

ENGINEERING DIVISION LIBRARY

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

PROJECT

71st AVENUE - PAVING, WATER & SEWER PROJECT

PROJECT NO. W-823039E

PUBLIC WORKS/ENGINEERING DEPARTMENT

CITY OF GLENDALE

GLENDALE, ARIZONA

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CITY CLERK

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CITY ATTORNEY

William E. Farrell



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NOTICE TO CONTRACTORS

Sealed bids shall be mailed to the office of the City Manager, 7022 North 58th Drive, Glendale, Arizona 85301, or hand-delivered to the City Engineering office, 6402 West Glendale Avenue, Glendale, Arizona, no later than _____, for furnishing all plant, material, equipment and labor, and to complete construction of:

71st Avenue - Paving, Water & Sewer Project

At that time, the bids will be publicly opened and read aloud in the conference room at the City Engineering office, 6402 West Glendale Avenue, Glendale, Arizona. Any bid received after close of bids will be returned unopened.

Plans, specifications and contract documents may be examined, and copies may be obtained at O'Neill-Morea-Hall Engineering, Inc., 5225 N. 19th Ave., Suite #214, Phoenix, Arizona 85015 246-8969.

A non-refundable charge of \$ 10.00 shall be made for each set of plans and specifications issued from this office.

Each bid shall be in accordance with the plans, specifications and contract documents, and shall be made out on the Bid Form(s) included in the project specifications book; shall be accompanied by a certified or Cashier's check or bid bond for five percent (5%) of the amount of the bid, made payable to the order of the City of Glendale, Arizona. All proposal guarantees, except those of the three lowest qualified bidders, will be returned immediately following the opening and checking of proposals. The proposal guarantees of the three lowest qualified bidders will be returned immediately after the contract documents have been executed.

Bids will be opened and publicly read aloud immediately after the hour of closing at the above mentioned office. Certified or Cashier's checks, or bid bond, will be given as a guarantee that the successful bidder will enter into the contract if awarded him and shall be declared forfeited as liquidated damages if said bidder refuses to enter into said contract after being requested to do so by the City of Glendale, Arizona.

The City of Glendale reserves the right to reject any or all bids or waive any informality in a bid.

CITY OF GLENDALE, ARIZONA

By: John L. Maltbie
City Manager

Dated:
Published: The Glendale Star

SPECIAL NOTICE

BIDDER'S ATTENTION IS CALLED TO THE FACT THAT NO BID IS COMPLETE WITHOUT THE RETURN OF THIS BOOK OF PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. ADDENDA SHALL BE ATTACHED INSIDE THE FRONT COVER OF THIS BOOKLET. BIDS WILL BE RETURNED UNOPENED, IF NOT SUBMITTED PROPERLY SEALED.

BIDS SHALL BE ENCLOSED IN SEALED ENVELOPES, MARKED IN THE OUTSIDE LOWER RIGHT-HAND CORNER, INDICATING:

- (1) THE BIDDER'S NAME;
- (2) THE PROJECT NUMBER;
- (3) THE TITLE OF THE PROJECT; AND
- (4) THE TIME AND DATE THE BIDS ARE TO BE RECEIVED.

INFORMATION FOR BIDDERS

1. PROPOSAL: Bids to receive consideration shall be made in accordance with the following instructions:

Before submitting a bid, bidders shall carefully examine the plans and specifications and contract documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations, and shall include sums in the bid covering the cost of each item included in the contract.

Bids shall be properly executed upon the proposal form. Numbers shall be stated both in writing and in figures, and the signatures of all persons shall be in longhand. The completed forms shall be without interlineations, alterations, or erasures. In case of a difference in written words and figures in a proposal, the amount stated in written words shall govern.

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, telephonic, or modified proposals will be considered.

Bids shall be delivered to the City Engineering office, City of Glendale, on or before the day and hour set for the opening of bids in the "NOTICE TO CONTRACTORS", as published. Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the bidder. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. BID SECURITY: Each proposal shall be accompanied by a certified check or bid bond acceptable to the Owner, in an amount equal at least to five percent (5%) of the proposal payable without condition to the Owner as a guarantee that the bidder, if awarded the contract, will promptly execute such contract in accordance with the proposal and in manner and form required by the contract documents, and will furnish good and sufficient bond for the faithful performance of the same. The bid securities of the three (3) lowest bidders will be retained until the contract is awarded, or other disposition made thereof. The bid securities of all bidders, except the three (3) lowest, will be returned promptly after the canvass of bids.

3. WITHDRAWAL OF BID: Any bidder may withdraw his bid, either personally or by telegraphing or by written request, at any time prior to the scheduled closing time for receipt of bids.

4. LATE BIDS: Bids received after the scheduled closing time for receipt of bids, as contained in these documents, will be returned to the bidder unopened.

5. AWARD OR REJECTION OF BIDS: The contract will be awarded to the lowest and best qualified responsible bidder complying with these instructions and with the "NOTICE TO CONTRACTORS". The City of Glendale, Arizona, however, reserves the right to accept or reject any or all bids or to waive any informalities in the bid.

6. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, file, or be interested in more than one (1) bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
7. CONTRACT, BONDS AND INSURANCE: The form of contract, which the successful bidder as Contractor will be required to execute, and the forms of bonds and insurance form which he will be required to furnish are included in the contract documents and should be carefully examined by the bidder. The contract, bonds and insurance form will be executed in four(4) original counterparts.
8. INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating a bid for 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 plans and specifications, he may submit to the Public Works/Engineering Department, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Questions received less than ninety-six (96) hours before the bid opening time shall not be answered. Any interpretation or correction of the proposed documents will be made only by Addendum, duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City of Glendale will not be responsible for any other explanations or interpretations of the proposed documents.
9. ADDENDUM: Any Addenda issued during the time of bidding, forming a part of the documents received by the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the contract.
10. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the Owner unless such assignment has had prior approval of the Owner and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.
11. PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER: The successful bidder may obtain five (5) sets of plans and specifications for this project from the City Engineer, at no cost.
12. TIME OF COMPLETION: The Contractor shall commence work under this project on or before the tenth day following receipt of the Notice to Proceed for that project from the City of Glendale and shall fully complete all work under the project within forty-five (45) consecutive calendar days from and including the date of receipt of such notice. 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.
13. LIQUIDATED DAMAGES: Should the Contractor fail to complete the work under this contract within the time for completion stated in the preceding paragraph under "TIME OF COMPLETION", then the Contractor shall pay the City of Glendale, Arizona, liquidated damages for each and every calendar day of delay until the work is completed or accepted, subject to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments.

14. CITY OF GLENDALE TRANSACTION PRIVILEGE TAX: The City of Glendale transaction privilege tax shall be waived under the conditions of this contract; however, the Contractor shall be responsible for reporting and payment of all other county, state or federal taxes.

GENERAL CONDITIONS

1. GENERAL: By Ordinance No. 1110 New Series, the City of Glendale adopted the "Uniform Standard Specifications for Public Works Construction", which are sponsored and distributed by the Maricopa Association of Governments. Copies of these documents, with revisions, are on file in the office of the Clerk of the City of Glendale, and are hereby made a part of these Contract Documents.

Whenever in the Uniform Standard Specifications, the words "The Contracting Agency" are used, the meaning shall be the City of Glendale.

In all cases where ASTM, AASHTO, AWWA, USAG, Federal, City of Phoenix, MAG Specifications, Maricopa County, Arizona State Highway, or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail.

In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, MAG Standard Details and Specifications, these project specifications shall prevail.

2. DEFINITIONS: The following terms, as used in or pertaining to the Contract Documents, are defined as follows:

CITY: The word "City" refers to the City of Glendale, Arizona. The official representative of said City in these proceedings shall be the City Engineer.

CONTRACTOR: The word "Contractor" means the person, firm, or corporation with whom the Contract is made by the City.

MATERIALS: The term "Materials" includes, 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" includes those 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, but does not include those who merely furnish materials not so worked.

ENGINEER: The word "Engineer" means a person, firm, or corporation duly authorized by the City Engineer to act for him in staking out work, inspecting materials and construction, and interpreting plans and specifications.

CONTRACT DOCUMENTS: The words "Contract Documents" mean the Notice to Contractors, Information for Bidders, General Conditions, Special Provisions, Proposal, Contract, Payment Bond, Performance Bond, Certificates of Insurance, Plans and Addenda thereto.

3. PERMITS: The City has obtained certain required permits which are included in the project specifications, but it will be the duty of the Contractor to determine that all the necessary permits have been obtained. The Contractor shall, at his own expense, obtain all required permits which have not been furnished by the City. A no-fee permit will be issued for work in the City of Glendale right-of-way and easement.

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 man, tools, equipment or materials any private ground outside the property of the City of Glendale, Maricopa County, Arizona, without the consent of the Owner.

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 material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used SOLELY for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that the City 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 mis-statement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, or 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 damages or compensation except as may be provided for in this Contract.

6. 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. He shall turn over the entire work in full accordance with the specifications before final settlement shall be made.

7. RESPONSIBILITY FOR DAMAGE CLAIMS: The Contractor shall indemnify and save harmless the City and its officers, agents and representatives from all suits, actions, loss, damage, expense, cost or claims of any character or nature brought on account of any injuries or damages sustained by a person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation Laws or any other law, bylaw, ordinance, or order or decree.

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. HINDRANCES AND DELAYS: No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time, allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the City Engineer, provided the Contractor shall give said City Engineer immediate notice in writing of the cause of such delay.

10. CHARACTER OF WORKMEN: None but 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 of the specifications.

11. LAWS AND REGULATIONS: This Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. The Contractor shall keep himself fully informed of all existing and future City and County Ordinances and Regulations and State and Federal Laws in any manner affecting the work herein specified. He shall at all times observe and comply with said Ordinances, Regulations, or Laws.

12. SUBCONTRACTS: Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:

All subcontracts shall be subject to the approval of the City.

All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract.

Certified copies of any and all subcontracts shall be furnished to the office of the City Engineer; however, prices may be omitted.

Subcontracts shall conform to the regulations governing employment of labor.

The subcontracting of any part of the work will in no way relieve the Contractor of his responsibility under the Contract.

13. STAKING AND INSPECTION: The Engineer (O'Neill-Morea-Hall Engr.) 246-8969. shall be notified at least seventy-two (72) hours prior to the start of construction. Both inspection and staking shall be provided by the Engineer. Benchmarks and survey stakes shall be preserved by the Contractor and, in case of their destruction or removal by him or his employees or agents, shall be replaced by the Engineer at the Contractor's expense; and the Contractor and his sureties shall be liable therefore.

Staking or inspection by the Engineer shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor.

14. DUST PREVENTION: The Contractor shall take whatever steps, procedures, or means required to prevent abnormal dust conditions due to his construction operations in connection with this Contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Engineer, in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations".

15. EXCESS MATERIAL: Excess material shall be removed from the work site and wasted at a location approved by the Engineer. Broken concrete and asphalt may be delivered to the Glendale Sanitary Landfill located at 115th Avenue and Glendale Avenue. The prevailing regulations and fee schedule will not be waived for work under this project. All materials, to be disposed of at the landfill, shall be weighed and disposed of at the prevailing rate.

16. ELECTRIC POWER AND WATER: The Contractor shall make his own arrangements for electric power and water. Subject to the convenience of the City, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water. Fire hydrant meters may be obtained from the City of Glendale. Installation and removal of meters should be scheduled at least twenty-four (24) hours in advance through the Public Works/Field Operations Department at 931-5561. A \$325.00 deposit is required for each meter. The cost of the water is at the prevailing rate.

17. PRE-CONSTRUCTION CONFERENCE: PROGRESS SCHEDULE:

a. The Contractor shall meet with the Engineer for a pre-construction conference prior to commencing work. At this time, the Contractor shall submit a progress schedule showing the order in which he proposes to carry out the work, the dates on which he will start the several phases of the work, and the contemplated date for completion of each phase.

b. After the work is in progress, the Contractor shall submit supplementary progress schedules of the progress to date and projected to completion with each pay request submitted in accordance with Paragraph 20, "PAYMENTS TO CONTRACTOR", of these General Conditions. Schedule changes requiring an increase in the City's Engineering personnel on the project shall not be put into effect until the Engineer has made arrangements for additional personnel.

18. MAINTENANCE OF IRRIGATION FACILITIES: Where irrigation facilities interfere with construction, the Contractor shall remove and replace the affected irrigation facilities to its original condition. Final acceptance of replaced facilities will depend upon final approval of the Engineer.

19. CLEAN-UP: After all work under this Contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris, and other materials not incorporated in the work, from the site of the work. Clean-up shall include the removal of all excess pointing mortar materials within pipes and removal of oversize rocks and boulders left after finish grading. The Contractor shall provide for the disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

20. PAYMENTS TO CONTRACTOR: The measurements of quantities and the payments to the Contractor shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 100 - General Conditions, Section 109 - Measurements and Payments.

Payments will be made on the basis of itemized monthly statements provided by the Contractor and shall be submitted with an updated progress schedule in accordance with the standard specifications and these General Conditions. Three (3) copies of the itemized statement should be submitted to the office of the Engineer. After verification, payments will be mailed by the Finance Department.

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 the preceding calendar month.

The City will retain ten percent (10%) of each such estimate until acceptance of the project and final payment.

Upon 100% completion and acceptance of the project, and with the request for final payment, the Contractor shall complete and submit the lien waiver form which is included in these specifications.

21. EXISTING UTILITIES: The Contractor is hereby advised that the location of all utilities, as shown on the plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities by contacting the utility companies before proceeding with the work. The Contractor shall be responsible for any damage done to public or private property.

Utility companies and other interested parties have been provided with construction plans and the construction schedule for this project. The Contractor shall comply with MAG Specifications 105.6 to cooperate with the utility companies.

22. ENERGIZED AERIAL ELECTRICAL POWER LINES: The utility company maintains 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 measures, 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 would be borne by the Contractor. The utility company can often respond to such requests if two days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.

23. SURVEY CONTROL POINTS AND MONUMENTS: Existing survey monuments indicated on the plans or found during construction shall be protected by the Contractor, and in the event removal is necessary, removal and replacement shall be performed by permission of the Engineer, under direct supervision of the Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of MAG Specifications, Section 405, and Standard Details.

24. APS GAS FACILITIES EXPOSED DURING CONSTRUCTION: The Contractor, upon exposing a gas line during construction, shall call Arizona Public Service, 271-7171. The APS gas patrolman will respond, usually within an hour, to inspect the line. Minor cuts or abrasions to the pipe coating will be rewrapped and tracer wire will be reconnected at no cost to the City or the Contractor.

P R O P O S A L

Place _____

Date _____

Proposal of _____,
a Corporation organized and existing under the laws of the State of _____;
a partnership consisting of _____;
or an individual trading as _____.

TO THE HONORABLE MAYOR AND COUNCIL
CITY OF GLENDALE
GLENDALE, ARIZONA

Gentlemen:

the undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the construction of:

Project 71st Avenue - Paving, Water & Sewer Project

in strict conformity with the plans and specifications for the following unit prices:

(Extension of these unit prices on the basis of estimated quantities and the totaling of these extensions are for the purpose of comparing bids only. The mathematics of such extensions and totaling will be checked and corrected by the Public Works/Engineering Department, before evaluating the bids, and the lowest of such corrected and checked totals will determine the lowest bids.)

NOTE: IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

For Project No. W-823039E **BID SCHEDULE**

Pay Item No.	Unit and Approx. Quantities	DESCRIPTION UNIT BID PRICE IN WORDS	Unit Bid Price DOLLARS & CENTS	Amount Bid DOLLARS & CENTS
1	811 L.F.	12" V.C.P. Sewer Line _____ and ___ /100 Dollars per <u>L.F.</u>		
2	3 EA.	Sewer Manholes _____ and ___ /100 Dollars per <u>EA.</u>		
3	859 L.F.	6" A.C.P. Water Line _____ and ___ /100 Dollars per <u>L.F.</u>		
4	6 EA.	6" G.V.B. & C. Type "A" _____ and ___ /100 Dollars per <u>EA.</u>		
5	2 EA.	Relocate Existing Fire Hydrant _____ and ___ /100 Dollars per <u>EA.</u>		
6	7760 S.Y.	3" A.C. Pavement _____ and ___ /100 Dollars per <u>S.Y.</u>		
7	8010 S.Y.	8" A.B.C. _____ and ___ /100 Dollars per <u>S.Y.</u>		
8	2975 L.F.	6" V.C. & G. Det. 220-A & 231-1 _____ and ___ /100 Dollars per <u>L.F.</u>		
9	2230 S.F.	Concrete Valley Gutter Det. 240 _____ and ___ /100 Dollars per <u>S.F.</u>		
10	69 L.F.	Extruded Curb _____ and ___ /100 Dollars per <u>L.F.</u>		

For Project No. W-823039E

BID SCHEDULE

Pay Item No.	Unit and Approx. Quantities	DESCRIPTION UNIT BID PRICE IN WORDS	Unit Bid Price		Amount Bid	
			DOLLARS & CENTS		DOLLARS & CENTS	
11	325 L.F.	24" CMP-A _____ and ___ /100 Dollars per <u>L.F.</u>				
12	112 L.F.	12" R.G.R.C.P. _____ and ___ /100 Dollars per <u>L.F.</u>				
13	2 EA.	Headwall Det. 501-1 _____ and ___ /100 Dollars per <u>EA.</u>				
14	2 EA.	Catch Basin Det. 530-A _____ and ___ /100 Dollars per <u>EA.</u>				
15	1 EA.	Storm Drain Manhole Det. 520 _____ and ___ /100 Dollars per <u>EA.</u>				
16	9 EA.	Delinator A.D.O.T. 4-M-4.01 _____ and ___ /100 Dollars per <u>EA.</u>				
17	13 EA.	Survey Monuments Det. 120-1-B _____ and ___ /100 Dollars per <u>EA.</u>				
18	3225 S.Y.	Pavement Removal _____ and ___ /100 Dollars per <u>S.Y.</u>				
19	1 EA.	Relocate Stop Sign _____ and ___ /100 Dollars per <u>EA.</u>				
20	6 EA.	Adjust Water Valve to Grade _____ and ___ /100 Dollars per <u>EA.</u>				

The undersigned hereby declares that he has visited the site(s) and has carefully examined the contract documents relating to the work covered by the above bid or bids.

Upon receipt of notice of the acceptance of this bid, we will execute the formal contract attached within ten (10) days, and will deliver a one hundred percent (100%) Performance Bond for the faithful performance of this Contract, together with a one hundred percent (100%) Payment Bond.

The bid security attached, with endorsement, in the sum of five percent (5 %) of the total bid, is to become the property of the City of Glendale, Arizona, in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional work caused thereby.

The undersigned has checked carefully all the above figures and understands that the City of Glendale, Arizona, will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Mayor and Council of the City of Glendale, Arizona, reserves the right to reject any or all bids or to waive any informalities in the bid.

Respectfully submitted,

Contractor

By _____

(Complete business address)

Bidder shall signify receipt of all Addenda here (if any):

BID BOND
(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
as Principal, (hereinafter called the Principal), and the _____
_____, a corporation duly organized under the laws
of the State of _____, as Surety, (hereinafter called the Surety),
are held and firmly bound unto the City of Glendale, a municipal corporation as
Obligee, in the sum of _____ percent (%) of the total amount of the bid of
Principal, submitted by him to the Mayor and Council of the City of Glendale,
for the work described below, for the payment of which sum, well and truly to
be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, and administrators, successors and assigns, jointly and severally,
firmly by these presents, and in conformance with A.R.S. 34-201.

WHEREAS, the said Principal is herewith submitting its proposal for
PROJECT 71st Avenue - Paving, Water and Sewer Project

NOW, THEREFORE, if the City of Glendale shall accept the proposal of
the Principal and the Principal shall enter into a contract with the City of
Glendale, in accordance with the terms of such proposal and give such Bonds and
Certificates of Insurance as specified in the Standard Specifications with good
and sufficient Surety for the faithful performance of such contract and for the
prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter into such contract and
give such Bond and Certificates of Insurance, if the Principal shall pay to the
City of Glendale the sum of money set forth above as liquidated damages for
failure of the Principal to enter into the contract, then this obligation shall
be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, A.D., 19____

Principal

Witness:

Title

Surety

Witness:

Title

C O N T R A C T

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between the City of Glendale, Arizona, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, party of the first part, hereinafter designated the Owner, and _____

_____,
of the City of _____, County of _____,
and State of _____, party of the second part, hereinafter
designated the Contractor.

WITNESSETH: That the said Contractor has covenanted, and agreed, for and in consideration of the payments made as provided for in the proposal and specifications, to the Contractor by the said Owner, and under the penalty expressed in the bond hereto attached, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by the Agreement, free from all claims, liens and charges whatsoever, in the manner, and under the conditions hereinafter specified, that are necessary for the construction of:

PROJECT 71st Avenue - Paving, Water and Sewer Project

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications and plans. The specifications and drawings furnished by the Contractor with his proposal and the additional drawings or prints and other information to be furnished by the Contractor in accordance with the specifications are made a part of this Agreement when and as approved by the City of Glendale, Arizona are intended to be complementary and all specifications, plans, drawings, or prints furnished by the Contractor and approved by the City of Glendale shall be complementary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said specifications and plans, drawings, or prints the same as though the said work were contained and described in all.

The Notice to Contractors, Information for Bidders, Special and Technical Provisions, Proposal, Bid Bond, Payment Bond, Performance Bond, Appendix, Plans and Addenda thereto, are hereby understood to be a part of this Contract.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the City of Glendale, Arizona, or its properly authorized agents, on whose inspection all work shall be accepted or rejected.

The City shall have full power to reject or condemn all materials furnished or work performed under this contract which do not conform to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the said City of Glendale, Arizona, and said Contractor, that the Public Works/ Engineering Department, City of Glendale, shall determine all questions in relation to the work and the construction thereof, and it shall in all cases decide all questions which may arise relative to the execution of the work under this contract on the part of the said Contractor and its estimates and decisions shall be final and conclusive; and such estimates and decisions, in case any question may arise, shall be a condition precedent to the right of said Contractor to receive any money or compensation for anything done or furnished under this contract.

IN WITNESS WHEREOF, four (4) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.

ATTEST:

CITY OF GLENDALE, ARIZONA
PARTY OF THE FIRST PART (OWNER)

(SEAL)

City Clerk

Title

APPROVED: (AS TO FORM)

City Attorney

WITNESSES:

PARTY OF THE SECOND PART (CONTRACTOR)

Title

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the 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 Glendale, a municipal corporation,
(hereinafter called the Obligee), in the amount of _____
_____ Dollars (\$_____), for the payment whereof; the
said Principal and Surety bind themselves, and their heirs, administrators,
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 _____, 19____,
to construct 71st Avenue - Paving, Water & Sewer Project

_____ 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
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 obligation shall be void, otherwise to remain in full force and effect.

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

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court or a judge thereof.

Witness our hands this _____ day of _____, 19____

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

Agency Address

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the 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 Glendale, a municipal corporation,
(hereinafter called the Obligee) in the amount of _____
_____ Dollars (\$_____), for the payment whereof; the
said Principal and Surety bind themselves, and their heirs, administrators,
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 _____, 19____,
to construct 71st Avenue - Paving, Water & Sewer Project

_____ 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 sub-contractors in the prosecution of the
work provided for in said Contract, then this obligation shall be void, other-
wise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond having been required of the said
Principal in order to comply with the provisions of Title 34, Chapter 2,
Article 2, of the Arizona Revised Statutes, all rights and remedies on this

bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions, and limitations of said Title, Chapter and Article, to the same extent as if they were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

Witness our hands this _____ day of _____, 19____

Principal _____ Seal

By: _____

Surety _____ Seal

By: _____

Agency of Record _____

Agency Address _____

CITY OF GLENDALE, ARIZONA
PUBLIC WORKS/ENGINEERING DEPARTMENT
CERTIFICATE OF INSURANCE

The _____
certifies that the following insurance policies have been issued on behalf of _____

Name of Insured _____

Address of Insured _____

Name and Address of Additional Named Insured: City of Glendale, Arizona
7022 North 58th Drive
Glendale, Arizona 85301

Type of Insurance	Policy No.	Eff. Date	Exp. Date	Limits of Liability
(1) Workmen's Compensation				Statutory
(2) Contractors Protective Bodily Injury				\$500,000 ea. occur.
(2) Contractor(s) Protective Property Damage				\$100,000 ea. accid. \$100,000 aggregate
(3) Contractual Bodily Injury				\$500,000 ea. occur.
(3) Contractual Property Damage				\$100,000 ea. accid. \$100,000 aggregate
(4) Automobile Bodily Injury and Property Damage				\$500,000 ea. occur.

When the project includes construction of a new, or modification of an existing building (in addition to the above types):

- (5) Fire and Extended Coverage plus Vandalism and Malicious Mischief - for the Full Amount of the Contract.

Policy No. Eff. Date Exp. Date

Policy Includes Coverage For:

- (1) a. Damage caused by blasting.
b. Damage caused by collapse or structural injury.
c. Damage to underground utilities.
- (2) Liability assumed in construction agreements and other types of contracts or agreements in effect in connection with insured operations.
- (3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until ten (10) days written notice of such cancellation or change has been delivered to the City of Glendale.

It is further agreed that:

These policies shall not expire until all work has been completed and the project has been accepted by the City of Glendale. (If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to the City of Glendale not less than five (5) days prior to expiration date.) The Contractor hereby agrees to indemnify and save harmless the City of Glendale and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought

on account of any injuries sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, by-law, ordinance, or order or decree.

This Certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

Countersigned by

Date:

Signature

CITY OF GLENDALE, ARIZONA
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

PROJECT 71st Avenue - Paving, Water & Sewer Project

To the City of Glendale, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Glendale against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 19____.

Contractor

By _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public

My Commission Expires _____