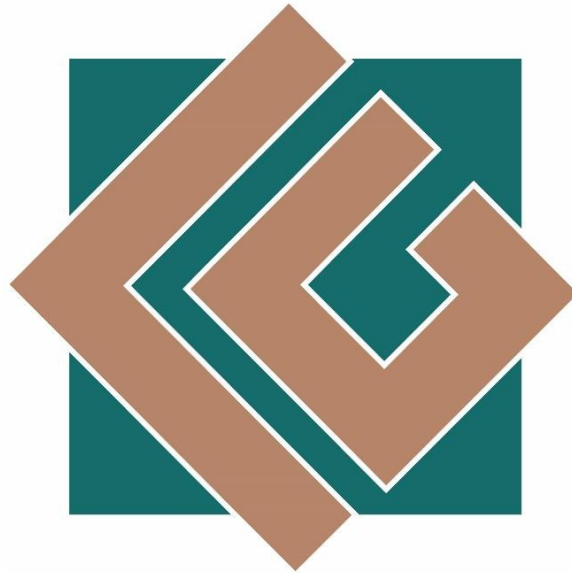


CONTRACT DOCUMENTS & TECHNICAL SPECIFICATIONS



CITY OF CASA GRANDE

WESTERN MANOR/CASPITA Y GRANDE PAVEMENT RECONSTRUCTION PROJECT

15 November 2019

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INVITATION FOR BIDS

**WESTERN MANOR/CASPITA Y GRANDE
PAVEMENT RECONSTRUCTION PROJECT**

BID DUE DATE:	December 17, 2019 (Tuesday) 1:30 PM Local AZ Time
BID SUBMITTAL LOCATION:	City of Casa Grande City Clerk's Office 510 East Florence Boulevard Casa Grande, AZ 85122
PRE-BID CONFERENCE DATE/TIME:	No Pre-Bid Conference to be Held
BID DOCUMENTS AVAILABLE AT:	City of Casa Grande City Clerk's Office 510 East Florence Boulevard Casa Grande, AZ 85122 (520) 421-8608
ESTIMATED PROJECT RANGE:	Approximate Contract Range \$1,000,000 to \$1,400,000
QUESTIONS SHALL BE DIRECTED TO:	Pedro Apodaca, Streets Superintendent (520) 421-8625 papodaca@casagrandeaz.gov

INTERESTED OFFERORS MAY OBTAIN A COMPLETE COPY OF THIS SOLICITATION BY CONTACTING THE CITY CLERKS OFFICE.

Competitive sealed bids for the specified construction, installations, materials, equipment, and/or services shall be received by the City of Casa Grande at the City Clerk's Office, 510 East Florence Boulevard, Casa Grande, Arizona 85122, until the time and date cited above. Bids received at or before the stipulated bid due date and time shall be publicly recorded. The City of Casa Grande takes no responsibility for informing recipients of changes to the original solicitation documents. Failure to submit addenda with the bid response may be grounds for deeming the bid non-responsive.

Bids must be in the actual possession of the City Clerk's Office at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be clock in the City of Casa Grande City Clerk's office.

Bids must be submitted in a sealed envelope. **The bidder's name and address, along with the project name and bid date, should be clearly indicated on the outside of the envelope.** All bids must be completed in blue or black ink or typewritten.

Questions must be addressed to the person(s) listed above and received by the specified deadline for bidder questions.

NOTICE OF BID

The City of Casa Grande will receive sealed bids for the following:

WESTERN MANOR/CASPITA Y GRANDE PAVEMENT RECONSTRUCTION PROJECT

Each bid shall be prepared in accordance with the contract documents and technical specifications and instructions on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. Copies can be obtained by visiting the City's web site at: www.casagrandeaz.gov, or by calling the City Clerk's Office at (520) 421-8608.

The Bidder shall be a licensed and bonded contractor in the State of Arizona. Minority, woman-owned, and disadvantaged businesses are encouraged to submit bids.

All bids must be submitted by **Tuesday, December 17, 2019, at 1:30 PM**, local Arizona time, to the **City Clerk, Gloria Leija, 510 East Florence Boulevard, Casa Grande, Arizona, 85122**. The bid opening will take place on **Tuesday, December 17, 2019, at 1:30 PM**, in the Main Conference Room (2nd Floor), 510 East Florence Boulevard, Casa Grande, Arizona, 85122.

Bids must be addressed to:

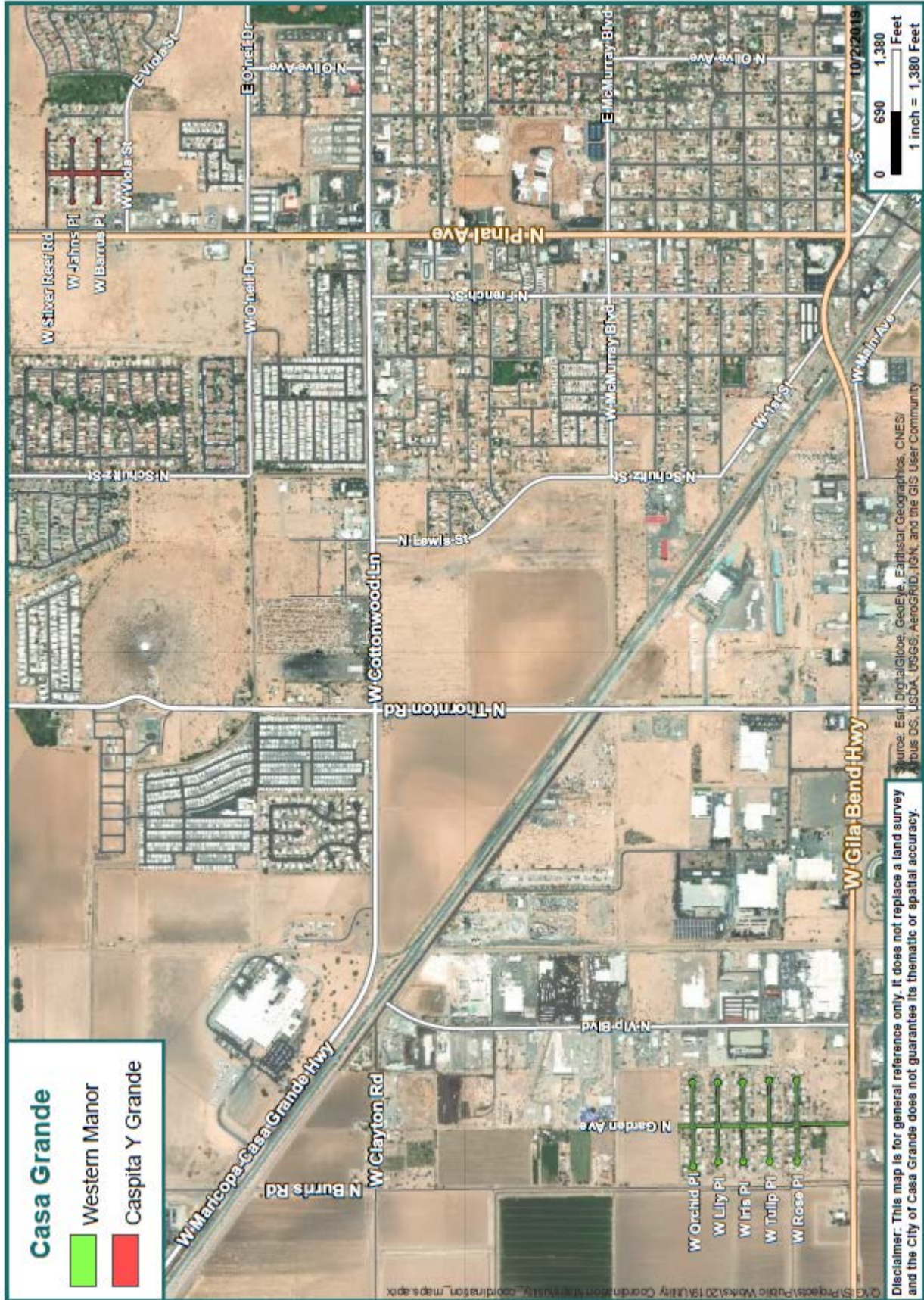
**Gloria Leija, City Clerk
City of Casa Grande
510 East Florence Boulevard
Casa Grande, Arizona 85122**

The envelope must be boldly marked:

**BID FOR THE WESTERN MANOR/CASPITA Y GRANDE PAVEMENT
RECONSTRUCTION PROJECT FOR THE CITY OF CASA GRANDE
BID OPENING: TUESDAY, December 17, 2019, at 1:30 PM**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Bids, or to reject any or all bids; to be the sole judge of the suitability of the construction, installations, materials, equipment, and/or services offered; and to award a contract or contracts for the **Western Manor/Caspita Y Grande Pavement Reconstruction Project** that it deems to be in the best interests of the City of Casa Grande.

Larry Rains
City Manager



Western Manor/Caspita Y Grande Pavement Reconstruction Project

B. City Project Manager

Pedro Apodaca
Street Superintendent
City of Casa Grande
3181 North Lear Avenue, Casa Grande, AZ 85122
(520) 421-8625 papodaca@casagrandeaz.gov

3. CONTENT OF BID SUBMITTAL

The Bid Package submitted for this project shall contain the following:

- ✓ Bid Proposal Form
 - Bid Schedule
 - Evidence of contractor licensure by the State of Arizona
 - Minimum of three references with contact information for at least three similar project contracts
- ✓ Certification of Bid
- ✓ Affidavit on Non-Collusion
- ✓ Surety (Bid) Bond
- ✓ Proposed Construction Schedule

4. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request for Bids, or finds discrepancies or omissions in the plans and/or technical specifications, **the bidder may submit to the City Project Manager a written request by email (only) for an interpretation or correction thereof no later than the date specified herein for “Contractor Question Deadline.”** The person submitting the request will be responsible for its timely submittal and confirming the email was received by the Project Manager.

Any interpretation or correction of the proposed documents will be made only by written Addendum duly issued by the City. Contractor shall be responsible to monitor the City of Casa Grande web site for any addenda. All Addenda will be posted by the City Clerk’s Office and become a part of the Original Contract Documents and Technical Specifications Bid Packet. The City will not be responsible for any other explanation or interpretation of the Request for Bids.

5. ADDENDA

Any addenda issued by the City during the time of bidding shall form a part of the contract documents and technical specifications bid package provided to the bidder for the preparation of the bid. All addenda shall be acknowledged in the bid form and shall be made part of the contract. No addendum will be issued less than five (5) days prior to the bid opening.

6. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for the opening of bids.

7. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, and provide a straightforward and concise description of the bidder’s capabilities to satisfy the requirements of these guidelines. The bidder shall be responsible for all costs incurred in the proposal and bid preparation and delivery.

8. SCHEDULE

The following is an estimated schedule of events. The City, however, reserves the right to alter this schedule of events as necessary and in the best interest of the City.

Call For Bids Advertisement Date	Week of November 18, 2019
Pre-Bid Conference	<i>No Pre-Bid Conference to be Held</i>
Contractor Question Deadline	December 10, 2019
Last Date for an Addendum	December 11, 2019
Bid Submittal Deadline / Bid Opening	December 17, 2019 at 1:30 pm (Tuesday)
City Council First Reading	January 21, 2020
City Council Second Reading	February 3, 2020
Bid Award (includes 30 day cure period)	March 4, 2020
Construction Contract Notice to Proceed & Project Kick-Off Meeting*	March 16, 2020
Contract Period / Contract Term	One hundred twenty (120) calendar days
Estimated Project Completion	July 14, 2020

* Notice to Proceed will not be issued until the Public Works Department has received a copy of an executed and recorded construction contract from the City Clerk’s Office.

9. EVALUATION PROCESS

Bids that are judged by the City to be unresponsive or materially incomplete will be immediately rejected.

The City will perform whatever research it deems necessary into the bidder's history, financial viability, and references. The bidder shall cooperate with the City's Project Manager, or his designated representative, by providing appropriate and requested information.

10. REQUIREMENTS

The City has established certain requirements as specified in the General Requirements and Technical Specifications sections. None of these requirements are designed to give any bidder an advantage or disadvantage in the bidding process. Bidders are encouraged to submit a bid if they feel they are qualified to do so. If the bidder does not meet any of the stipulated requirements, the bidder must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered material. The City's determination that a deviation is not material does not excuse the bidder from full compliance with all other specification requirements if the contract is awarded to the firm/company.

11. METHOD OF PAYMENT

Bidder shall submit payment requests / billing statements on a monthly basis to the attention of the City Project Manager. Contractor shall include the percent complete on the progress application that is authorized by the City Project Manager. When applicable, the bidder should reference on the billing statement the purchase order number or the City contract number. The City of Casa Grande makes every effort to generate payment for claims within 30-days from the initial request. The City processes Contractor pay requests once per month only.

12. DELIVERY OF PRODUCT/COMPLETION OF WORK

- A. **Work shall commence within ten (10) calendar days after the start date set forth in the "Notice to Proceed" issued to the Contractor by the City.**
- B. **All construction work shall be completed within one hundred twenty (120) calendar days of said start date.** The time allowed for completion of the work includes "lead time" for obtaining necessary materials and/or equipment. Completion times (or dates) will be stipulated in the Notice to Proceed.

- C. It is the Bidder's responsibility to review the number of calendar days listed to complete this Work. If the Bidder believes that the number of days listed is not sufficient, the Bidder must notify the City in writing, a minimum of ten (10) calendar days prior to the Bid Opening, of the number of additional days the company would require to complete the Work. Any and all requests will be reviewed by the City. If the City determines that additional days should be allowed, an amendment will be issued in the form of an addendum stating the new number of calendar days required to complete the Work.

13. EXECUTION OF AGREEMENT

Successful bidder will be required to enter into a formal agreement that is consistent with these contract documents and technical specifications bid package as outlined herein. The Notice-to-Proceed will not be issued and a project pre-construction kick-off meeting shall not be conducted until the City's Public Works Department is in receipt of an executed and recorded contract from the City Clerk's Office. The bidder to whom the Contract is awarded by the City shall, within 15 days after notice of award and receipt of Agreement forms from the City, sign and deliver to the City all required copies of the agreement. A sample Form of Contract (Agreement) is included in this bid packet – the actual contract specifics for this project may change to comply with the bid specifications or to meet the current needs of the City.

14. MISCELLANEOUS INFORMATION

- A. All prices quoted will reflect the total to the City for the equipment, materials, items, supplies, construction work, and services, and shall include all applicable taxes, fees, permits, and other charges.
- B. The City will not honor any invoices or claims which are tendered more than sixty (60) calendar days after the close of the City's fiscal year for work completed that fiscal year.
- C. The City is not responsible for any bidder's errors or omissions.
- D. All bids submitted to the City are to remain firm for a minimum period of ninety (90) calendar days from the date the bids are officially opened.**
- E. The apparent successful bid is not officially accepted until such time as the bidder receives written notice of acceptance from the City Clerk.
- F. If the bidder conducts business inside the City Limits, then **a City of Casa Grande business license number is required.**
- G. Where the bidder is a corporation or other type of legal entity, bids must be signed in the legal name of the entity followed by the name of the state of incorporation or place of formation, and signed by the legal signature of an officer authorized to bind the entity to a contract.

End of Information for Bidders Section

TECHNICAL SPECIFICATIONS

WESTERN MANOR/CASPITA Y GRANDE PAVEMENT RECONSTRUCTION PROJECT

The construction of the project shall be in accordance with the following standards, except where revised or modified by these technical specifications and contract documents for the project:

- **2019 Revision to the 2015 Edition of the Uniform Standard Specifications and Details for Public Works Construction**, sponsored and distributed by the Maricopa Association of Governments, January 2018
- Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, 2008 Edition, latest revision

These Technical Specifications provide supplemental information regarding the bid line items for the project, and shall be used in conjunction with the Bid Schedule and the measurement and payment sections contained herein, for determination of the quantities and line item costs for measurement and payment purposes for this project. **These technical specifications shall govern and control anywhere they may deviate or conflict with the MAG Standard Specifications** or with ADOT Standard Specifications.

In addition, anywhere the Maricopa Association of Governments Uniform Standards and Details for Public Works Construction, the Plans (Design Drawings), these Technical Specifications, Bid/Contract Documents, or the General Conditions conflict, the more stringent of the document requirements shall apply, *except that the measurement and payment of the construction work bid items shall be governed by these technical specifications.*

The various bid items set forth in the Bid Schedule are hereby described starting on the next page and the measurement and payment for each bid item are defined for this project as provided for in this technical specifications section of the bid/contract documents.

Guarantee & Warranty

The Guarantee and Warranty Provisions set forth in MAG Standard Specification Section 108.8 apply to this project. The Contractor shall guarantee the work against defective workmanship and materials for a period of one (1) year from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse excepted.

Geotechnical Evaluation & Report

No formal geotechnical evaluation was performed for this project. However field excavations and evaluations were performed by City staff to evaluate the potential soil conditions expected to be encountered in the project. Copies of photographs and field notes are provided for use in evaluation and bid preparation.

1. MILL ASPHALT PAVEMENT SURFACE

Specifications: Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, Part 300, Section 317, and other related sections and details.

Description: The Contractor shall mill the full thickness of the existing asphalt pavement surface course with an appropriate pavement milling machine. The work shall be completed for the full width and length of each designated street segment and in accordance with MAG Section 317 for asphalt milling.

An integral part of this bid/construction item is the transport of the asphalt millings to a location designated by the City within the City limits of Casa Grande and construction of a millings stockpile to minimize the footprint of the stockpile. **The designated asphalt millings stockpile site location is at the Casa Grande Waste Water Reclamation Facility, 1194 W Kortsen Rd, Casa Grande, AZ 85122.** The cost to haul and stockpile the asphalt millings shall be included in the bid unit price for this construction item.

The Contractor shall exercise care not to damage any existing abutting curb and gutter sections. Any concrete damaged by the Contractor's actions shall be repaired to the satisfaction of the City at no additional cost to the City.

The aforementioned conditions investigations indicated the thickness of the existing asphalt on the subdivision streets at 8 different coring locations. The measured thickness of the existing asphalt ranges from 2" minimum to 4" maximum with an average thickness of 3.5" of the 8 locations.

The work shall include all materials, equipment, and labor costs to mill the entire depth of existing asphalt overlay pavement surface, to transport the asphalt millings off site to the designated disposal location, and to construct a stockpile of asphalt millings that meets the approval of the City.

Pay Item: Measurement will be based on the square yards (SY) of existing asphalt street surface milled to the full depth of the asphalt pavement. This pay item includes all related items of work required for the asphalt milling work including hauling and stockpiling of the asphalt millings. Payment will be made at the bid unit price per square yard (SY) based on the measured quantity.

2. PLACE ASPHALT SURFACE COURSE – 3” DEPTH

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Part 300, Section 321, Section 329, Section 336, Section 710, Section 713, and other related sections and details.

Description: The provisions of MAG Section 321, Placement and Construction of Asphalt Concrete Pavement, MAG Standard Specifications, apply to this bid item. Placement and construction of asphalt concrete pavement shall generally consist of furnishing all materials, mixing the asphalt at an asphalt plant, hauling and placing a blended mixture of aggregate materials, mineral admixture, and asphalt binder to form an asphalt pavement course for placement upon a previously placed aggregate base course or asphalt pavement course.

Tack Coat: Prior to placing the asphalt pavement surface course on the prepared aggregate base course surface, the Contractor shall apply a tack coat to the vertical surfaces of existing pavements, curb and gutter sections, valley drains, etc., against which the new asphalt is to be placed. The tack coat shall be applied as specified in MAG Section 329 at a rate of 0.1 gallons per square yard.

Asphalt Pavement Construction: The Contractor shall place and compact a single asphalt lift at the required 3” depth of asphalt concrete pavement on the prepared aggregate base course surface to the full extents of the construction areas and as required by the City Inspector. **The asphalt pavement surface course shall be 3/4” asphalt concrete mix designation, Marshall mix design for high traffic areas, per MAG Specification Section 710.**

Fog Seal: All asphalt pavements constructed for street surfaces shall have a fog seal applied to the new pavement surface. The fog seal shall comply with MAG Section 333 for Fog Seal Coats.

The work shall include all materials, equipment, and labor costs to apply a tack coat where needed, to furnish, place, compact, and construct the asphalt pavement section per these specifications, and to apply the fog seal. This bid item includes the tack coat, fog seal, and the asphalt pavement section, and none will be measured or paid for separately.

Pay Item: Measurement will be based on the square yards (SY) of asphalt pavement initial and surface course, 3” total depth, constructed as measured on the ground by the City Inspector. Payment will be made at the bid unit price per square yard (SY) based on the measured quantity.

3. TRAFFIC CONTROL

Description: Effective and safe traffic control is critically important for this project. The Contractor shall coordinate closely with City officials throughout the duration of the project to ensure safe passage of pedestrian, bicycle, and vehicular traffic. Traffic control shall conform to MAG Section 401, City of Phoenix Traffic Barricade Manual, the Manual on Uniform Traffic Control Devices, and the ADOT Arizona Supplement to the MUTCD, whichever is stricter, except as modified herein.

This bid/construction item includes any and all traffic control supervisors, flaggers, barrels, cones, barricades, lights, signage, directional pedestrian routing, and the development and implementation of an approved traffic control plan. Traffic control shall route traffic over a uniform durable driving surface at all times with no drop offs adjacent to traffic travel lanes greater than 2” at any time. The Contractor shall clean up and re-open street segments one block at a time as soon as practical following construction on that street segment block.

Access to residences must be maintained at all times unless a minimum of 7 calendar days written notification is given to property owners and residents including an estimated length of time for the entire duration of the planned closure; all closures must be approved by the City, and noticed a minimum of XX days in advance . The Contractor shall be responsible for individual notification to residences and property owners within the construction area whenever they are impacted by access restrictions, sidewalk and/or road closures, and construction activities impacting their properties. The Contractor shall construct driveway access ramps of aggregate base course material and maintain the ramps as needed to allow reasonable, continuous access to properties following excavation of the street to subgrade and following placement of the aggregate base course.

Traffic Control Plan: Prior to the start of work, the contractor shall submit a detailed “Traffic Control Plan” to the City of Casa Grande Project Manager for approval. The plan will address and include:

1. A schedule for shutting down streets, residential driveways, and/or sidewalk access with durations
2. Proposed signage indicating any applicable street and driveway closures or sidewalk detours
3. Signage and lighting layout and design in compliance with the MUTCD
4. Overall total length (distance and duration) of street, driveway, and/or sidewalk closures due to construction activities at any point in time during the overall project schedule.
5. Construction staging and phasing to limit total length of closures at any time

Pay Item: Measurement shall be on a lump sum (LS) basis for all labor, equipment, materials, rentals, and supplies involved in full time traffic control for the total duration of construction activities as required. Payment shall be a partial lump sum (LS) amount for the previous month based on the prorated percentage completion of the total contract amount and schedule duration.

4. MOBILIZATION

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Part 100, Section 109, and other related sections.

The work under this item shall consist of preparatory work and operations, including, but not limited to, the movement of personnel, equipment, materials, supplies, and incidentals to the project site; the establishment of any office, restroom, and storage/staging facilities necessary for work on the project; and for all other work and operations that must be performed and costs incurred prior to beginning work on the various construction items at the project site. The mobilization bid item also included the demobilization work such as the movement of personnel, equipment, materials, supplies, tools, and other items from the site following completion of construction activities and restoration of any site(s) used for Contractor storage and staging.

This bid item also includes any and all expenses for bonds, licenses, permits, fees, project insurance, project coordination, materials testing, quality control testing, testing coordination, submittals, storage of materials, and the temporary supplies, power, and telephone, which may be necessary for the execution of the work.

The Contractor shall obtain approval of the property owner and the City Project Manager when using vacant private property to park and service equipment and/or to store materials for use on this project.

1. The Contractor shall notify adjacent property owners/residents of this proposed use.
2. Any use of vacant property adjacent to or near the project for parking or servicing equipment and/or storing of material will require the Contractor to obtain written approval from the property owner. This approval shall contain any requirements which are a condition of the use of the site.
3. A copy of the property owner's approval shall be submitted along with the Contractor's request to the City Project Manager for approval for the use of the marshaling yard in connection with the project. An appropriate distance from adjacent property will be set by the City Project Manager on a case by case basis based on the size and type of equipment to be used on the project.
4. The yard shall be fenced and adequately dust-proofed in a manner such as to preclude tracking of mud onto paved or unpaved City streets.
5. Work in the yard shall be scheduled so as to comply with the City Noise Ordinance.
6. Equipment, materials, supplies, etc., shall be located so as to minimize impact on adjacent properties. A sound barrier may be required if deemed necessary by the City Project Manager.
7. The Contractor shall clean up property promptly upon completion of use and shall provide a signed property release as a condition of final acceptance.
8. Contractor's request for approval shall specify in detail how the Contractor proposes to comply with items 1 through 7 above.

Site Use and Clean-up: Fine grading of disturbed surfaces; spreading new decomposed granite on disturbed surfaces where it existed prior to construction; and returning staging areas and surrounding disturbed areas to their original condition (or better), including reseeded, if necessary. This bid/construction item also includes all costs associated with implementation of street sweeping as necessary to eliminate tracked dirt, mud, and debris from the project site onto paved surfaces via construction vehicle traffic and domestic traffic as a storm water management, pollution, and sediment control mitigation measure.

Dust Control: Sweeping and dust control shall be monitored and performed daily as needed and as may be directed by the City Inspector. Storage and staging areas shall be provided with security fencing, scrubber pad to keep from tracking dirt/mud onto street surfaces, frequent housekeeping cleanup, and restoration of site to a condition as good if not better than found prior to construction. Dust control measures (including spraying water and/or dust palliatives on disturbed ground surfaces) are to be employed as needed to minimize fugitive dust from project activities.

Measurement and Payment: Mobilization will be measured as a single complete lump sum (LS) item of work. Payment will be made at the lump sum (LS) price indicated on the Bid Schedule and as specified below. The total lump sum amount shall be considered full compensation for the work as described herein and necessary for complete mobilization to the site and demobilization and clean-up when leaving the site. The lump sum amount shall be considered full compensation for the all work associated with this bid item, whether specifically stated or not.

Payment will be made in two equal portions:

1. The first half of the payment shall be made with the Contractor's initial billing invoice and shall be 1/2 (50%) of the contract lump sum amount for mobilization and initial expenses.
2. The final half of the payment shall be made as part of the Contractor's final close-out billing invoice once the project has been fully completed and accepted by the City of Casa Grande and shall be 1/2 (50%) of the contract lump sum amount for demobilization and site restoration.

BID ALTERNATIVE 1 – ALTERNATE BID ITEM

The bid items that follow are associated with Bid Alternative 1 per the Bid Form and Bid Schedule. Note that only those bid items that are new alternate bid items are set forth below for Bid Alternative 1.

SOIL CEMENT TREATED SUBGRADE – 8” NET DEPTH

Specifications: Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, Section 311, Section 725, and other related sections and details.

Description: The provisions of Section 311, Placement and Construction of Cement Treated Subgrade, MAG Standard Specifications, apply to this bid item. Section 311.4.2, Application of Cement, shall be revised to add:

For bidding purposes only, the estimated content of cementitious material in the cement treated subgrade mixture shall be 10%. Prior to construction, the Contractor shall submit for approval a mix design that achieves a minimum compressive strength of 800 psi after 7 days. The actual amount of cement to be incorporated in the subgrade mixture shall be in accordance with the approved mix design.

After the Contractor has milled and removed the existing asphalt pavement, the Contractor shall then construct the cement treated subgrade to serve as a stabilized base for the subsequent asphalt pavement in accordance with MAG Section 311. The Contractor shall use a pug mill (or equivalent equipment) to ensure complete mixing and uniform distribution of the subbase materials, cement, and water for a more homogenous mix than can be otherwise obtained. The finished surface of the cement treated subgrade (stabilized base) shall conform to the elevations, grades, and slopes uniformly 3” below the existing street surfaces within the subdivision (correcting the profile and cross-section in the process).

Pay Item: Measurement for Soil Cement Treated Subgrade – 8” Net Depth will be based on the square yards (SY) of net 8” depth of soil cement treated subgrade constructed to the required extent and depth as measured on the ground by the City Inspector. Payment will be made at the bid unit price per square yard (SY) based on the measured quantity. Payment shall be considered full compensation for all work involved per the specification requirements.

INCIDENTAL ITEMS

Any and all items of work to be provided by the Contractor that are not specifically listed in the Bid Schedule will not be measured or paid for separately as they are considered “incidental” and “subsidiary” to the overall project. The cost associated with each incidental item of work shall be applied to its associated bid schedule line item or across all applicable bid schedule line items as most appropriate in the judgment of the Contractor.

The following is a list of some, but not all, construction or related work that shall be provided, and are considered “incidental” to the overall construction project. This work will not be paid for separately as a bid item.

• **Utility Adjustments**

Costs for all labor, materials, and equipment associated with the adjustment of water valve boxes, sanitary sewer manhole frames/covers, and any other utility box/cover, hand-hole, clean-out, or other fixtures to final grade. Such fixture adjustments, regardless of the nature and type, shall be made in accordance with MAG standard specifications and details. All costs for the utility fixture adjustments shall be considered subsidiary to and incidental to the work and the overall project. No separate measurement and payment shall be made for utility fixture adjustments of any type.

The following listing shows the approximate number of water valves and manholes that are known to be present in each phase of the project. There may be additional fixtures owned by other utility companies present in the project area as well that need to be adjusted to finished grade as well.

Western Manor	
Water Valves	0
Manholes	16
Survey Monuments	10
Caspita Y Grande	
Water Valves	0
Manholes	2
Survey Monuments	0

The estimated numbers of fixtures is provided as an aid and convenience to the Contractor for bidding purposes only. No measurement and payment will be made for fixture adjustment. No additional payment will be considered or made if the total count exceeds the estimated quantities.

✓ **Water Used by the Contractor for Construction Purposes**

The Contractor shall establish an account with the Arizona Water Company to purchase water used at a nominal rate for construction purposes. Arizona Water Company will provide a meter for this purpose so they have a record of water usage. The Contractor shall pay Arizona Water Company for the cost of water used for this project. The cost of water used and all associated work to obtain the water and administer the water account are incidental to the overall project.

✓ **Construction Staking of all Improvements**

Cost for all labor, materials, and equipment associated with construction surveying and staking including, but not limited to, information gathering of existing elevations and the staking of storm sewer lines, sanitary sewer lines, fixtures and appurtenances, utilities, removals and new paving, and any and all other associated improvements for construction purposes. Any survey monuments that are disturbed during construction activities shall be replaced at the Contractor's sole expense.

✓ **Quality Control Testing**

The Contractor is to provide all pre-construction, during construction, and post construction testing required by the MAG standards and the contract documents, including but not limited to; moisture density curve for subgrade preparation; gradations, plasticity index and liquid limits (Atterberg limits) for aggregates; in-place densities for embankment and aggregate materials; and mix designs, aggregate gradation, and asphalt content for hot-mix bituminous paving.

Testing frequency minimums shall be governed first by current the Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, and second by the Arizona Department of Transportation Materials Testing Manual-Series 900, Appendix C, and last by accepted industry standards.

The Contractor shall promptly submit to the City Project Manager all test reports and results of quality control testing within 24 hours of sampling. The City reserves the right to perform quality assurance testing on any of the construction items of work.

End of Technical Specifications Section

GENERAL REQUIREMENTS

1. PROJECT DESCRIPTION

This project encompasses work within two residential subdivisions:

The first is Western Manor Pavement Reconstruction Project located within the Western Manor residential subdivision generally located at the northeast corner of North Burriss Road and West Gila Bend Hwy (Hwy 84) within the City of Casa Grande.

The second is Caspita Y Grande Pavement Reconstruction Project is located within the Caspita Y Grande residential subdivision at the northeast corner of Pinal Ave. (Hwy 387) and E Viola Street. The project generally consists of the full depth reconstruction of the existing asphalt pavements between the existing PCC curb and gutter sections as follows:

- ✓ Asphalt pavement reconstruction – 3” AC on 8” ABC 37,719 SY

2. PRE-BID CONFERENCE

- A. No pre-bid conference will be held

3. SUBMITTING BIDS

- A. No bid will be considered unless it is made upon the proposal form(s) contained herein and submitted with the project proposal pamphlet containing all required supplemental information as described herein. No project proposal pamphlet shall be disassembled. All blank spaces for proposal prices must be filled in (in ink, typewritten, or printed) and the total base bid must be in clear legible numeric figures.
- B. A bid may be withdrawn at any time prior to the date and time set for opening of bids.
- C. Bids received after the time and date specified in the NOTICE OF BID will be returned unopened to the bidder.

4. SURETY (BID) BOND REQUIREMENTS

- A. No proposal will be read unless accompanied by a proposal guarantee in the form of a certified or cashier's check, or surety bond, in the amount of 10% of the bid amount. The guarantee shall be made payable to and shall be acceptable to the City of Casa Grande.
- B. Such bonds shall be executed solely by a surety company or company holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable to and shall be acceptable to the City of Casa Grande and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or

CITY OF CASA GRANDE – WESTERN MANOR/CASPITA Y GRANDE PAVEMENT RECONSTRUCTION PROJECT
whose principal office is maintained in this State, as required by law.

- C. The surety (bid) bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.
 - i. All proposal guarantees, except those of the three lowest qualified bidders, will be returned following the opening and checking of the bid proposals. The proposal guarantees of the three lowest qualified bidders will be returned after the contract documents have been executed with the awarded Contractor.

5. AWARD AND EXECUTION OF THE CONTRACT

- A. The contract will be awarded, or all bids rejected, as soon as practical after the date of the opening of bids, as stated in the NOTICE OF BID. **The City intends to award a contract within 90 days after the bid opening date**, unless otherwise agreed upon in writing by both parties to the contract.
- B. Award of this contract will be to the qualified bidder with the lowest bid price for the project as set forth in the Bid Proposal Form section of these contract documents. It is the intention of the City to award one contract for the entire project.
- C. Protest Procedure: Any bid protests shall be submitted in writing to the City Clerk, City of Casa Grande, 510 East Florence Boulevard, Casa Grande, AZ 85122, within 72 hours of the bid award notification. Protests must contain, at a minimum, the name, address and telephone number of the protester, the signature of the protester or its legal representative, evidence of authority to sign on behalf of the bidder, a detailed statement of the legal and factual grounds of the protest including copies of relevant data, and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, the City's Project Manager, and/or others, the City will respond to the protest. The City of Casa Grande reserves the right to reject any or all bids, to waive irregularities of information in any bid, and/or to take any steps determined prudent in order to resolve the protest.
- D. Bonds in the following amounts will be required to be submitted by the lowest qualified bidder within ten (10) working days after the notice of award and receipt of contract:
 - i. Bond for benefit of labor and material suppliers at 100 percent of the bid price.
 - ii. Bond for performance of contract at 100 percent of the bid price.
- E. Information relative to execution of the contract documents may be obtained from the Administrative Services Director, City of Casa Grande, 510 East Florence Boulevard, Casa Grande, Arizona 85122.

6. SPECIFICATIONS TO SUCCESSFUL BIDDERS

- A. The successful bidder will be provided with electronic files (PDF format) of the project plans, technical specifications, and contract documents. Unless otherwise specified in the Special

CITY OF CASA GRANDE – WESTERN MANOR/CASPITA Y GRANDE PAVEMENT RECONSTRUCTION PROJECT

Provisions, upon request, the successful bidder may obtain four additional sets of printed Plans, Contract Documents, and Technical Specifications for this project from the City at no cost.

- B. If the successful bidder desires more than the four sets of Contract Documents and Technical Specifications, the Contractor shall make arrangements with the City's Project Manager regarding the requested number of additional sets and pay the costs to reproduce the desired number of sets of project documents.

7. LIQUIDATED DAMAGES

- A. Liquidated damages in the amount of one thousand dollars (\$1,000.00) per calendar day may be assessed for each day the Work remains incomplete after the scheduled and agreed upon completion date.

8. QUANTITIES

- A. All quantities stated on the bid form are subject to adjustment as may be dictated by Project and/or City requirements. Quantities at variance with the stated bid quantities may be paid for as required during the term of the agreement at the bid unit prices, except as otherwise noted herein.

9. MEASUREMENT AND PAYMENT

- A. **Measurement and payment for all bid unit price pay items in the proposal shall be as indicated in the Technical Specifications section.**
- B. Measurement of the various items in the proposal shall be for each item of completed work, with no allowance for waste.
- C. **Payment for the various items in the bid proposal will be made at the unit price bid in the proposal and that shall be compensation *in full* for furnishing all materials, labor, tools, taxes, equipment, and appurtenances necessary to complete the work in a satisfactory manner as detailed in these contract documents and technical specifications. Each item, fixture, piece of equipment, etc., shall be completed with all necessary connections and appurtenances, for the satisfactory use and operation of said item, unless specifically called for otherwise in these proposal documents.**
- D. Total quantities indicated in the bid proposal are approximate and for bid comparison purposes only. Contractor will be paid for the quantity of items actually constructed as measured on the ground by the City Inspector, or as otherwise agreed to by the City and the Contractor.
- E. Partial progress payments may be made once a month based upon satisfactory completion of work in progress. No payment will be made for amounts less than Five Hundred Dollars (\$500.00), except to close out the project.

- F. A retainage of 10 percent shall be deducted from all partial payment requests up through completion of fifty percent (50%) of the scheduled construction activities. After completion of 50% of the scheduled construction, a retainage of 5 percent will be subtracted from all subsequent partial payment requests to insure satisfactory completion of the work by the Contractor. The entire retainage shall be released to the Contractor upon final acceptance of the project and the Contractor's final invoice.
 - i. In accordance with State Statutes, the Contractor may post securities in an escrow account in lieu of the 10% retention. The worth of the securities shall be of an amount equal to or greater than the 10% retention amount.

10. INSURANCE REQUIREMENTS

- A. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain, until the work is completed and accepted by the City, minimum insurance coverage as required by MAG Section 103 – AWARD AND EXECUTION OF THE CONTRACT, latest edition of the MAG Standard Specifications.
- B. Within ten (10) working days after notice of award and receipt of the contract, the Contractor shall submit to the City a "Certificate of Insurance" form completed by his insurance carrier or agent certifying that minimum insurance coverage's as required are in effect and will not be canceled or changed until 10 days after written notice is given to the City of Casa Grande.
- C. These insurance policies shall not expire until all work has been completed and the project has been accepted by the City of Casa Grande. 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 Casa Grande not less than five (5) days prior to the expiration date.
- D. The Contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the City of Casa Grande.
 - i. The certificate of insurance shall name as an additional insured the City of Casa Grande. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona, or countersigned by an agent of the carrier authorized to do business in the State of Arizona.
 - ii. Additionally, the Contractor will be required to purchase and maintain Worker's Compensation insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation insurance, including occupational disease provisions, for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor.
 - iii. Minimum required insurance coverages and amounts shall be in conformance with the requirements set forth in the sample form of contract included herein.

11. AFFIDAVIT FORMS

- A. **The Affidavit of Non-Collusion form in this bid/contract document packet must be filled out completely by each bidder prior to the time set for opening of bids, and submitted with the bid.**

12. CONSTRUCTION LAYOUT AND STAKES

- A. The contractor is solely responsible for providing all construction layout, staking, and surveying needed for the proper and accurate construction of the project.

13. CONSTRUCTION TESTING

- A. The Contractor is to provide all pre-construction, during construction, and post construction testing required by the MAG standards and the contract documents, including but not limited to; moisture density curve for subgrade preparation; gradations, plasticity index and liquid limits (Atterberg limits) for aggregates; in-place densities for embankment and aggregate materials; and mix designs, aggregate gradation, and asphalt content for hot-mix bituminous paving.
- B. Testing frequency minimums shall be governed first by current the Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, and second by the Arizona Department of Transportation Materials Testing Manual-Series 900, Appendix C, and last by accepted industry standards.
- C. The Contractor shall promptly submit to the City Project Manager all test reports and results of quality control testing within 24 hours of sampling. The City reserves the right to perform quality assurance testing on any of the construction items of work.
- D. The cost of source material testing, quality control, or any other tests that are required to certify that the materials comply with the plans and the specifications shall be borne solely by the Contractor and are subsidiary to and incidental to the overall project. All quality control testing shall be completed and found to be in compliance with the project requirements and specifications prior to the placement of any subsequent work.
- E. The City Engineer shall approve, in advance, the testing firm, personnel, and laboratory which will accomplish the quality control testing for the Contractor.
- F. Additional tests, required due to failure of the initial compliance testing, shall be paid for by the Contractor.
- G. Contractor shall give notice to the City Engineer and City Project Manager not less than three (3) working days in advance of when he will perform construction testing services in connection with any portion of the work.

14. PERMITS AND FEES

- A. Payment of fees for permits issued by the City of Casa Grande for work conducted within the City of Casa Grande right-of-way normally requiring a permit from the City will be waived for this City project, except as stipulated below.
- B. City business licenses will be required of the prime contractor and all subcontractors performing work within the City of Casa Grande.**
- C. Payment of City sales tax has not been waived by the City, and all applicable taxes, City or otherwise, shall be incorporated in the bid.**
- D. Payment of City landfill tipping fees for clean fill/milled material has been waived by the City Engineer. All other construction debris and waste materials are subject to standard City of Casa Grande landfill tipping fees and the associated costs shall be incorporated in the bid.**

15. CONTRACTORS LICENSE LAW

- A. Contractor shall comply with, and require all subcontractors to comply with, State and City Contractors License Laws, and shall be duly registered and licensed thereunder. Contractors shall comply with the provisions of "An Act to Regulate the Business of the Contracting", Title 32, Chapter 10, Arizona Revised Statutes, and "Rules and Regulations for Contractors", dated March 1969, or the latest revision thereof adopted under the provisions of A.R.S. Title 32, Chapter 10.

16. SUMMARY OF ITEMS TO BE SUBMITTED WITH BID

- A. The Bid Package submitted for this project shall contain the following:
 - ✓ Bid Proposal Forms
 - Bid Schedules
 - Evidence of contractor licensure by the State of Arizona
 - Minimum of three references with contact information for at least three similar project contracts
 - ✓ Certification of Bid
 - ✓ Affidavit on Non-Collusion
 - ✓ Surety (Bid) Bond
 - ✓ Proposed Construction Schedule

17. BID SUBMITTAL DEADLINE

Sealed bids shall be marked:

**BID FOR THE WESTERN MANOR/CASPITA Y GRANDE PAVEMENT
RECONSTRUCTION PROJECT FOR THE CITY OF CASA GRANDE
BID OPENING: TUESDAY, December 17, 2019, at 1:30 PM**

Sealed bids will be received on or before **Tuesday, December 17, 2019, at 1:30 PM** in the office of the City Clerk, Casa Grande City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122. Bids will be opened and read aloud immediately thereafter.

End of General Requirements Section

BID PROPOSAL FORM

**WESTERN MANOR/CASPITA Y GRANDE
PAVEMENT RECONSTRUCTION PROJECT**

Place _____

Date _____

City Clerk and City Engineer
City of Casa Grande
Casa Grande, Arizona

In compliance with the City’s invitation for bids and all conditions of the Contract Documents and Technical Specifications, the undersigned _____, a corporation organized under the laws of the State of Arizona; or a partnership consisting of _____*; or an individual trading as _____ in the City of _____;

having examined the Contract Documents, site of work, and being familiar with conditions to be met, hereby proposes and agrees to furnish and provide all equipment, supplies, materials, labor, and everything necessary for completion of the work described in the "NOTICE OF BID" and "INFORMATION FOR BIDDERS" for the City of Casa Grande, and to construct the same and install the equipment and materials therein for the Owner in a good and workmanlike manner and to the satisfaction of the Owner, through and under the direction and supervision of its Engineer, or their properly authorized agents, and strictly pursuant to and in conformity with the Contract Documents and Technical Specifications prepared by the Engineers for the Owner, and with such modification of same and other documents that may be made by the Owner through its Engineers or their properly authorized agents, as provided herein, at the prices stipulated for the work described on the bid schedule contained on the following pages:

*Insert names of president, secretary and treasurer of corporation

ADJUSTMENT OF PROJECT SCOPE BASED ON FUNDING LIMITS

The intent of this project is to perform as much of the proposed work as possible within the City's available budget. Therefore, the project has been divided into two (2) phases of work. The project will be awarded by phase based upon total of bids for phases up to the available budget amount including a suitable contingency.

QUANTITIES

The estimated quantities are approximate only and will vary from these totals.

BASIS FOR BID

The Bidder is required to bid each and every item in each and every bid schedule.

For each phase, the City will evaluate the total base bid amount as well as the total alternate bid amount (substituting the alternate line item with the denoted base line items) to determine the lowest bid prices per phase.

The bid with the lowest aggregate price for combined phases (may be Phase 1 only, or Phases 1 and 2) within the City's available budget amount shall be awarded the **WESTERN MANOR/CASPITA Y GRANDE RECONSTRUCTION PROJECT**. The City will award the number of phases possible up to the maximum budgetary amount available.

The City reserves the right to adjust the scope of the project by increasing or decreasing segments of streets to fit the total scope of work within the City's available budget amount, including a suitable contingency.

The selection of the full reconstruction (base bid) or the stabilized cement treated subgrade option (Alternative Bid Item) will be made by the City based on which option they deem to be in their best interests.

ACCEPTANCE OF BID PROPOSAL

The undersigned hereby declares that representatives of the Bidder have visited the site and have carefully examined the Contract Documents and Technical Specifications relating to the work covered by the above bid.

The undersigned understands that any quantities stated or implied in the specifications or elsewhere in the Contract Documents are approximate only, and are subject to increase or decrease, and hereby proposes to perform all quantities of work, as either increased or decreased, in accordance with the provisions of the technical specifications for the unit bid prices stipulated in the Bid Schedule.

The undersigned understands that all work associated with **WESTERN MANOR/CASPITA Y GRANDE PAVEMENT RECONSTRUCTION PROJECT** as specified for this contract shall be in accordance with the contract documents and technical specifications identified for the **WESTERN MANOR/CASPITA Y GRANDE PAVEMENT RECONSTRUCTION PROJECT**, all applicable Maricopa Association of Government's Uniform Standard Specifications and Details (2018 Revision), and all applicable requirements of the Manual on Uniform Traffic Control Devices (latest revision), except as otherwise required by the Project Contract Documents and Technical Specifications.

The undersigned understands that this Bid Proposal Form and Bid Schedule shall be submitted with a Proposal Guarantee of Certified Check, Cashier's Check, or Surety (Bid) Bond for an amount not less than 10 percent of the amount bid, along with a Certification of Bid form and a completed Affidavit of Non-Collusion.

The undersigned agrees that upon receipt of the Notice of Award from the City of Casa Grande, the Bidder/Contractor will execute the contract documents and furnish the required bonds and certificates of insurance prior to commencement of work.

The Work shall be completed within 120 calendar days beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining all necessary materials, supplies, and/or equipment needed to complete the work in its entirety.

CONSTRUCTION SCHEDULE

The bidder shall submit with the bid a proposed construction schedule for the project.

Upon award of the project, the Contractor shall submit a detailed construction schedule prior to the preconstruction conference that will be scheduled for the project.

**WESTERN MANOR/CASPITA Y GRANDE PAVEMENT RECONSTRUCTION PROJECT
PHASE 1 – WESTERN MANOR BID SCHEDULE**

Bidder's Name: _____

PHASE 1 – WESTERN MANOR BASE BID PROJECT BID SCHEDULE				
<i>Item No.</i>	<i>Item Description</i>	<i>Estimated Quantity</i>	<i>BID Unit Price</i>	<i>Total Extended BID Price</i>
1	MILL ASPHALT PAVEMENT SURFACE	26,333 SY	\$	\$
2	PLACE ASPHALT SURFACE COURSE – 3" DEPTH	26,333 SY	\$	\$
3	TRAFFIC CONTROL	1 LS	\$	\$
4	MOBILIZATION	1 LS	\$	\$
5	SCARIFY AND RECOMPACT SUBGRADE	10,000 CY	\$	\$
BID PRICE				\$
SALES TAX				\$
TOTAL BID PRICE				\$

PHASE 1 ALTERNATE BID ITEM PROPOSAL				
<i>Item No.</i>	<i>Item Description</i>	<i>Estimated Quantity</i>	<i>BID Unit Price</i>	<i>Total Extended BID Price</i>
6	SOIL CEMENT TREATED SUBGRADE – 8" NET DEPTH	26,333 SY	\$	\$

**WESTERN MANOR/CASPITA Y GRANDE PAVEMENT RECONSTRUCTION PROJECT
PHASE 2 – CASPITA Y GRANDE BID SCHEDULE**

Bidder's Name: _____

PHASE 2 BASE BID PROJECT BID SCHEDULE				
<i>Item No.</i>	<i>Item Description</i>	<i>Estimated Quantity</i>	<i>BID Unit Price</i>	<i>Total Extended BID Price</i>
1	MILL ASPHALT PAVEMENT SURFACE	11,386 SY	\$	\$
2	PLACE ASPHALT SURFACE COURSE – 3" DEPTH	11,386 SY	\$	\$
3	TRAFFIC CONTROL	1 LS	\$	\$
4	SCARIFY AND RECOMPACT SUBGRADE	10,000 CY	\$	\$
5	MOBILIZATION	1 LS	\$	\$
BID PRICE				\$
SALES TAX				\$
TOTAL BID PRICE				\$

PHASE 2 ALTERNATE BID ITEM PROPOSAL				
<i>Item No.</i>	<i>Item Description</i>	<i>Estimated Quantity</i>	<i>BID Unit Price</i>	<i>Total Extended BID Price</i>
6	SOIL CEMENT TREATED SUBGRADE – 8" NET DEPTH	11,386 SY	\$	\$

Respectfully submitted,

Contractor's Firm Name (Bidder) _____

By: _____
Officer & Title

ATTEST: _____

Officer & Title Bidder's Full Address

Witness (if Bidder is an Individual)

*Provide addresses of corporate officers or partners if different than business address:

The bidder hereby acknowledges receipt of and agrees his proposal is based on the preceding Addenda issued (line-out non-issued addendum number as appropriate):

Addendum Number	Issue Date	Acknowledgement Signature
ADDENDUM NO. 1		
ADDENDUM NO. 2		
ADDENDUM NO. 3		
ADDENDUM NO. 4		

Contractor's/Bidder's Signature _____

By: _____

License No. _____

Classification _____

CERTIFICATION OF BID

**WESTERN MANOR/CASPITA Y GRANDE
PAVEMENT RECONSTRUCTION PROJECT**

Corporate Name _____

Address _____

City, State, and Zip _____

Type of Entity _____

State of Incorporation _____

Phone Number _____

Casa Grande Business
License Number (if Applicable) _____

Signature of Authorized Officer _____

Print Name of Authorized Officer _____

Title of Authorized Signatory _____

Email: _____

Phone: _____

Bidder hereby certifies by signing and submitting this bid, which includes Notice of Bid, Information to Bidders, Technical Specifications, Bid Proposal Form, Issued Addenda, and Certification of Bid, that they have read, fully understand, and will comply with said invitation for bids and all associated bid documents.

End of Certification of Bid Form

AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA)
COUNTY OF) ss

(NAME)

BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he/she is _____
(TITLE)

of _____
(NAME OF BUSINESS)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he/she certifies as follows: That neither he/she nor anyone associated with the said

(NAME OF BUSINESS)

has, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Project:

**WESTERN MANOR/CASPITA Y GRANDE
PAVEMENT RECONSTRUCTION PROJECT**

(NAME)

(TITLE)

(NAME OF BUSINESS)

Subscribed and sworn to before me this _____ day of _____, 2020

(NOTARY PUBLIC)

My Commission Expires:

SURETY (BID) 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 Casa Grande as Obligee, in the sum of Ten Percent (10%) of the total amount of the bid of Principal, submitted to the City of Casa Grande 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.

WHEREAS, said Principal is herewith submitting its proposal for the City of Casa Grande:

WESTERN MANOR/CASPITA Y GRANDE PAVEMENT RECONSTRUCTION PROJECT.

NOW, THEREFORE, if the City of Casa Grande shall accept the proposal and give such Bonds and Certificates of Insurance as specified in the Contract Documents and Technical 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 Certificate of Insurance, if the Principal shall pay to the City of Casa Grande 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 _____, AD, 2020

Principal

Surety

Title

Title

Witness:

Witness:

End of Surety (Bid) Bond Form

PERFORMANCE BOND

**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 PREMISES:

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 Casa Grande, State of Arizona (hereinafter
call 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 intends to enter into a certain written contract with the Obligee for the
construction and installation of the **WESTERN MANOR/CASPITA Y GRANDE
PAVEMENT RECONSTRUCTION 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 is awarded
said contract and 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 in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands this ____ day of _____, 2020

PRINCIPAL SEAL

AGENCY OF RECORD

BY

SURETY SEAL

AGENCY ADDRESS

BY

End of Performance Bond Form

LABOR AND MATERIALS BOND

**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 PREMISES:

That, _____ (hereinafter called the 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 Casa Grande, State of Arizona (hereinafter call 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 intends to enter into a certain written contract with the Obligee for the construction and installation of the "**WESTERN MANOR/CASPITA Y GRANDE PAVEMENT RECONSTRUCTION PROJECT**" 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 is awarded said contract and 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 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 copies at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

WITNESS our hands this ____ day of _____, 2020

PRINCIPAL SEAL

AGENCY OF RECORD

BY

SURETY SEAL

AGENCY ADDRESS

BY

GENERAL CONDITIONS

1. GENERAL

EXCEPT AS MODIFIED WITHIN THESE GENERAL CONDITIONS,

PART 100, GENERAL CONDITIONS, of the "Uniform Standard Specifications for Public Works Construction" as published by the Maricopa Association of Governments (MAG), latest edition, except Sections 109 and 110, shall apply as listed below:

SECTION	GENERAL CONDITIONS
101	Abbreviations and Definitions
102	Bidding Requirements and Conditions
103	Award and Execution of Contract
104	Scope of Work
105	Control of Work
106	Control of Materials
107	Legal Relations and Responsibility to Public
108	Commencement, Prosecution and Progress

2. MODIFICATION TO SECTION 104, "SCOPE OF WORK"

104.1.2 Maintenance of Traffic

Delete first sentence and insert:

Contract operations shall be in accordance with the Manual on Uniform Traffic Control Devices, latest edition, as published by the Federal Highway Administration.

Add the following paragraphs:

Unless a full street closure is authorized by the City Engineer, a minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. All work that enters or crosses a major street must be done at times other than 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

The contractor shall not perform work over weekends, holidays, or during any special events that will be discussed during the kick-off meeting without written authorization from the City Engineer.

A travel lane shall be defined as a minimum ten feet of roadway width with a safe motor vehicle operating speed of twenty-five miles per hour.

A travel lane will not be considered as satisfactorily open to traffic until it has been graded reasonably smooth and is continually maintained dust free in an approved manner.

The Contractor shall provide and maintain all necessary traffic controls and must provide flashing arrow boards to protect and guide traffic for all work in the construction area.

The Contractor shall maintain all existing traffic signs erect, clean, and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect, clean, and in full view of the intended traffic at all times. If these signs interfere with construction, the Contractor shall notify the City Inspector at least 48 hours in advance for City forces to temporarily relocate said signs. City crews will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete.

Local access to all properties on the subject project shall be maintained at all possible times in the form of a safe and reasonably direct route to at least one major street. Whenever local access cannot be maintained, the Contractor shall notify the affected property owner or user and the Engineer at least twenty-four hours in advance.

Payment for the traffic control item shall be made at the contract lump sum price for TRAFFIC CONTROL.

104.1.4 Cleanup and Dust Control

In the third paragraph, replace the reference to "Maricopa County Bureau of Air Pollution Control" with "Pinal County Air Quality Control District".

Add the following five paragraphs:

The Contractor shall provide for the disposal of all waste products, debris, hazardous materials, and other undesirable material (including excess material) and shall make the necessary arrangements for such disposal.

The disposal of all waste products, debris, hazardous materials, and other undesirable material (including excess material) shall comply with all prevailing and applicable Federal, State, County and local laws, rules, regulations, codes, and procedures established for the handling, removal, transport, and disposal of the aforementioned items.

All structures, such as detector boxes, manhole covers, water valves, survey monuments and handholes, shall be restored to their original condition.

The Contractor shall be required to transport all millings and all excess material to the City landfill site.

The Contractor and his sub-contractors will be required to pay tipping charges and/or dumping fees for the disposal of any debris, rubble, or removal items hauled to the City of Casa Grande municipal landfill. No fee will be required for disposal of clean fill and/or asphalt millings at the City landfill.

104.2.2 [Alternation of Work] Due to Physical Conditions

Add the following paragraph:

All losses or damages 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 casualty whatsoever of every description, or from any physical conditions other than unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense. The Engineer's determination as to what constitutes an unusual obstruction or unusual difficulty shall be final.

3. MODIFICATION TO SECTION 105, "CONTROL OF WORK"

105.8 Construction Stakes, Lines and Grades

Add the following paragraph:

At all times survey staking performed for the completion of this project shall be supervised by a qualified civil engineer or qualified land surveyor registered to practice in the State of Arizona who shall be responsible for the accurate location of the work for completion of the work in accordance with the design concepts.

105.10 Inspection of Work

Add the following two paragraphs:

The Engineer will provide inspections on a periodic basis as a function of the work being performed by the Contractor. The Contractor, upon presumptive completion of each element of construction, shall request that the Engineer make an inspection of said element. The Contractor shall give notice to the Project Manager not less than three working days in advance of when he will require inspection services in conjunction with any element or portion of the work. The Contractor shall not proceed with the subsequent element of construction until such time as the Project Manager has approved the current work items and element. Should the Contractor proceed with any element without approval from Project Manager, the Owner may require the Contractor to remove any portion of the work occurring prior to authorization to proceed at the Contractor's expense with no compensation for materials and labor extended on the unauthorized work.

The Contractor shall not perform work over weekends or holidays for which inspection is required without written authorization from the Project Manager. Should the Contractor be allowed to perform such work over weekends or holidays, the Contractor shall bear the expense of all inspection and compliance testing required to be performed during such periods.

4. MODIFICATION TO SECTION 106, "CONTROL OF MATERIALS"

106.2 Samples and Tests of Materials

Delete the second paragraph and replace it with the following three paragraphs:

The cost of testing of source materials, quality control, or any other tests that are required to certify that the materials comply with the specifications shall be borne by the Contractor. These tests shall be conducted and completed prior to the placement of the material in the work. Results of such tests will be submitted to the Engineer for approval prior to placement of the materials that are within the Scope of Work.

The cost of initial or normal testing for quality control of the materials placed during the prosecution of the work shall be paid for by the Contractor or his representative at no cost to the Owner.

Additional testing required due to failure of the initial or normal testing shall also be paid for by the Contractor. The Project Manager will approve the laboratory which will accomplish the initial and additional testing prior to its use on the project.

5. MODIFICATION TO SECTION 107, "LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC"

107.2 Permits

Delete the section and rewrite as follows:

Costs for permits issued by the City of Casa Grande for work conducted within the City of Casa Grande's rights-of-way and/or as part of on-site development normally requiring a permit fee from the City will be waived.

Contractor and all subcontractors performing work within the City Limits of Casa Grande shall have a valid City business license and shall pay all applicable sales tax.

The Contractor shall be responsible for securing and paying for any hydrant meters required for furnishing site construction water including deposits and all fees required by the water provider, Arizona Water Company.

107.11 Contractor's Responsibility for Utility Property and Services

Add the following three paragraphs:

Existing utilities are present within the project corridors and areas. The Contractor shall notify all owners of utilities at least two working days prior to any construction and shall verify that all utilities have been "Blue Staked (Located)" prior to commencement of the work. The Contractor shall notify the Project Manager of any issues with actual utility locations or elevations prior to commencement of the work. The Contractor shall have repaired, in a manner satisfactory to the owner of the utility, any main, service, or facility that may be damaged during the progress of the work. The Contractor shall notify all owners of utilities as to when the work shall be in progress and shall make such arrangements as are necessary to make any emergency repair. No extra compensation will be made for the repair of any services, mains, or other facilities damaged by the Contractor's labor force or equipment, nor for any damages incurred through neglect, negligence, or failure to provide protective barriers, lights, and other devices or means required to protect all existing utilities.

Utility manholes/valves/boxes requiring raising, lowering, or relocation in the work area, shall be performed as needed with no additional cost to the project.

The work necessary for the raising, lowering, or relocation of utilities may be done by the owner of the utility or by the Contractor, at the option of the utility owner. All work shall be in accordance with the owner's standards. Relocation of utilities required to enable the timely completion of the work in accordance with the plans and contract documents, shall be at the City's expense unless the work is included in the project plans and specifications. Utilities or services that are called out in the plans or specifications to be relocated shall be paid for at the contract unit price in the Bid Proposal.

6. MODIFICATION TO SECTION 108, "COMMENCEMENT, PROSECUTION AND PROGRESS"

108.1 Notice to Proceed

Delete paragraphs A and B and insert the following paragraph:

Neither the Contractor nor any subcontractor shall commence work on the project prior to receipt of the written Notice to Proceed from the City. The Contractor shall commence work within 10 calendar days after the starting date specified in the Notice to Proceed. All work under the contract shall be completed within the number of calendar days stated in the Notice to Proceed, plus approved extensions, beginning with the day following the starting date specified in the Notice to Proceed. A pre-construction conference will be held prior to the beginning of the construction work.

108.4 Contractor's Construction Schedule

Add the following paragraphs:

Subsequent to the award of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the Engineer's acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an approved program of construction operations, as determined by the contracting agency. Within ten calendar days after the preliminary schedule, described above, has been approved by the Engineer, the Contractor shall submit a progress schedule, utilizing the critical path method scheduling technique, showing the order in which he/she proposes to carry out the work, the dates on which he/she will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to the City. The Contractor will not be granted an extension to the contract time or compensation for any damages as a result of the City's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the Engineer.

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into individual tasks and an analysis of the number of days required to perform each task. The schedule submitted to the City should highlight and identify the critical path for the project.

After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these General Conditions. The progress schedules shall be subject to the approval of the Engineer. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Engineer, the City may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is approved by the Engineer, to the City. Schedule changes requiring an increase in the City's engineering personnel on the project shall not be put into effect until the Engineer has approved such increase and made arrangements for the required additional personnel.

End of General Conditions Section

SPECIAL PROVISIONS

1. DEFINITIONS

- A. Section: Reference to a 'section' in these Specifications shall mean a Section of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments (MAG), latest revision. The provisions of MAG Uniform Standard Specifications and Details for Public Works Construction, which are not altered or modified by these Special Provisions or by any subsequently issued Addendum, shall apply to the contract even though the Contractor's attention is not specifically drawn to such provisions.
- B. Standard Detail: Reference to a MAG Standard Detail (MAG STD DET) in these specifications shall mean a standard detail drawing in the latest revision of the Uniform Standard Details for Public Works Construction, sponsored and distributed by Maricopa Association of Governments. Other supplemental details to the MAG Standard Details of various municipalities shall apply as noted and referenced.

2. LINES AND GRADES

All work under this Contract shall be built in accordance with the lines and grades approved by the Project Manager. The Contractor shall provide for setting line and grade boards or stakes. The Contractor shall keep the Project Manager informed as to grades and lines, in order that they may be furnished and all necessary measurements made for record and payment with a minimum of inconvenience to the City or of delay to the Contractor.

The Contractor shall be responsible for checking construction stakes for line and grade. If any discrepancies are found, the Contractor shall notify the Project Manager in writing prior to construction of any portion of work which discrepancy would affect in order to field check the staking and to make any adjustments and obtain re-staking of that portion of work. The Contractor shall be responsible for preserving all stakes set and shall take all steps necessary to insure that stakes are not disturbed or tampered with, and if in the area of any discrepancy, the stakes set are missing, moved or disturbed, the Contractor shall be responsible for the costs incurred to re-stake, remove, and replace that portion of project where the discrepancy occurs.

3. SUSPENSION OF WORK

The City reserves the right to suspend the work wholly or in part if deemed necessary and in the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract time in accordance with Section 108.

4. COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS

In all instances wherein the item and/or specifications require installation or construction in accordance with manufacturer's or supplier's recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

5. CONTROL OF WORK AND MATERIALS

Control of work and materials shall comply respectively with Sections 105 and 106 of MAG Specifications, except as modified by the General Conditions and these Special Provisions.

6. STOCKPILE OF MATERIALS

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

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

7. RECORD DRAWINGS

The Engineer shall maintain "Record (As-Built) Drawings", if Engineer determines they are necessary.

8. NORMAL WORKING HOURS

Regular Work Hours: The work required to be performed by the plans and specifications for the project shall be performed only during regular working hours, unless the City has authorized overtime work in accordance with the procedures set forth below. Unless otherwise approved by the City, normal working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday. Regular working hours shall not include Saturdays, Sundays or City recognized legal holidays.

Authorization and Costs: If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall make a written request to the City at least two business days prior to the scheduled overtime. The City reserves the right to deny the request to work overtime based on the best interest and needs of the City. If an overtime request is denied, the City may, at its sole discretion, extend the contract time at no additional costs to the City.

In the event the Contractor does perform overtime work, the Contractor shall be responsible to the City for all additional costs that may be incurred by the City as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG Section 108.5. However, the Contractor shall not be responsible for the City's costs incurred as a result of overtime work requested by the City.

9. HINDRANCES AND DELAYS

Except as otherwise provided herein, 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 Engineer, provided the Contractor shall give said Engineer immediate notice in writing of the cause of such delay.

In the event of a delay for which the City is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of City and Contractor at the time this Contract is executed, City and Contractor shall negotiate, in good faith, a payment by the City to Contractor for the expenses incurred by Contractor as a result of such delay. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, Engineer or other contractor employed by the City, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the contract time shall be extended by Change Order for such reasonable time as the Project Manager may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any subcontractor hired by Contractor.

End of Special Provisions Section

FORM OF CONTRACT

The sample form of contract is included herein on the following pages.

