.310	Meter Pedestal	1	EA		
246	380.320	Field Hardened Ethernet Switch	1	EA		
247	380.330	Fiber Optic Splice Enclosure	1	EA		
248	380.340	Poli-Mod	1	EA		
249	450.010	Pavement Marking, White, 4" Equivalent	1,056	LF		
250	450.020	0.090" Alkyd Thermoplastic Pavement Marking, White, 4" Equivalent	1,056	LF		
251	Bid Alternate 1 Subtotal				\$	_____
252	Tax Rate <u>5.265%</u> *				\$	
253	Tax Exemption (Deduct) **				\$	

254

Bid Alternate 1 Lump Sum Total \$

Bid Schedule

City of Peoria

91st Avenue Improvements; Butler Drive to Mountain View Road

Solicitation No. P14-0035 / Project No. EN00177

Bid Alternate 1 (91st Avenue & Butler Drive Traffic Signals)

Bid Alternate 1 Lump Sum Total Written in Words:

* *As per Special Terms and Conditions, Section 28, Tax Formula.*

** *As per Special Terms and Conditions, Section 29, Tax Exemption.*



INVITATION FOR BID

CONSTRUCTION PROJECT

MATERIALS MANAGEMENT

Procurement

9875 N. 85th Ave, 2nd Fl
Peoria, Arizona 85345-6560

Telephone: (623) 773-7115
Fax: (623) 773-7118

City of Peoria Plans and Bid Documents

Solicitation Number: **P14-0035**

Solicitation Description: **Construction Services for 91st Avenue;
Butler Drive to Mountain View Road**

Prospective Bidders' Conference: December 3, 2013 3:00 p.m., AZ time

Due Date: December 17, 2013 2:00 p.m., AZ Time

Bid Documents (except plans and specifications) may be picked up at:

MATERIALS MANAGEMENT - PROCUREMENT
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345-6560

or downloaded via:

<http://www.peoriaaz.gov/NewSecondary.aspx?id=51225>

Plans and Specifications must be accessed via the following FTP website:

<https://cityftps.peoriaaz.gov>

User ID: ftpsolicitation

Password: AEC91&!v

(Note: password is case sensitive)

Disclaimer: The City of Peoria provides current and complete solicitation information, updates and amendments to registered Plan Holders only. To register as a Plan Holder, solicitations must be obtained from the City of Peoria Materials Management Division or viewed or downloaded online at <http://www.peoriaaz.gov/NewSecondary.aspx?id=51225>. In order to obtain or download a bid solicitation package, a valid e-mail address is required. Bidders will then be automatically notified when amendments to the bid are released. The City assumes no liability or duty to so update or to send any update to persons who are not Plan Holders. Any person who acquires solicitation documents from any source other than the City of Peoria website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend any solicitation, nor may any person publish it without this disclaimer.

Plans and Specifications prepared by:

Dibble Engineering

7500 N. Dreamy Draw Dr., Suite 200
Phoenix, AZ 85020

P: 602-957-1155

F: 602-957-2838



City of Peoria, Arizona



Notice of Invitation for Bid

Invitation for Bid No: **P14-0035**

Bid Due Date: **December 17, 2013**

Materials and/or Services: **Construction Services for 91st Avenue;
Butler Drive to Mountain View Road**

Time: 2:00 P.M. AZ time

Contact: **Lisa Houg, CPPB**

Project No: **EN00177** City of Peoria, Materials Management

Phone: (623) 773-7115

Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. **Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the *entire* Invitation for Bid Package.

OFFER

To the City of Peoria: The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202).

For clarification of this offer contact:

Telephone: _____ Fax: _____

Name: _____

Email: _____

Company Name

Authorized Signature for Offer

Address

Printed Name

City State Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:

Rhonda Geriminsky, City Clerk

CC

Contract Number

Official File

City Seal

Copyright 2003 City of Peoria, Arizona

City of Peoria, Arizona.

Eff. Date: _____

Approved as to form:

Stephen M. Kemp, City Attorney

Awarded on _____, _____

Carl Swenson, City Manager



City of Peoria, Arizona

Notice of Invitation for Bid



1. PREPARATION OF BID:

- a. All bids shall be submitted on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic or mailgram bids will not be considered.
- b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. Bid due date and time is stated as local Arizona time.
- g. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears as the contact on the IFB. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to an *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. Offeror shall identify the envelope as containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment shall be acknowledged by signing and returning the document with the offer at the specified bid due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of construction services within fourteen (14) calendar days after an approved pay request is received with a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

8. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and submit it to the City of Peoria Materials Management Division.

9. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is determined by the Materials Manager to be most advantageous to the City.
- b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue a *Invitation For Bid*.
- c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted and executed by the **City Council or Materials Manager**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*, unless modified by an Amendment.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page the Contractor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Contractor shall not discriminate against any employee or applicant for employment.
 - c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **BRIBES AND KICK-BACKS:** The General Contractor shall not by any means:
 - a. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
 - b. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
 - c. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,
 - d. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTOR / SUPPLIER CONTRACTS:** The Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Contractor that the obligations of the Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Contractor, and that the Owner be a third-party beneficiary of the Contractor's agreements with its subcontractor(s) and supplier(s).
 - a. The Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).
 - b. The Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.
 - c. The Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Contractor, and that it will abide by those terms, conditions and requirements.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above..
20. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
21. **INSPECTION:** All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following:

- a. Waive the non-conformance.
- b. Stop the work immediately.
- c. Bring material into compliance.

This shall be accomplished by a written determination from the City.

22. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
23. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
24. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
25. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
26. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
27. **LICENSES:** Contractor shall have at the time of bid submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a bid for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of bid submittal. The determination shall be made by the City.
28. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
29. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
30. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
31. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 20 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
32. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

33. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award
34. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
35. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
37. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



GENERAL TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **DEFINITIONS:** The terms, as used in or pertaining to the contract, are defined as follows:
 - CITY:** The word “City” shall refer to the City of Peoria, Arizona.
 - CONTRACTOR:** The word “Contractor” is defined as the person, firm or corporation with whom the contract is made by the City.
 - CONTRACT:** The word “Contract” will include the Invitation to Bid Notice, Instructions to Bidders, Bid, Bid Bond, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Order, Certificate of Insurance & Schedule A, Certificate of Completion, Contractor’s Affidavit Regarding Settlement of Claims, Contractor’s Affidavit Certifying Non-Collusion in Bidding, Standard Terms & Conditions, General Terms & Conditions, Special Terms & Conditions, Technical Provisions, Performance Provisions, Plans and Addenda thereto.
 - ENGINEER:** The word “Engineer” is defined as the person, firm or corporation duly authorized by the City to act as agent in providing professional services including studies, planning, engineering design and construction administration services, inspecting materials and construction, and interpreting plans and specifications.
 - MATERIALS:** The word “Materials” will include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.
 - SUBCONTRACTOR:** The word “Subcontractor” is defined as those persons or groups of persons having a direct contract with the contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, and includes those who merely furnish materials not so worked.
 - WORK:** The word “Work” shall include all labor necessary to accomplish the construction required by the Contract and all materials and equipment incorporated or to be incorporated in said construction.
2. **REFERENCE STANDARDS:**
 - 2.1. The “Uniform Standard Specifications for Public Works Construction” and the “Uniform Standard Details for Public Works Construction” which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the “MAG Specifications,” are hereby adopted as part of these contract documents.
 - 2.2. July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the “Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.
 - 2.3. If any contradiction exists between “MAG Specifications” and this solicitation document, the solicitation language shall prevail.
3. **LAWS AND REGULATIONS:** The Contractor shall keep himself fully informed of all existing and future City and County ordinances and regulations and state and federal laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and protect and indemnify the City of Peoria, Arizona, and its officers and agents against any claim or liability arising from or based on the violation of any such ordinances, regulations or laws. It is the responsibility of the Contractor to obtain any and all information regarding the laws and regulations which may be referenced in the Specifications.
4. **RIGHTS OF WAY:** The City will provide Rights-of-Way and easements for all work specified in this contract, and the Contractor shall not enter or occupy with men, tools, equipment or materials any private ground outside the property of the City of Peoria, Maricopa County, Arizona, without the consent of the owner.

The Contractor, at his own expense, is responsible for the acquisition of any additional easements or rights-of-way that he may desire to complete the work of this contract.
5. **PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated as stated in the Bids, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the bids offered for



GENERAL TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

the work under this Contract. The Contractor further agrees that the City of Peoria will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or the whole or any part of the work in accordance with the Specifications and Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damage or compensation except as may be provided in this contract.

6. **FEDERAL FUNDING:** It is the responsibility of the Contractor to determine on any project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.

7. **PAYMENTS TO CONTRACTOR:** Payments will be made on the basis of itemized statements provided by the Contractor in accordance with these Specifications. Three (3) copies of an itemized statement should be submitted to the Office of the City Engineer. After verification, payments will be processed by the Management Services Department. Payments will be mailed by the Engineering Division. The City will make a partial payment to the Contractor on the basis of an estimate prepared by the Contractor, and approved by the City Engineer, for work completed through the last day of preceding pay period. The City will retain ten percent (10%) of each such estimate until acceptance of the project. The City will accept Securities in lieu of retention provided the Financial Institution is approved by the City. When required by the City Engineer or his authorized representative for the purposes of determining the equitableness of the Contractor's payment request, the Contractor shall furnish evidence satisfactory to the City Engineer or his authorized representative, of the sums paid by the Contractor for materials, supplies and other items of expense (i.e., lien releases).

8. **LOSSES AND DAMAGES:** All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.

9. **CHARACTER AND STATUS OF WORKMEN:** Only skilled foremen and workmen shall be employed on work requiring special qualifications.

When required by the City Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section.

The Contractor shall be responsible for assuring the legal working status of its employees and its subContractor's employees.

10. **WORK METHODS:** The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the time limit specified.

Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the specifications and the supervision of the work.

The work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all known existing or possible unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

11. **PRE-CONSTRUCTION CONFERENCE:** Within 30 days of the issuance of the Notice of Award, the Contractor is required to attend a Pre-construction Conference. The city will contact the Contractor to schedule a specific date, time and location for the Pre-construction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items which require special attention on the part of the Contractor. The Contractor may also



GENERAL TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

present proposed variations in procedures which the Contractor believes may improve constructability of the project, reduce cost, or will reduce inconvenience to the public. Any necessary coordination and procedures for Construction inspection and staking will be addressed during the Pre-construction Conference. The Contractor will be required to provide the following information at the Pre-construction Conference:

- 11.1. Names and emergency telephone numbers of key personnel involved in the project.
- 11.2. Names and telephone numbers of all subcontractors proposed for use on the project.
- 11.3. A construction progress schedule showing the estimated time for start and completion of the major items of work.
- 11.4. A payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.
- 11.5. A written proposal outlining the intended plans for maintaining continuous access to residences and businesses along the construction site, and traffic control.
- 11.6. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

Each of the above items is subject to the review and approval by the City.

12. **NOTICE TO PROCEED:** Within 45 days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor.

No work shall be started until after all required permits, licenses, and easements have been obtained.

No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative.

The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

- 12.1. The start of construction in order to arrange for inspection.
- 12.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.
- 12.3. Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at anytime.
- 12.4. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.
- 12.5. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

13. **TRAFFIC REGULATIONS:** All traffic affected by this construction shall be regulated in accordance with the *City of Phoenix -Traffic Barricade Manual*, latest edition and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.



GENERAL TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- 13.1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.
- 13.2. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.
- 13.3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.
- 13.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Contract.
- 13.5. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications Payment for this item shall be made at the contract lump sum price for TRAFFIC CONTROL.
- 13.6. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- 13.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062 or offduty@peoriaaz.gov.
- 13.8. The Police Department shall determine if traffic hazards at construction projects warrant the use of Police Assistants or AZ Post Certified Peace Officers to provide traffic control services. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062.
- 13.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.
- 13.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
- 13.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.
- 13.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.
- 13.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to



GENERAL TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

13.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

13.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

14. **OUTDOOR CONSTRUCTION RESTRICTIONS:** Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

14.A. WORK HOURS IN THE PUBLIC RIGHT-OF-WAY

No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the projects' barricade plan.

During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

15. **SURVEY CONTROL POINTS:** Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner.

The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

16. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:** The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the City Engineer. The Contractor shall turn over the entire work in full accordance with these Specifications before final settlement shall be made.

17. **STOCKPILE OF MATERIALS:**

a. The Contractor may, if approved by the City Engineer, place or stockpile materials in the public right-of-way provided they **do not** prevent access to adjacent properties or prevent compliance with traffic regulations.

b. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

18. **EXCESS MATERIALS:** When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site.

Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor. Disposal of material within the Peoria City Limits or Planning Area must be approved by the City Engineer or his authorized representative.



GENERAL TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Waste material shall not be placed on private property without express permission of the property owner.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use.

Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products debris, etc., and shall make necessary arrangements for such disposal.

19. **DUST CONTROL AND WATER:** The dust control measures shall be in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A \$1,000 deposit is required for each meter. An additional \$28.00 service fee is also required. The cost of the water is at the prevailing rate.

20. **TEMPORARY SANITARY FACILITIES:** The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

21. **ELECTRIC POWER, WATER AND TELEPHONE:** Unless otherwise specified, the Contractor shall make his own arrangements for electric power, water and telephone. Subject to the convenience of the utility, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

22. **ENERGIZED AERIAL ELECTRICAL POWER LINES:** The utility company may maintain energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measure, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15).

As an additional safety precaution, Contractors should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the contractor. The utility company can often respond to such request if two (2) days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.



GENERAL TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A)).

23. **SOLID WASTE DISPOSAL:** The contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at its option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.
24. **RULES, REGULATIONS, TRAINING AND STANDARDS:** The Contractor and any subcontractors under the direction, control and/or contract of the contractor shall be required to implement, follow and adhere to all existing City and County ordinances and regulations, state and federal laws, and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. It is the responsibility of the Contractor to ensure that any person or persons entering the job site are provided with all necessary and required training and personal protection equipment while at that site. If a contractor is delayed, postponed or given a stop work notice because of any non-compliance to any required rules, regulations, training or standards then there will be no contract time extension allowed because of that non-compliance.
25. **IMMIGRATION ACT:** Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P14-0035

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Construction Services for 91st Avenue; Butler Drive to Mountain View Road.**
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Prospective Bidders Conference:** Prospective bidders are invited to attend a conference to be held at the City of Peoria Municipal Offices:

ADDRESS: 9875 N. 85th Avenue, 1st Floor
Peoria, Arizona 85345
Point of View Conference Room

DATE: Tuesday, December 3, 2013

TIME: 3:00 p.m., Arizona Time

The purpose of this conference will be to clarify the contents of this Invitation For Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation For Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation For Bid. Oral statements or instructions shall not constitute an amendment to the Invitation For Bid.

4. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
5. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.
6. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
7. **Contract Type:** Fixed Price
8. **Interpretation of Plans, Specifications and Drawings:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed Contract Documents, or finds discrepancies in, or omissions from the Drawings or Specifications, he may, no later than five (5) days prior to the representative bid opening, submit to the City Engineer or his authorized representative a written request for an interpretation or correction thereof. Any interpretations or corrections of the proposed documents will be made only by Amendment duly issued and a copy of each such will be mailed or delivered to each person receiving a set of such documents. The City of Peoria will not be responsible for any other explanations or interpretations of the proposed documents.
9. **Conditions of Work:** Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
10. **Time of Completion:** The Contractor shall commence work under this project on or before the fifth (5) day following the project start date indicated on the "Notice to Proceed" issued by the City of Peoria and shall fully complete all work under the project within **two hundred seventy (270)** calendar days. The Contractor shall, at all times, during the continuance of the Contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P14-0035

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

11. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
12. **Plans and Specifications to Successful Bidder:** The successful Bidder may obtain electronic files on CD-ROM of the Plans and Specifications for this project from the City of Peoria at no cost.
13. **Approval of Substitutions:** The materials, products, and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution. **No substitute will be considered unless written request for approval has been received by the City or its representative at least ten (10) days prior to the scheduled closing time for receipt of bids.** Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance, and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be acknowledged in writing. Bidder shall not consider approvals made in any other manner. All requests for approval of substitutions must be submitted by Prime Contractor.
14. **Use of Equals:** When the specifications for materials, articles, products, and equipment state "*or equal*", Contractor may bid upon, and use materials, articles, products, and equipment which will perform equally the duties imposed by the general design. The City Engineering Division will have the final approval of all materials, articles, products, and equipment proposed to be used as an "equal." It shall not be purchased or installed without prior written approval from the City or its representative. All requests for approval of equals must be submitted by Prime Contractor.

Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Division for approval. **Requests must be received at least ten (10) days prior to the date set for opening of the Bid.** The request shall state the name of the material, article, product, or equipment for which the item is sought to be considered and equal and a complete description of the proposed equal including any drawings, cuts, performance specifications, test data and any other information necessary for approval of the equal. All approvals will be issued in writing. All requests for approval of equals must be submitted by Prime Contractor.
15. **City of Peoria Off-Site Permit:** The Contractor shall obtain an off-site permit, however, it will be limited to a \$25.00 charge. The Contractor will be responsible for any required Maricopa County permits or other agency permits.
16. **Independent Contractor:**
 - a. General
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City of Peoria.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
 - b. Liability
 - i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
 - ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P14-0035

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

17. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

18. **Liquidated Damages:** Liquidated Damages shall be assessed for each calendar day of delay. Liquidated damages shall be per MAG Specs., Section 108.9.

- a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
- b. In the event the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.

19. **Warranty:** Each offer shall provide a one year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications.

20. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the City.

All required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P14-0035

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

21. Required Insurance Coverage:

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P14-0035

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

d. Builders' Risk (Property) Insurance

The Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This Builder's Risk policy must be a "Masters" Policy, that is, one in which only this project is insured. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverages may be modified by an amendment to the Contract Documents.

22. **Certificates of Insurance:** Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance (naming the City as additionally insured), and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

23. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City.

24. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

25. **Bid Bond:** Non-revocable bid security payable to the City of Peoria in the amount of 10% of the total bid price is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the City of Peoria, Materials Management Division by the due date and time cited for this solicitation.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P14-0035

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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The City will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the City will:

- a. Issue a contract award notice for those offers accepted by the City;
- b. Return all checks to those who have not been issued a contract award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the City of Peoria Procurement Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

All bid bonds shall be executed on the Bid Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

26. **Performance Bond:** The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to the City of Peoria.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the City of Peoria, Materials Management Division within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights.

All performance bonds shall be executed on the Performance Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

27. **Payment Bond:** The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the City of Peoria.

Payment security shall be in the form of a payment bond, certified check or cashier's check.

All payment bonds shall be executed on the Payment Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

28. **Tax Formula:** Each bidder shall use the following tax formula for construction projects within the City of Peoria.

- a. Multiply subtotal of bid (including all materials, labor and profit) by 65%.

Example: \$1,000.00 x .65 = \$650.00

- b. Multiply this result times the Peoria tax rate of 8.10%.



SPECIAL TERMS AND CONDITIONS

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Example: $\$650.00 \times .0810 = \52.65

for this example: \$52.65 is the applicable tax to be applied to your subtotal in order to obtain the total cost of the bid.

29. **Tax Exemption:** The Contractor shall not include sales or use taxes on certain materials and equipment to be installed on this project as described in ARS§ 42-5075 and ARS§ 42-5061.
30. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- If the contractor fails to make delivery of the materials/supplies or to perform the services within elements of the project schedule or the time specified; or
 - If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
31. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that “personal identifying information,” as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any “personal identifying information” shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria’s Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the “personal identifying information” minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.
 - Ensure that computer virus protection is up to date.



SPECIFICATIONS

Materials Management Procurement

Solicitation Number: P14-0035

9875 N. 85th Ave., 2nd Fl.
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Plans and Specifications must be accessed on the City's FTP website.

FTP Site Access Directions:

Using your Web Browser, enter the following address:

<https://cityftps.peoriaaz.gov>

You will be prompted for a User ID and Password.

User ID: ftpsolicitation
Password: AEC91&!v
(password is case sensitive)

You should then see the available files and folders.* The file name for this project is **P14-0035 – Construction Services for 91st Avenue; Butler Drive to Mountain View Road**. You can copy or download to your computer or server the files there. Download speed will depend on the internet connection speeds on both sides.

**Should you have trouble moving beyond the prompt for user id and password, it is likely your network or pc's firewall and/or anti-virus software is blocking access. Temporarily turning off your firewall and/or anti-virus software should allow you to continue with access.*



PRICE SHEET

Materials Management Procurement

Solicitation Number: P14-0035

9875 N. 85th Ave., 2nd Fl.
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Company Name:

Please use Bid Schedule on City ftp site located at:

<https://cityftps.peoriaaz.gov>

Base Bid Total is defined as the total sum of schedules 'A', 'B', 'C', and 'D'

Contract will be awarded on Base Bid Total. Bid Alternate '1' will be awarded based on funding.



QUESTIONNAIRE

Materials Management Procurement

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Please list a minimum of three (3) owner references from projects of similar size and scope whom the Materials Management Division may contact:

1. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Project Name: _____
 Project Description: _____
 Project Cost: _____

2. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Project Name: _____
 Project Description: _____
 Project Cost: _____

3. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Project Name: _____
 Project Description: _____
 Project Cost: _____



BID BOND

Materials Management Procurement

Solicitation Number: P14-0035

9875 N. 85th Ave., 2nd Fl.
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Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____,
_____ a corporation organized and existing under the laws of the
State of _____ with its principal office in the City of
_____, (hereinafter called the Surety), as Surety, are held
and firmly bound unto the City of Peoria, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of
Bid Amount, _____ (Dollars) (\$_____) lawful money of the United
States of America, to be paid to the order of the City of Peoria, for the payment whereof, the said Principal and
Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,
firmly by these presents and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for:

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 prosecution of the contract, or in the
event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the
Principal pays to the Obligee the difference not to exceed the penalty of the Bond, between the amount specified in
the bid/proposal and such larger amount for which the Obligee may in good faith contract with another party to
perform the work covered by the bid/proposal, then this obligation is void. Otherwise it remains in full force and effect
provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised
Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the
extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record



PERFORMANCE BOND

Solicitation Number: P14-0035

**Materials Management
Procurement**

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Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____,
_____ a corporation organized and existing under the laws of
the State Of _____, with its principal office in the City of,
_____ (hereinafter called the Surety),
as Surety, are held and firmly bound unto the City of Peoria (hereinafter called the Obligee) in the amount of
_____ (Dollars) (\$_____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____ 20_____, for the material, service or
construction described as _____ is
hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract
during the original term of said contract and any extension thereof, with or without notice to the Surety and during
the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that
may hereafter be made, notice of which modifications to the surety being hereby waived; then the above
obligations shall be void. Otherwise it remains in full force and effect.

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

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable
attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20_____

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record PERFORMANCE BOND



PAYMENT BOND

**Materials Management
Procurement**

Solicitation Number: P14-0035

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws
of the State Of _____, with its principal office in the City of,
_____ (hereinafter called the Surety), as Surety, are
held and firmly bound unto the City of Peoria (hereinafter called the Obligee) in the amount of
_____ (Dollars) (\$_____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____ 20____, for the material, service or
construction described as _____
_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the
prosecution of the work provided for in said contract, then this obligation shall be void. Otherwise it remains in full
force and effect.

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

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable
attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record PAYMENT BOND