

## PUBLIC NOTICE

### INVITATION TO BID CITY OF TOLLESON

Sealed bids for **CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT** will be received by the City of Tolleson in City Hall, until **10:00 a.m. Thursday, June 19, 2014**. At that time, bids will be publicly opened and read aloud in City Hall. Bidders are invited, but not required, to be present at the bid opening.

**PROJECT DESCRIPTION:** The project consists of capital improvements of the deficiencies listed in section 2 of the report dated January 4, 2013 on file with the City of Tolleson WWTP. Major structural improvements and correction are at the Clarifiers, Trickling filters, Minor line Pump Station, East Siphon Chamber, MCC # 4 building, Bar Screen Area and Primary Equipment Gallery. Some additional items were added this year. All items are listed in the Schedule.

Copies of the Contract Documents including General Contract Conditions for use in preparing bids may be obtained from Nyah Engineering, Inc. 5101 E. Libby Street, Scottsdale AZ 85254 at \$50 per set. **Checks must be made payable to Nyah Engineering, Inc.** The deposit will not be refunded to bidders. **All questions and requests for copies of Contract Documents should be directed to Prad Kshatriya at 602-697-8917.**

Each bidder's Bid shall be made on the form furnished in the Contract Documents.

Bid must be enclosed in a sealed envelope, together with a bid bond or certified check or cashier's check for ten percent (10%) of the total base bid,

**ADDRESSED TO:** City of Tolleson  
9555 W. Van Buren Street  
Tolleson, AZ 85353

**AND MARKED: CORROSION ISSUES IMPROVEMENTS FOR  
TOLLESON WASTE WATER TREATMENT PLANT**

The successful Bidder will be determined on the basis of the lowest responsive and responsible Proposal. The City of Tolleson reserves the right to reject any or all Proposals, to waive any informalities, or irregularities in the Proposals received, and to accept the Proposal which in its judgment best serves the interests of the City.

The successful Bidder will be required to furnish two (2) bonds in accordance with Arizona Revised Statutes Title 34. One (1) bond, to become effective upon award of the Contract, shall be a Performance Bond in a sum of one hundred percent (100%) of the

Contract price including any additions to the Contract. The Bond shall be effective throughout the installation period, including a one (1) year warranty period from the date of installation. The successful Bidder shall also furnish a Labor and Material Payment Bond, in the amount of one hundred percent (100%) of the Contract price, to become effective upon award.

Bid must be enclosed in a sealed envelope, together with a bid bond or certified check or cashier's check for ten percent (10%) of the total base bid.

**A pre-bid conference will be scheduled at the site of construction, Waste Water Treatment Plant – City of Tolleson, 9501 West Pima Road, Tolleson, AZ 85353 on Thursday, June 5, 2014 at 10:00 AM.**

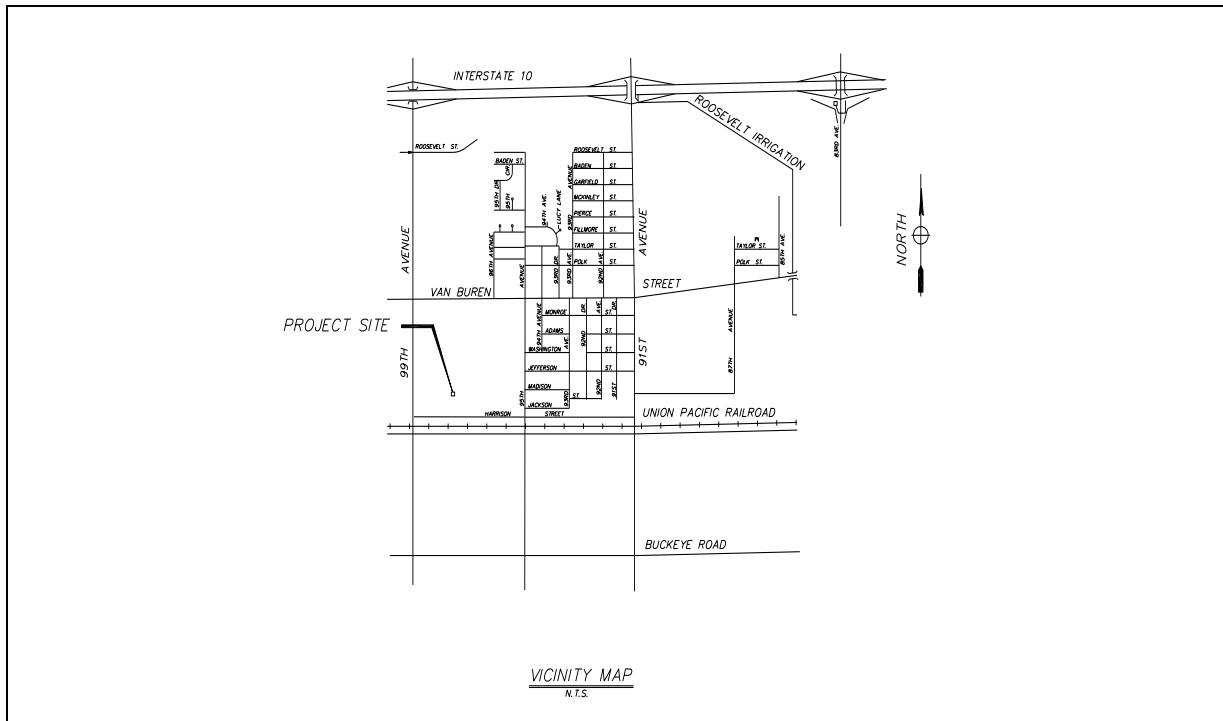
Notice Given By: Crystal Zamora  
Tolleson Deputy City Clerk  
Monday, April 28, 2014

Published in the: Arizona Business Gazette  
Thursday, May 8, 2014  
Thursday, May 15, 2014

# CONTRACT DOCUMENTS FOR CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT

BIDS ARE DUE AT THE TOLLESON CITY HALL  
ON OR BEFORE:

**10:00 a.m. Thursday, June 19, 2014**



**CITY OF TOLLESON  
9555 WEST VAN BUREN STREET  
TOLLESON, ARIZONA 85353  
(623) 936-7111**

5101 E. Libby Street Scottsdale, AZ 85254  
T. 602-697-8917 email: [pradk@nyahengineering.com](mailto:pradk@nyahengineering.com)

**INVITATION TO BID  
CITY OF TOLLESON**

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9555 W. Van Buren Street  
Tolleson, AZ 85353

**AND MARKED: CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER  
TREATMENT PLANT**

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Published: Arizona Business Gazette.

**CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT  
June 2014**

## CITY OF TOLLESON

### INSTRUCTIONS TO BIDDERS

#### GENERAL REQUIREMENTS

1. Before submitting a proposal, each bidder shall examine these instructions, the specifications contained herein and all pertinent drawings, and should visit the site of the proposed work in order to become fully informed concerning all existing conditions and limitations which may affect execution of the work.
2. Should any omission or ambiguities in the drawings or specifications be discovered during the examination of the Contract documents or upon visiting the job site, they should be brought to the attention of the OWNER or his authorized representative not later than ten (10) calendar days before bid opening date. All inquiries will be promptly reviewed and where necessary a clarifying written addendum will be issued and made a part of the Contract documents.
3. The bidders shall familiarize themselves with the provisions of applicable laws, codes and regulations of the Federal Government, State of Arizona, local agencies and municipalities that have jurisdictions at the location of the work. CONTRACTOR shall comply with, and require all subcontractors to comply with, State and local CONTRACTOR'S License Laws.

#### **ALL BIDS ARE TO BE MARKED: CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT**

4. **CONTRACT TIME AND LIQUIDATED DAMAGES:** All work on this Contract is to be completed within **one hundred and eighty (180) calendar days** following receipt of written Notice to Proceed. **Liquidated damages** in the amount of \$ **570** shall apply for each calendar day beyond the end of the Contract Time.

#### BIDS

In order to be eligible for consideration, all bids must adhere to the following provisions:

1. Bids shall be submitted on the Bid Schedule provided herewith or an accurate copy thereof. All blanks shall be complete and numbers shall be stated both in writing and in figures. Avoid all erasures, changes or additions on the Bid Schedule since these deviations may result in the OWNER'S rejection of the bid as not being responsive to the invitation.
2. The signatures must be in longhand and executed by a principal duly authorized to make contracts. The bidder's legal name must be fully stated.
3. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the Bidder.
4. Where materials, equipment, apparatus or other products are specified by manufacturer, brand name, type of catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the bid. Should the CONTRACTOR propose to furnish materials and equipment other than those specified, as permitted by the "or approved equal" clauses he shall submit a written request as an alternate to the base bid with his Bid for any or all substitutions. Such a request shall be accompanied by complete descriptive literature (manufacturer, brand name, catalog number, etc.) and technical data for all items and shall indicate any addition or deduction to the Contract price. Where such substitutions alter the design or space requirements indicated on the plans the CONTRACTOR shall include all items of cost for the revised design and construction including cost of all allied trades involved. Acceptance or rejections of the proposed substitutions will be made on the basis of whether or not the specifications are met and the OWNER'S best interests are served as determined by the authorized representative and the OWNER.

#### **CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT**

**June 2014**

5. Any bidder may withdraw his bid, either personally, by written request, or by telephone request, confirmed in writing, at any time **prior** to the scheduled closing time for receipt of bids.
6. All bids shall be submitted on the Form of Bid and delivered in sealed envelopes bearing on the outside, the name of the bidder, his address and the name of the project for which the bid is submitted. Each bid shall be filed with the Clerk of the City of Tolleson, 9555 West Van Buren Street, Tolleson, Arizona, 85353, on or before date and time specified. Bids will be opened and publicly read aloud. It is the sole responsibility of the bidder to deliver his bid in proper time. Any Bid received after the scheduled closing time previously stated will be returned to the bidder unopened.
7. The City of Tolleson reserves the right to reject any or all bids, to accept any bids or alternate bids and to waive any informality in bids received in considering the relative merits of the bids. The award of the Contract, if made, will be to the lowest responsive and responsible bidder.
8. This Invitation For Bids ("IFB") and resultant Contract is issued under the authority of the OWNER. No alteration hereof may be made without the express written approval of the OWNER in the form of an official IFB or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the OWNER including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or CONTRACTOR.
9. Bidders are invited to participate in the competitive bidding process for the materials outlined in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.
  - a. **Irregular/Non-responsive Bids.** The OWNER will consider as "irregular" or "non-responsive" and may reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the OWNER to make a reasonable determination of compliance to the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the OWNER:
    - (1) Bidder does not meet the minimum required skill, experience or requirements to perform the WORK or provide the Services.
    - (2) Bidder has a past record of not fulfilling contractual obligations.
    - (3) Bidder cannot demonstrate financial stability.
    - (4) Bid submission contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the OWNER in its evaluation of the Bid.
10. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The OWNER does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the OWNER and will not be returned.
11. A pre-bid conference will be scheduled at the site of construction, Waste Water Treatment Plant – City of Tolleson 9501 West Pima Road, Tolleson, AZ 85353 **on Thursday June 5, 2014 at 10:00 AM.**

**CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT  
June 2014**

## **GENERAL CONTRACT CONDITIONS**

### **A. DEFINITIONS**

1. The "CONTRACT" is set forth in the Bid Form and Contract Form and includes as part of the specifications the Invitation to Bid, Instructions to Bidders, General Contract Conditions, and Special Provisions, plus the contract drawings.
2. The "WORK" of the CONTRACTOR shall consist of furnishing all labor, materials, equipment, tools, contractor's equipment, supplies, transportation, superintendents' services, etc., necessary for the completion of the work shown, indicated or noted on drawings and/or on the specifications.
3. The word "OWNER" as used in these specifications, project drawings, or in the CONTRACT, refers to the City of Tolleson, City or CITY.
4. "CONTRACTOR" as used in these specifications or in the CONTRACT means the person, firm, or corporation with whom City of Tolleson has entered into contract to provide said services.
5. The authorized representative of the OWNER shall be Prad Kshatriya, Nyah Engineering, Inc.

### **B. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

1. The drawings and specifications are complementary and any WORK called for on the drawings and not mentioned in the specifications or vice-versa, shall be performed as though fully set forth in both. In case of differences or conflicts between the specifications and drawings, the specifications will govern; figured dimensions shall take precedence over general drawings. Detail representations having the larger scale shall govern. The CONTRACTOR shall be responsible for certifying all grades, lines, levels and dimensions indicated on drawings and shall promptly report any inconsistencies before preparing shop drawings or before any WORK is fabricated or constructed.
2. In case of any discrepancy either in the drawings or in the specifications, the matter shall be promptly brought to the attention of the authorized representative, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without prior approval by the authorized representative shall be at his own risk and expense. The CONTRACTOR shall check and coordinate the WORK sufficiently in advance to minimize any delays that may result from a need to implement corrective action for an error or omission in the contract documents.

### **C. APPLICABLE LICENSES, LAWS, RULES AND REGULATIONS**

1. The CONTRACTOR shall, without additional expense to the OWNER, be responsible for obtaining a City of Tolleson business license and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations in connection with the execution of the WORK.
2. The CONTRACTOR shall include in the WORK any labor, materials, services, apparatus or drawings in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on drawings and/or specified.

### **D. PROTECTION OF WORK, PEOPLE AND PROPERTY**

1. The CONTRACTOR shall continuously maintain adequate protection of all WORK from damage and shall protect the OWNER'S property from injury or loss arising in connection with this CONTRACT. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the OWNER, or due to causes beyond the CONTRACTOR'S control and not to his fault or negligence. He shall adequately protect adjacent property as provided by law and the Contract Documents.

## **CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT**

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2. The CONTRACTOR shall take all necessary precautions for the safety of employees on the WORK site, including confined spaces safety, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and Engineering or Traffic codes to prevent accidents or injury to persons on, about or adjacent to the premises where the WORK is being performed.
3. The CONTRACTOR shall construct and maintain substantial fences and/or barricades around all open excavations and around walks and driveways during the time of construction, not only on public property, but also on the building site. The CONTRACTOR shall provide warning lights and take other safety precautions as required by ordinances and safety regulations or commonly accepted safety practices, or as required by the OWNER.

#### **E. UTILITIES FOR CONSTRUCTION**

The CONTRACTOR shall make all arrangements for and shall provide and pay for the main supply of all temporary utility services as needed in the prosecution of the WORK.

#### **F. SUPERVISION OF THE WORK**

The CONTRACTOR shall keep on this project a competent Superintendent and any necessary assistants, all satisfactory to the OWNER. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be binding as if given to the CONTRACTOR.

#### **G. WORKMANSHIP**

1. Where not more specifically described in any of the various sections of these Specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion.
2. All WORK shall be executed by skilled journeymen, laborers or mechanics thoroughly trained in their respective lines of WORK.
3. When completed, all parts shall have been durably and substantially built and shall present a neat, workmanlike appearance.

#### **H. SHOP DRAWINGS, SAMPLES, AND EQUIPMENT BROCHURES**

Detailed dimension shop drawings, samples, and/or equipment brochures and catalog cuts shall be submitted on all materials and equipment as required by other sections of this specification or the drawings or as specified by the OWNER. The CONTRACTOR shall submit five bound copies of each shop drawings to the authorized representative for approval. These items submitted for approval will be promptly reviewed, three copies of each submittal item retained and the remainder returned to the CONTRACTOR. No equipment or materials should be ordered until these shop drawings, samples, and/or brochures have been approved by the OWNER'S representative.

#### **I. SITE INVESTIGATION AND REPRESENTATIONS**

1. CONTRACTOR acknowledges satisfaction as to the nature and location of the WORK, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, the conformation and condition of the ground, the character and quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed preliminary to and during the progression of the WORK, and all other matters which can in any way affect the WORK or the cost thereof under this CONTRACT. Any failure by the CONTRACTOR to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the WORK.



2. The OWNER assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the negotiation and execution of this CONTRACT, unless (1) such understanding or representations are expressly stated in the CONTRACT; and (2) the CONTRACT expressly provides that responsibility therefore is assumed by the OWNER.

#### **J. CONTRACTOR'S RESPONSIBILITY**

1. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER and each council member, officer, employee or agent thereof (the OWNER and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by or based upon the negligent acts, recklessness or intentional misconduct of the CONTRACTOR, its officers, employees, agents, or any tier of Subcontractor in connection with CONTRACTOR'S work or services in the performance of this CONTRACT. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this Section.
2. The CONTRACTOR assumes full responsibility for the safekeeping of all materials and equipment and for the protection of all unfinished WORK until final acceptance by the OWNER, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.
3. The CONTRACTOR must indemnify and save harmless the OWNER for, from and against any claims filed for non-payment of his bills in connection with the CONTRACT WORK.
4. The CONTRACTOR shall be responsible for providing all construction staking and surveying needed to construct the work in accordance with the Plans and Specifications, and shall include such costs in his bid for the applicable items of work.
5. The CONTRACTOR, at the completion of the project, shall provide to the authorized representative of the OWNER manufacturers' equipment operation manuals and instructions; and a complete listing of all fixtures and components installed by the CONTRACTOR and his subcontractors which includes the manufacturer's name, parts number and specifications.

#### **K. USE OF PREMISES**

1. The CONTRACTOR shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the authorized representative and shall not unreasonably encumber the premises with his materials.
2. Any damages caused to lawns, shrubs, windows, buildings, etc., shall be immediately repaired or replaced at no expense to the OWNER. The CONTRACTOR shall be responsible for the proper care and protection of all his materials, equipment, etc. They may be stored on the premises but placing of same shall be subject to the approval of the authorized representative.
3. Access to the WWTP property and the site, and designation of parking areas for CONTRACTOR vehicles shall be in accordance with directives of the authorized representative. In no way shall CONTRACTOR'S WORK or use of the premises disrupt the OWNER'S use and operation of the WWTP or OWNER'S other use of the site, and CONTRACTOR shall follow OWNER'S directions regarding such use to minimize any disruption of OWNER'S operation.
4. CONTRACTOR'S hours of WORK, including its start and finishing times, shall be subject to approval by the OWNER. Any WORK CONTRACTOR would like to schedule on Saturday, Sunday or holidays must be approved by the City prior to such work being scheduled.

### **CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT**

**June 2014**

5. CONTRACTOR shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the OWNER from any liability for damages or expenses which may be caused to or sustained by CONTRACTOR by reason of such changes or by reason of delays in the WORK, whether caused in whole or in part by conduct on the part of the OWNER, including without limitation, any breach of this CONTRACT or delays by other contractors or Subcontractors. CONTRACTOR'S exclusive remedy in event of delay by the OWNER shall be an extension of time hereunder to complete the WORK.
6. CONTRACTOR shall assume the risk of loss occasioned by fire, theft or other damage to materials, machinery, apparatus, tools and equipment relating to the WORK prior to actual installation in final place on the Project and acceptance by the OWNER. CONTRACTOR shall be responsible for damage to the materials, machinery, apparatus, tools, equipment and property of the OWNER and other contractors resulting from the acts or omissions of its Subcontractors, employees, agents, representatives subcontractors, and for payment of the full costs of repair or replacement of any said damage.

#### **L. OTHER CONTRACTS**

The OWNER may undertake or award other contracts for additional WORK or may undertake additional WORK with its own forces at the job site simultaneously with the WORK under this CONTRACT. The CONTRACTOR shall fully cooperate with such other CONTRACTORS or OWNER'S employees and shall fit his own WORK to such additional WORK as may be directed by the OWNER. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of WORK of any other CONTRACTOR or OWNER'S employees.

#### **M. CONTRACTOR'S INSURANCE**

The CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum requirements.

1. Evidence of Insurance - Prior to commencing any work or services under this CONTRACT, CONTRACTOR will provide the OWNER with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this CONTRACT, issued by CONTRACTOR'S insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions and limits of coverage specified in this CONTRACT and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this CONTRACT. The OWNER shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this CONTRACT. In the event any insurance policy required by this CONTRACT is written on a "claims made" basis, coverage shall extend for two years past Final Completion and the OWNER'S acceptance of the CONTRACTOR'S work or services and as evidenced by annual certificates of insurance. If any of the policies required by this CONTRACT expire during the life of this CONTRACT, it shall be CONTRACTOR'S responsibility to forward renewal certificates and declaration page(s) to the OWNER 30 days prior to the expiration date. All certificates of insurance and declarations required by this CONTRACT shall be identified by referencing this CONTRACT number and title. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate CONTRACT number and title. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing a CONTRACT number will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:
  - a. The OWNER, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- (1) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
  - (2) Auto Liability - Under ISO Form CA 20 48 or equivalent.
  - (3) Excess Liability - Follow Form to underlying insurance.
- b. CONTRACTOR'S insurance shall be primary insurance as respects performance of the CONTRACT.
- c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against OWNER, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by CONTRACTOR under this CONTRACT.
2. Compensation Insurance - Worker's Compensation Insurance shall be provided for all of his employees employed at the site of the project and, in case any WORK is sublet, the CONTRACTOR shall require the subcontractor similarly to provide worker's Compensation Insurance for all of the latter's employees to be engaged at the site of the project unless such employees are covered by the protection afforded by the CONTRACTOR'S workers Compensation Insurance. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the project is not protected under the worker's Compensation Statute, the CONTRACTOR shall provide, and shall cause each subcontractor to provide, protection equal to that required by law for the protection of his employees not otherwise protected.
  3. General Liability Insurance - With a minimum combined single limit of \$1,000,000 each occurrence. The policy shall include coverage for bodily injury and personal injury, broad form property damage, blanket contractual, CONTRACTORS protective, products/completed operations, explosion and collapse, and underground hazards.
  4. Comprehensive Auto Liability Insurance - With a combined single limit for bodily injury and property damage of no less than \$1,000,000 each occurrence, with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to our utilized in the performance of this CONTRACT.
  5. The insurance/policies provided by the CONTRACTOR shall be issued by a company which is acceptable to the OWNER and shall name the City of Tolleson as an additional insured in respect to liability arising in any manner out of the performance of any contract entered into between the named insured and The City of Tolleson or liability arising out of any services provided or duty performed by any party as required by statute, law, purchase order or otherwise required. The insurance policies shall specify that insurance afforded the CONTRACTOR shall be primary insurance, and that any insurance coverage carried by The City of Tolleson or its employees shall be excess coverage, and not contributory coverage to that provided by the CONTRACTOR.
  6. The CONTRACTOR shall furnish The City of Tolleson with a Certificate of Insurance as required by this Section prior to issuance of a Notice to Proceed.
  7. Each of the Certificates of Insurance shall contain a clause substantially in the following words:

**"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until ten (10) working days after receipt by the City of a written notice of such cancellation or reduction in coverage, as evidenced by receipt of a registered letter."**
  8. Such insurance coverage obtained by the CONTRACTOR, other than Worker's Compensation Coverage, shall name the City, the City Engineer, the Design Engineer, and their directors, officers, principals, agents, attorneys, and employees as Additional Insured.

## **N. NONDISCRIMINATION OF LABOR**

### **CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT**

**June 2014**

Equal Employment Opportunity - In connection with performance of the WORK under this CONTRACT, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin. The aforesaid provision shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post hereafter in a conspicuous place, available for employees and applicants for employment, notices to be provided by the OWNER, setting forth the provisions of this nondiscrimination clause. To meet the requirements of Executive Order 11246, as amended, dated May 8, 1978, the CONTRACTOR agrees to insert the above Equal Opportunity Clause in all subcontracts hereunder except suppliers of commercial supplies or raw materials.

#### **O. SALES AND USE TAX**

All applicable sales, use and other taxes shall be included in the Bid Amount. The CONTRACTOR agrees to comply with and to require all of his subcontractors to comply with all provisions of the Arizona State Sales Tax Law and all amendments to same. The CONTRACTOR further agrees to indemnify and save harmless the City of Tolleson of and from any and all claims and demand made against it by virtue of the failure of the CONTRACTOR or any subcontractor to comply with the provisions of any or all said laws and amendments.

#### **P. CHANGES IN WORK**

1. The OWNER may, from time to time, by written instructions or drawings issued to the CONTRACTOR, make changes in the drawings and specifications, issue additional instructions, require additional WORK, or direct the omission of WORK previously ordered, and the provisions of the CONTRACT shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original drawings and specifications.
2. If such changes are likely to cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of the CONTRACT, the OWNER will execute a formal Change Order based on detailed quotations received from the CONTRACTOR for the WORK related to the change. Change Orders affecting CONTRACT amount or time may be subject to approval by the City Council.

#### **Q. OWNER'S RIGHT TO CARRY OUT THE WORK**

If the CONTRACTOR defaults or neglects to carry out the WORK in accordance with the CONTRACT Documents or fails to perform any provision of the CONTRACT, the OWNER may, after seven days written notice to the CONTRACTOR and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the OWNER.

#### **R. TIME FOR COMPLETION AND LIQUIDATION DAMAGES**

1. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning, rate of progress, and the time for completion of the WORK be done hereunder, are **Essential Conditions** of this CONTRACT, and it is further mutually understood and agreed that the WORK embraced in this CONTRACT shall be commenced on the date of "**Notice to Proceed.**" The CONTRACTOR agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time stated in the Bid. CONTRACTOR also shall consider that the OWNER needs the complete use of the facilities as quickly as possible.
2. In the event that the CONTRACTOR shall neglect, fail or refuse to complete the WORK within the time specified, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this CONTRACT, to pay to the OWNER \$ 570 per day, not as a penalty, but as liquidated damages for such

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breach of contract hereinafter set forth for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT for completing the WORK. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the OWNER would in such event sustain.

3. Extensions of Time.

- a. Allowable Extensions. An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting the WORK. The CONTRACTOR shall be entitled to general condition costs and extra costs related to the excusable delay for idle labor, equipment inefficiency and lost productivity of the performance of the WORK. The CONTRACTOR must submit evidence reasonably satisfactory to the OWNER substantiating such costs. Such adjustment to the Price and Substantial Completion date shall be issued in a Change Order.
- b. Excusable Delay. To the extent any of the following events results in an actual delay in the WORK, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):
  - (1) Delays resulting from Force Majeure.
  - (2) Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the CONTRACTOR in preparing the Schedule, including, without limitation, archaeological finds and soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines and water conditions.
  - (3) Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the site by the CONTRACTOR.
  - (4) Delays resulting from changes in Applicable Laws occurring after the date of execution of this CONTRACT.
  - (5) Delays occurring due to the acts or omissions of the OWNER and those within the control of the OWNER.
  - (6) Delays occurring due to the acts or omissions of a utility, so long as CONTRACTOR has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by CONTRACTOR to avoid the delay.
  - (7) Delays resulting from weather conditions which make it unreasonable to perform the WORK in accordance with the Schedule.
- c. Required Notice. In order to obtain an extension of time due to an Excusable Delay, the CONTRACTOR shall comply with the following requirements. The CONTRACTOR shall notify the Engineer in writing of the Excusable Delay as soon as practicable, but in no event more than seven Days after the CONTRACTOR becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of days the CONTRACTOR expects to be delayed. After the cessation of the Excusable Delay, the CONTRACTOR shall notify the Engineer of the number of days the CONTRACTOR believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the OWNER, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this Subsection.
- d. Determination. Within ten days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which

the WORK has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Engineer will provide the CONTRACTOR with written notice of Engineer's determination of the respective number of days of Excusable Delay and/or Inexcusable Delay within ten days after receipt by the Engineer of the CONTRACTOR'S written request for such determination. The CONTRACTOR shall not, however, deem an issuance by the Engineer of such a determination to be a concurrence of the matters set forth therein, and the CONTRACTOR may invoke the dispute resolution procedures set forth in Part B below with respect to such determination.

- e. Concurrent Delay. To the extent the CONTRACTOR is entitled to an extension of time due to an Excusable Delay, but the performance of the WORK would have been suspended, delayed or interrupted by the fault or neglect of the CONTRACTOR or by an Inexcusable Delay, the CONTRACTOR shall not be entitled to any additional costs for the period of such concurrency.

#### **S. REMOVAL OF RUBBISH AND FINAL CLEAN-UP**

The CONTRACTOR shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by his employees or WORK. No burning of trash or debris will be permitted on the site. The CONTRACTOR is responsible for locating sites and making arrangements for disposal of all materials removed from the site. Upon completion of the WORK under his CONTRACT, the CONTRACTOR shall remove all temporary structures, superfluous and waste materials of whatever kind both within buildings and around the site generally. The CONTRACTOR shall leave improvements in a "broom clean" condition and shall be responsible for the removal of all stains, paint spots, and accumulated debris, dirt or dust caused by both his operation and those of his subcontractors.

#### **T. GUARANTEE-WARRANTY**

1. The CONTRACTOR shall, and hereby does warrant and guarantee that all WORK performed under this CONTRACT will be free from defects of materials and workmanship for a period of twelve (12) months from the date of final acceptance of this WORK.
2. CONTRACTOR agrees that he will, at his own expense, repair and replace all such defective WORK which is found to be defective during the term of this warranty. Should CONTRACTOR fail to repair or replace such defective material and/or Workmanship within thirty (30) days after written notice from OWNER, the OWNER may perform the necessary WORK; and CONTRACTOR hereby agrees to reimburse the OWNER for actual cost.

#### **U. FINAL INSPECTION, ACCEPTANCE AND PAYMENT**

1. The CONTRACTOR shall call for a final inspection of the WORK only after he has determined that all items of WORK have been completed in accordance with the CONTRACT plans and specifications.
2. When the project WORK is deemed substantially complete and suitable for occupancy and/or use by the OWNER, a Certificate of Substantial Completion will be issued establishing the warranty period start date.
3. Applications for final payment will not be accepted and processed until the OWNER'S authorized representative is satisfied that the WORK is satisfactorily completed, including "punch list" items; and that all manuals, documents, guarantees and "as built" drawings have been received.
4. Payments to CONTRACTOR - Upon prior written approval from the OWNER, payment shall be conditioned upon CONTRACTOR'S compliance with the payment terms and conditions set forth below. CONTRACTOR expressly acknowledges and agrees that (A) the CONTRACT Price is an estimated amount based upon an engineer's estimate of the quantities of the materials deemed necessary to perform the WORK and (B) the amount of any payment to be made pursuant to this CONTRACT shall be determined by the field-measured quantities of materials actually installed by

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CONTRACTOR. Material or equipment delivered to the Project by or on behalf of CONTRACTOR shall not constitute material or equipment furnished in the performance of the WORK until same has been incorporated into the improvements constituting the Project. Payment shall not constitute acceptance by the OWNER or evidence thereof of any WORK performed.

a. Form of Payment. The OWNER may pay CONTRACTOR by check made payable to CONTRACTOR or by joint check made payable to CONTRACTOR and any Subcontractor, lower-tier subcontractor or material men.

b. Progress Payments.

(1) On or before the 15th day of each month after work has commenced, the CONTRACTOR shall submit to the OWNER an application for payment consisting of the cost of the WORK performed up to the end of the prior month, including the cost of material stored on the site or at other locations approved by the OWNER. Prior to submission of the next application for payment, the CONTRACTOR shall make available at the request of the OWNER a statement accounting for the disbursement of funds received under the previous application for purposes of audit. The extent of such statement shall be as agreed upon between the OWNER and CONTRACTOR.

(2) Within 14 days after approval of each monthly application for payment, the OWNER shall pay directly to the CONTRACTOR the appropriate amount for which application for payment is made, less amounts (a) previously paid by the OWNER, (b) sufficient to pay expenses the OWNER reasonably expects to incur in correcting deficiencies which are set forth in writing and provided to the CONTRACTOR and (c) any retainage as set forth in Subsection U.4.c below.

(3) The CONTRACTOR warrants and guarantees the title to all WORK, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the OWNER upon receipt of such payment by the CONTRACTOR free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens."

(4) The OWNER'S progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any WORK not conforming to the requirements of this CONTRACT.

(5) Upon Substantial Completion of the WORK, the OWNER shall pay the CONTRACTOR the unpaid balance of the cost of the WORK, less a sum equal to the CONTRACTOR'S estimated cost of completing any unfinished items as agreed to between the OWNER and the Construction Manager as to extent and time for Final Completion. The OWNER thereafter shall pay the CONTRACTOR monthly the amount retained for unfinished items as each item is completed.

c. Retainage. With respect to the WORK, the OWNER shall retain ten per cent (10%) of the amount of each estimate until Final Completion and acceptance of all material, equipment and work covered by this CONTRACT.

(1) Any securities submitted by CONTRACTOR in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the OWNER. The OWNER shall be listed as payee or multiple payees with CONTRACTOR on all such securities.

(2) When the WORK is fifty per cent (50%) completed, one-half of the amount retained shall be paid to the CONTRACTOR on the CONTRACTOR'S request, provided the CONTRACTOR is making satisfactory progress on the WORK and there is no specific cause or claim requiring a greater amount to be retained. After the construction WORK is fifty per cent (50%) completed, no more than five per cent (5%) of the amount of any subsequent progress payments made under this CONTRACT may be retained, provided the CONTRACTOR is

making satisfactory progress on the Project. If, at any time, the OWNER determines satisfactory progress is not being made, ten per cent (10%) retention shall be reinstated for all progress payments made under this CONTRACT after the determination.

5. Substantial Completion - When the CONTRACTOR considers that the WORK is Substantially Complete, the Engineer shall prepare and submit to the CONTRACTOR a comprehensive list of Punch List items, which the OWNER may edit and supplement. The CONTRACTOR shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the CONTRACTOR to complete all WORK in accordance with this CONTRACT. Upon receipt of the Punch List, the OWNER will make an inspection to determine whether Substantial Completion has occurred and if so, a Certificate of Substantial Completion shall be issued stating the date of Substantial Completion. The OWNER and the CONTRACTOR shall execute the Certificate of Substantial Completion. If the OWNER and the CONTRACTOR cannot agree as to the appropriate date of Substantial Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article III, Subpart B below. Notwithstanding such disagreement, the CONTRACTOR shall diligently proceed with completion of the Punch List items. Warranties required by this CONTRACT shall commence on the date of Substantial Completion or designated portion thereof unless otherwise provided in this CONTRACT.
6. Final Payment.
  - a. Final payment, consisting of the unpaid balance of the cost of the WORK shall be due and payable at Final Completion and accepted by the OWNER. Before issuance of final payment, the OWNER may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the WORK have been paid or otherwise satisfied.
  - b. In making final payment the OWNER waives all claims except for:
    - (1) Outstanding liens.
    - (2) Improper workmanship or defective materials.
    - (3) WORK not in conformance with this CONTRACT or work not completed.
    - (4) Terms of any special warranties required by this CONTRACT.
    - (5) Delivery to OWNER of all warranties, operation and maintenance manuals, "AS-BUILT" record drawings and other documents as required by this CONTRACT.
    - (6) Right to audit CONTRACTOR records for a period of three years.
    - (7) Claims previously made in writing and which remain unsettled.
  - c. Acceptance of final payment by the CONTRACTOR shall constitute a waiver of affirmative claims by the CONTRACTOR, except those previously made in writing and identified as unsettled at the time of final payment.

**V. MISCELLANEOUS**

1. Applicable Law; Venue - In the performance of this CONTRACT, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Tolleson, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this CONTRACT. This CONTRACT shall be governed by the laws of the State of Arizona and suit pertaining to this CONTRACT may be brought only in courts in the State of Arizona.



2. Cancellation - This CONTRACT is subject to the provisions of ARIZ. REV. STAT. § 38-511; the OWNER may cancel this CONTRACT without penalty or further obligations by the OWNER or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this CONTRACT on behalf of the OWNER or any of its departments or agencies is, at any time while the CONTRACT or any extension of the CONTRACT is in effect, an employee of any other party to the CONTRACT in any capacity or a consultant to any other party of the CONTRACT with respect to the subject matter of the CONTRACT.
3. Contract Amendments - This CONTRACT may be modified only by a written CONTRACT Amendment approved by the City Council and signed by persons duly authorized to enter into contracts on behalf of the OWNER and the CONTRACTOR; provided, however, that Change Orders may be issued and approved administratively by the OWNER when such changes do not alter the CONTRACT Price.
4. Provisions Required By Law - Each and every provision of law and any clause required by law to be in the CONTRACT will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the CONTRACT will forthwith be physically amended to make such insertion or correction.
5. Severability - The provisions of this CONTRACT are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the CONTRACT which may remain in effect without the invalid provision or application.
6. Relationship of the Parties - It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The CONTRACTOR is advised that taxes or Social Security payments will not be withheld from any OWNER payments issued hereunder and that the CONTRACTOR should make arrangements to directly pay such expenses, if any.
7. Interpretation-Parol Evidence - This CONTRACT represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this CONTRACT are hereby revoked and superseded by this CONTRACT. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this CONTRACT. This CONTRACT may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both parties. Any attempt at oral modification of this CONTRACT shall be void and of no effect.
8. Assignment-Delegation - No right or interest in this CONTRACT shall be assigned by CONTRACTOR without prior, written permission of the OWNER and no delegation of any duty of CONTRACTOR shall be made without prior, written permission of the OWNER.
9. Subcontracts - No subcontract shall be entered into by the CONTRACTOR with any other party to furnish any of the material, service or construction specified herein without the prior written approval of the OWNER. A CONTRACTOR acting as prime CONTRACTOR shall itemize in its Bid all Subcontractors that shall be utilized on the Project. Any substitution of Subcontractors by the CONTRACTOR must receive OWNER approval prior to such substitution and any cost savings will be reduced from the CONTRACTOR'S bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract as if the Subcontractor were the CONTRACTOR referred to herein. The CONTRACTOR is responsible for CONTRACT performance whether or not Subcontractors are used.

10. Rights and Remedies - No provision in this CONTRACT shall be construed, expressly or by implication, as waiver by the OWNER of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this CONTRACT. The failure of the OWNER to insist upon the strict performance of any term or condition of this CONTRACT or to exercise or delay the exercise of any right or remedy provided in this CONTRACT, or by law, or the OWNER'S acceptance of and payment for materials or services, shall not release the CONTRACTOR from any responsibilities or obligations imposed by this CONTRACT or by law, and shall not be deemed a waiver of any right of the OWNER to insist upon the strict performance of this CONTRACT.
11. Notices and Requests - Any notice or other communication required or permitted to be given under this CONTRACT shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the OWNER: City of Tolleson  
 9555 W. Van Buren Street  
 Tolleson, Arizona 85353  
 Facsimile: (623) 907-2629  
 Attn: Reyes Medrano, Jr., City Manager

With copy to: GUST ROSENFELD, P.L.C.  
 One East Washington Street, Suite 1600  
 Phoenix, Arizona 85004-2553  
 Facsimile: (602) 254-4878  
 Attn: Scott W. Ruby, Esq.

If to CONTRACTOR: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Attn: \_\_\_\_\_

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12. Overcharges by Antitrust Violations - The OWNER maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the CONTRACTOR hereby assigns to the OWNER any and all claims for such overcharges as to the goods and services used to fulfill the CONTRACT.
13. Force Majeure - Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this CONTRACT if and to the extent that such party's performance of this CONTRACT is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences

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beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Subsection V.11, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this CONTRACT. Force majeure shall not include the following occurrences:

- a. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.
- b. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Subsection V.13.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in accordance with Subsection V.11 and shall make a specific reference to this Subsection, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this CONTRACT.

14. Right to Assurance - Whenever one party to this CONTRACT in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the CONTRACT.
15. Records and Audit Rights - CONTRACTOR'S and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this CONTRACT, including the papers of any CONTRACTOR and Subcontractor employees who perform any work or services pursuant to this CONTRACT to ensure that the CONTRACTOR and its Subcontractor are complying with the warranty under Subsection V.16 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the OWNER, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on CONTRACTOR'S and its Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this CONTRACT and (B) evaluation of the CONTRACTOR'S and its Subcontractor's compliance with the Arizona employer sanctions laws referenced in Subsection V.16 below. To the extent necessary for the OWNER to audit Records as set forth in this Section, CONTRACTOR and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the OWNER shall have access to said Records from the effective date of this CONTRACT for the duration of the work and until three years after the date of final payment by the OWNER to CONTRACTOR pursuant to this CONTRACT. The OWNER shall have access, during normal working hours, to all necessary CONTRACTOR and Subcontractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Section. The OWNER shall give CONTRACTOR or Subcontractor reasonable advance notice of intended audits. CONTRACTOR shall require its Subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this CONTRACT.
16. E-verify Requirements - To the extent applicable under ARIZ. REV. STAT. § 41-4401, the CONTRACTOR and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). CONTRACTOR'S or its Subcontractor's failure to comply with such warranty

shall be deemed a material breach of this CONTRACT and may result in the termination of this CONTRACT by the OWNER.

17. Right to Inspect Plant - The OWNER may, at reasonable times, inspect the place of business of the CONTRACTOR or Subcontractor that is related to the performance of this CONTRACT.
18. Warranties - CONTRACTOR warrants to the OWNER that all materials and equipment furnished shall be new unless otherwise specified and agreed by the OWNER and that all WORK shall be of first class quality, free from faults and defects and in conformance with the CONTRACT. If at any time within one year following the date of Final Completion and acceptance of the entire Project (or such longer period as may be provided under warranties for equipment or materials): (A) any part of the materials furnished in connection with the WORK shall be or become defective due to defects in either labor or materials, or both, or (B) CONTRACTOR'S work or materials, or both, are or were not in conformance with original or amended plans and specifications, or supplementary or shop drawings, then the CONTRACTOR shall upon written notice from the OWNER immediately replace or repair such defective or non-conforming material or workmanship at no cost to the OWNER. CONTRACTOR further agrees to execute any special guarantees as provided by the CONTRACT or required by law. CONTRACTOR shall require similar guarantees from all vendors and from all its Subcontractors. CONTRACTOR further agrees, upon written demand of the OWNER and during the course of construction, to immediately re-execute, repair or replace any work that fails to conform to the requirements of the CONTRACT, whether caused by faulty materials or workmanship, or both. In the event CONTRACTOR shall fail or refuse to make such change upon the OWNER'S written demand, the OWNER shall have the right to have such work re-executed, repaired or replaced, to withhold from or back charge to CONTRACTOR all costs incurred thereby.
19. Inspection - All material and/or services are subject to final inspection and acceptance by the OWNER. Materials and/or services failing to conform to the Specifications of this CONTRACT will be held at CONTRACTOR'S risk and may be returned to the CONTRACTOR. If so returned, all costs are the responsibility of the CONTRACTOR. Upon discovery of a non-conforming material or services, the OWNER may elect to do any or all of the following by written notice to the CONTRACTOR: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring material or service into compliance and withhold the cost of same from any payments due to the CONTRACTOR.
20. No Replacement of Defective Tender - Every tender of materials shall fully comply with all provisions of the CONTRACT. If a tender is made which does not fully conform, this shall constitute a breach of the CONTRACT as a whole.
21. Shipment Under Reservation Prohibited - CONTRACTOR is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
22. Liens - All materials, service or construction shall be free of all liens and, if the OWNER requests, a formal release of all liens shall be delivered to the OWNER.
23. Licenses - CONTRACTOR shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this CONTRACT.
24. Patents and Copyrights - All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this CONTRACT are the property of the OWNER and shall not be used or released by the CONTRACTOR or any other person except with the prior written permission of the OWNER.
25. Preparation of Specifications by Persons other than City Personnel - All Specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the OWNER'S needs. No person preparing specifications shall receive any

direct or indirect benefit from the utilization of Specifications, other than fees paid for the preparation of Specifications.

26. Advertising - CONTRACTOR shall not advertise or publish information concerning this CONTRACT without prior, written consent of the OWNER.
27. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this CONTRACT or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

#### **X. Termination by the OWNER for Convenience**

The OWNER may, upon 10 days' written notice to the CONTRACTOR, terminate this CONTRACT, in whole or in part, for the convenience of the OWNER without prejudice to any right or remedy otherwise available to the OWNER. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the OWNER, the CONTRACTOR'S sole and exclusive right and remedy shall be payment for all work performed through the date of termination. The CONTRACTOR shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the OWNER.

CITY OF TOLLESON

**CONTRACT AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand Fourteen between:

The OWNER: CITY OF TOLLESON  
9555 WEST VAN BUREN STREET  
TOLLESON, ARIZONA 85326  
(602) 936-7111

And the CONTRACTOR:

For the PROJECT: CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT

The OWNER and the CONTRACTOR agree as set forth below.

**ARTICLE I**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this **AGREEMENT**, the project Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the **AGREEMENT**. These form the Contract, and all are as fully a part of the Contract as if attached to this **AGREEMENT** or repeated herein and except for modifications after execution of this **AGREEMENT** are as follows:

Invitation to Bid  
Instructions to Bidders  
Technical Specifications  
Contract Agreement  
Settlement of Claims  
Bid Proposal and Bid Schedule

**ARTICLE II**  
**THE WORK**

The **CONTRACTOR** shall perform all the WORK specified or indicated in the Contract Documents. The WORK is generally described as follows:

**A. CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT**

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**ARTICLE III**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- A. The WORK to be performed under this CONTRACT shall be commenced in accordance with "B" below and, subject to authorized adjustments. Substantial Completion shall be achieved not later than the date indicated on the "Notice to Proceed".
- B. It is hereby understood and mutually agreed, by and between the **CONTRACTOR** and the **OWNER**, that the date of beginning, rate of progress, and the time for completion of the WORK to be done hereunder, are **ESSENTIAL CONDITIONS** of this Contract, and it is further mutually understood and agreed that the WORK embraced in this Contract shall be commenced on the date of "**NOTICE TO PROCEED**". The **CONTRACTOR** agrees that said WORK shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the **CONTRACT TIME** stated in the Instructions to Bidders. He also shall consider that the **OWNER** needs the complete use of these facilities as quickly as possible.
- C. In the event that the **CONTRACTOR** shall neglect, fail or refuse to complete the WORK within the time specified, then the **CONTRACTOR** does hereby agree, as part consideration for the awarding of this Contract, to pay to the **OWNER** a sum in accordance with Table 108-1 of the MAG Standard Specifications, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the **CONTRACTOR** shall be in default after the time stipulated in the Contract for completing the WORK. The said amount is fixed and agreed upon by and between the **CONTRACTOR** and the **OWNER** because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the **OWNER** would in such event sustain.

**ARTICLE IV**  
**CONTRACT SUM**

The **OWNER** shall pay the **CONTRACTOR**, subject to additions and deductions by Change Order as provided in the Contract Documents, the CONTRACT sum of \$\_\_\_\_\_.

The Contract sum is determined by the **CONTRACTOR'S** accepted sealed bid amount.

**ARTICLE V**  
**PROGRESS PAYMENTS**

Based upon applications for Payment submitted to the Authorized Representative by the **CONTRACTOR** and Certificates for Payment issued by the Authorized Representative, the **OWNER** shall make progress payments on the Contract Sum to the **CONTRACTOR** less retention from each payment in accordance with applicable Arizona law. These Progress Payments will be for labor, materials and equipment incorporated in the WORK and/or material and equipment suitably stored for use on the project as approved by the Authorized Representative.

**ARTICLE VI**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the **OWNER** to the **CONTRACTOR** when the WORK has been completed, the Contract fully performed, a final Certificate for Payment has been issued, and the **CONTRACTOR'S** Affidavit regarding Settlement of Claims is completed.

**ARTICLE VII**  
**MISCELLANEOUS PROVISIONS**

**CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT**  
**June 2014**

- A. **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.
- B. **CONTRACTOR** has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by the Consultant in the preparation of the Drawings and Specifications and which have been identified in the Special Conditions.
- C. **CONTRACTOR** has made or caused to be made, examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article I as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.
- D. **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- E. **CONTRACTOR** has given Authorized Representative written notice of all Conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Authorized Representative is acceptable to **CONTRACTOR**.
- F. Terms used in the **AGREEMENT** which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- G. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the other party to this Contract (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- H. **OWNER** and **CONTRACTOR** each binds himself, his partners, successors, assignees and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- I. The right is reserved by the **OWNER** to terminate, indefinitely postpone WORK or abandon the project. This Contract may be terminated by giving written notice to the **CONTRACTOR** at least twenty-four (24) hours prior to the effective date of termination. In the event of such termination, the **OWNER** shall be liable to the **CONTRACTOR** only to the extent as provided by this Contract for materials supplied and WORK completed prior to the effective date of termination.
- J. In the performance of this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or handicap. The **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder.
- K. **CONTRACTOR** agrees to indemnify, hold harmless, and defend the City of Tolleson, its elected officials, officers, boards, commissions, employees, and agents for, from and against any and all claims, damages, suits and proceedings, regardless of the merits, and from liability, punitive damages, costs or expense of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the **CONTRACTOR** or anyone directly or indirectly employed by the **CONTRACTOR**. **CONTRACTOR** shall include a clause to this effect in all subcontracts.
- L. The **CONTRACTOR** agrees to provide insurance as required and specified in the General Contract Conditions.
- M. This Contract is governed by the laws of the State of Arizona. The Contract, including all Contract Documents, is subject to the provisions of ARIZ. REV. STAT. § 38-511.

**CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT**  
**June 2014**



**IN WITNESS WHEREOF** the parties hereto have executed this Contract in duplicate as of the day and year first herein written.

**CONTRACTOR**

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF TOLLESON  
9555 WEST VAN BUREN STREET  
TOLLESON, ARIZONA, 85353**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTESTED TO**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT  
SETTLEMENT OF CLAIMS**

DATE: \_\_\_\_\_ PROJECT NAME:

\_\_\_\_\_

TO: CITY OF TOLLESON

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, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ \_\_\_\_\_, as set forth 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 this project. The undersigned further agrees to indemnify and hold harmless the City of Tolleson against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which the City of Tolleson may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_,  
200\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_ Printed  
(CONTRACTOR)

**STATE OF ARIZONA    )**  
**)  SS**  
**COUNTY OF MARICOPA)**

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
200\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CITY OF TOLLESON**  
**ORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT**  
**BID PROPOSAL**

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized himself with any local conditions affecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Bid forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents for the sum indicated on the attached Bid Schedule, said sum to only be amended or altered in accordance with the Contract Documents.

It is agreed that payments may be increased to cover additional work ordered by the City, but not shown on the Plans or required by the Specifications in accordance with the General Conditions. Similarly, payments may decrease if work is deleted.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

In submitting this Bid, it is understood that the right is reserved by the City to reject any or all Bids and waive informalities or irregularities in Bids. The City also reserves the right to delay the award of a contract for a period not to exceed sixty (60) days from the date of the opening.

The undersigned further agrees, if awarded the contract for the work included in this Bid, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by him and understands that they are the Bidder's sole responsibility, and the City will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Bid although City may check and correct mathematical accuracy in evaluation of the bids.

The undersigned certifies that this Bid is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Information for and Instructions to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a Bid, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Attached is a certified check without endorsement and with conditions payable to the City of Tolleson in the sum of ten percent (10%) of bid drawn on a bank which is a member of Federal Reserve System or which is a member of the Federal Deposit Insurance Corporation, or a cashier's check for ten percent (10%) of the total bid or a Bid Bond written by an approved surety company for ten percent (10%) of the total bid.

The undersigned submits a bid guarantee pursuant to ARIZ. REV. STAT. § 34-201, payable to the City, equal to ten percent (10%) of the aggregate amount of this Bid, and agrees that said bid bond shall be given as a guarantee that the Bidder will enter into the Contract within the time herein stated if the award is made to him by the City; in case of the Bidder's refusal or failure to do so within ten (10) days of Notice of the Award of Contract, or within five (5) days after receiving notice from the City of the rejection of any objections to the Notice of Award, the bond will be forfeited.

**CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT**  
**June 2014**

The Bidder grants the City the right to hold the lowest responsive and responsible three (3) Bids received, together with the accompanying bid securities, for a period of sixty (60) days after the date of opening of said Bids.

The undersigned Bidder further grants the City the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the City's needs.

Bidder agrees that the City has determined that a reasonable time for substantial completion of the work is **one hundred eighty (180) calendar days**. The Bidder agrees that this Bid is submitted on this basis, subject to provisions contained in the Contract Documents relating to extensions of time, and agrees to plan and prosecute the work with such diligence that the work shall be completed within the time specified.

Bidder agrees that the City assumes no responsibility for any understanding or representation made by any of its Council members, officers or agents during or prior to the bidding and execution of the Contract, unless (1) such understanding or representations are expressly stated in the Contract or Addenda thereto, or (2) the Contract expressly provides that responsibility therefore is assumed by the City, or (3) said understanding or representation is contained in the information supplied to Bidders by the City or the City Engineer, or as information distributed pursuant to the Information for and Instructions to Bidders. The Bidder further understands that only the Mayor and Council of the City through action taken at a properly noticed meeting can waive any term, condition, or requirement of this Contract or of the bid.

Bidder agrees that all terms set forth in the Information for and Instructions to Bidders as well as all other Contract Documents shall be binding upon the Bidder if a Notice of Award is issued in favor of said Bidder by the City.

Bidder agrees that all major equipment and suppliers shall be set forth herein on the attached Schedule of Manufacturers and Suppliers, Major Equipment and Material Items.

Bidder understands that this project is to be constructed in compliance with all City, state and federal laws, rules and regulations, which are applicable to the project and the CONTRACTOR and all work performed hereunder.

In making this Bid, the undersigned incorporates and acknowledges all definitions set forth in the Contract Documents.

The undersigned hereby submits this Bid and the accompanying Bid Schedule as its Bid to construct the improvements described in the Contract Documents.

Bidder has received all Addenda before submission of Bid, and has examined the same and has included them in the Contract Documents prior to submitting the Bid and has submitted the Bid based upon them.

The undersigned Bidder acknowledges receipt of the following addendum:

Addendum No., Dated	Initial
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT  
June 2014**

The undersigned is licensed in accordance with the Laws of the State of Arizona:

License Number \_\_\_\_\_ Class \_\_\_\_\_.

NOW: In compliance with the Invitation to Bid and all the provisions hereinbefore and after stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the WORK for the prices set forth in the following Schedule(s) upon which award of contract is made.

Individual  
CONTRACTOR Name: \_\_\_\_\_

Address: \_\_\_\_\_

Partnership Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_, Partner

Other Partners: \_\_\_\_\_

\_\_\_\_\_

Corporation Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_, President

\_\_\_\_\_, Secretary

Organized under the Laws of the State of \_\_\_\_\_

Date: \_\_\_\_\_

SEAL

(If Bidder is a corporation)

## BID SCHEDULE

### CITY OF TOLLESON CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT

**Bid Opening: 10:00 a.m. Thursday, June 19, 2014**

Locations	Item	Unit	Quantity	Bid Price for item	Total Amount
MCC #4 Building Figure 7 and 8	Remove and replace windows with industrial grade aluminum windows	2	each		
95 <sup>th</sup> Avenue Metering Structure Figure 32, 1001 through 1006	Flow By-pass Pumping	1	Lump Sum		
	Remove corroded items and clean surface	1	Lump Sum		
	Repair Concrete Surface with new concrete and coating	1	Lump Sum		
	Form and Pour concrete	1	Lump Sum		
Bar Screen Area electrical conduit replacement, Figure 34, 35 and 1011	Remove and replace electrical conduit and pull box	1	Lump Sum		
Primary Clarifier Piping Gallery – Conduit and Pull Box replacement Figure 54 through 57	Pull Box Replacement	1 each	Lump Sum		
	Conduit replacement with PVC Coated conduits. Replace base plate with a new aluminum grating.	1 each	Lump Sum		

Belt Filter Press Building Figure 1012	Replace existing corroded conduit along with the support and required wiring.	1 each	Lump Sum		
Intermediate Clarifier #2 Concrete Wall Spalling repair Figure 58 through 64	Spall Repair of Horizontal and Vertical Concrete Surfaces	Each	Lump Sum		
Trickling Filter East: Second Stage Figure 94 through 99	Vertical and Overhead Spall Repair	Each	Lump Sum		
Trickling Filter West: Second Stage Figure 102 through 109, 1012 and 1013	Vertical and Overhead Spall Repair	Each	Lump Sum		
Minor Line Pump Station Figure 174 through 176	Vertical and Overhead Spall repair and replace damaged PVC lining	Each	Lump Sum		
East Siphon Chamber Figure 177 through 182	Vertical and Overhead Spall repair and replace damaged PVC lining	Each	Lump Sum		
Remove and replace existing corroded structure over 27 inch influent line with a new cast-in-place structure with PVC liner. Figure 1007 through 1010	Flow By-pass Pumping	1	Lump Sum		
	Remove corroded items and clean surface	1	Lump Sum		
	Install new structure with PVC liner	1	Lump Sum		
<b>Total Bid Cost</b>					
<b>Total Bid Cost in words</b>					

**CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT  
June 2014**

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## **SPECIAL PROVISIONS**

### **1.1 WORK WITHIN CONTRACT DOCUMENTS**

All work mentioned or indicated within the Contract Documents shall be performed by the CONTRACTOR as part of this Contract unless it is specifically indicated in the Contract Documents that such construction is to be performed by others.

### **2.1 STANDARD SPECIFICATIONS**

The standard specifications for the City of Tolleson are the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by the Maricopa Association of Governments (MAG), latest edition. Any section or any subsection of any Standard Specification included within these Contract Documents by reference only is understood to be made part of these Contract Documents. The CONTRACTOR shall have at least one copy of all referenced standard specifications and details at the job site at all times.

### **6.1 PRE-CONSTRUCTION CONFERENCE**

The CONTRACTOR'S project superintendent and the OWNER will attend a Pre-construction Conference, conducted by the OWNER to discuss, although not limited to, the following:

- A. The scope of the project and the sequence and timing of all operations. Submission of CONTRACTOR'S construction schedule, safety plan, and barricade plan.
- B. OWNER and CONTRACTOR'S respective authority and responsibilities.
- C. Notice to proceed date.
- D. Scheduling of work and the need to perform certain items at various stages of the project, including safety concerns which may arise because of the proposed work.
- E. The general requirements of quality control and testing. It should be clearly understood who will do the testing, what is to be tested, when it is to be tested, and the location and number of tests.
- F. Change orders, time extensions, payment requests, and liquidated damages.

### **4.1 CONSTRUCTION SCHEDULE**

The CONTRACTOR shall submit to the OWNER for approval, its proposed construction schedule at the Pre-construction Conference. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, submittal of shop drawing to the OWNER for approval, procurement of materials, and scheduling of equipment. The construction schedule shall reflect completion of all work under the contract within the specified construction duration.

If the CONTRACTOR desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the CONTRACTOR shall submit to the OWNER a revised construction schedule for approval in advance of beginning revised operations.

In addition to the preliminary schedule, the CONTRACTOR shall prepare a weekly schedule to show all major elements of the work to be constructed in the next two (2) week period. This schedule shall consist of a neat, easy-to-read, bar graph format and shall be submitted to the OWNER at the weekly progress meetings.

**CORROSION ISSUES IMPROVEMENTS FOR TOLLESON WASTE WATER TREATMENT PLANT  
June 2014**



## **5.1 QUALITY CONTROL SAMPLING AND TESTING**

The CONTRACTOR shall be responsible for material sampling and testing to ensure quality control and to verify conformance with the Contract Documents. Should any tests fail, the CONTRACTOR shall be responsible for payment of retesting. Costs including travel time, mileage, administration, etc., incurred for retesting shall be borne by the CONTRACTOR and paid directly to the testing company or laboratory.

## **6.1 MEASUREMENTS AND PAYMENTS**

Replace MAG Subsection 109.2 with the following:

### **109.2 SCOPE OF PAYMENT:**

#### **109.2.1 Scope of Payment:**

The "complete-in-place" rate shall include but not necessarily be limited to all labor, material and equipment costs for preparation, installation, construction, modification, alteration or adjustment of the items, which shall include all costs for salaries and wages, all payroll additives to cover employee benefits, allowances for vacation and sick leave, company portion of employee insurance, social and retirement benefits, all payroll taxes, contributions and benefits imposed by any applicable law or regulation and any other direct or indirect payroll-related costs. The rate shall also include but not necessarily be limited to all costs for indirect charges or overhead, mileage, travel time, subsistence, materials, freight charges for material to CONTRACTOR'S facility or project site, equipment rental, consumables, tools, insurance to the levels specified in the Contract Documents or in Section 103.6, CONTRACTOR'S INSURANCE, all applicable taxes, as well as CONTRACTOR'S fee and profit. This rate shall further include all site clean-up costs and hauling of construction debris to disposal sites approved by the Engineer.

#### **109.2.2 Payment:**

Payment will be made for only those items listed in the Bid and will not be made in accordance with the measurement and payment provisions of the Uniform Standard Specifications where this differs from the items listed in the Bid. All materials and work necessary for completion of this project are included in Bid items. Any work or materials not specifically referred to in these items are considered incidental to the item and are included in the unit price.

Payment will be made in two stages at the time of the successful start up of the equipment, commissioning of the Belt Press # 2 and at the time of commissioning of the Gravity Belt Thickener.

Payment will not be made for unused materials.