

Roosevelt Street Box Culvert, Utility Crossing and Related Work

Bid Package #1

**Jackrabbit Trail and Roosevelt Street
Buckeye, Arizona**

March 11th, 2015

OWNER'S AGENT: Frank Civil Consulting
c/o Michael Frank
P.O. Box 22128
Mesa, AZ 85215-2128

OWNER: Sunbelt Investment Holdings, Inc.
Mr. Dennis O'Neil
8095 Othello Avenue
San Diego, CA 92111

PROJECT TEAM

PROJECT: **Roosevelt Street Box Culvert, Utility Crossing and Related Work**

JOB SITE ADDRESS: **Jackrabbit Trail and Roosevelt Street
Buckeye, Arizona**

OWNER: **Sunbelt Investment Holdings, Inc.
Mr. Dennis O'Neil
8095 Othello Avenue
San Diego, CA 92111**

OWNER'S AGENT: **Frank Civil Consulting
c/o Michael Frank
P.O. Box 22128
Mesa, AZ 85215-2128**

PROJECT ENGINEER: **Coe and Van Loo Consultants, Inc.
4550 North 12th Street
Phoenix, Arizona 85014
Mr. Eric Laurin
602-264-6831**

**SOILS/
ENVIRONMENTAL
ENGINEER:** **Ninyo and Moore
Geotechnical Report, Report #62257001, White
Tanks Flood Retarding Structure No. 4, Dated
12/17/14: Appendix B Northwest Dam
Extension; and Addendum 1 issued 12/17/14**

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1.0 BIDDING INSTRUCTIONS

A. CATEGORIES

1. "A" – Supply all labor, materials and equipment necessary to construct the work as defined in the plans and specifications by these bid instructions.

B. DATE AND TIME TO DELIVER BIDS

1 copy of the Bid is to be completed and hand delivered on the bid forms provided within this packet. Enclose Bid Forms in a sealed envelope addressed to Sunbelt Investment Holdings, Inc. Bids are due and to be delivered to the City of Buckeye Offices, 530 E. Monroe Avenue, Buckeye, AZ 85326 by no later than 4:00PM Mountain Standard Time on Wednesday, April 1st, 2015.

NO BIDS WILL BE ACCEPTED AFTER THE AFOREMENTIONED TIME.

If delivered, mark the outside of all bid envelopes with the project name and your company name.

Bids shall be opened and read publically and reviewed privately at the City of Buckeye offices. All Bidders/Contractors (Bidders) will be notified with thirty (30) calendar days with the Bid results. No bidder shall withdraw his proposal for a period of thirty (90) calendar days after the actual date of the bid opening.

C. PRE-BID CONFERENCE

Pre-bid conference for this bid package will be held at the City of Buckeye Offices, 530 E. Monroe Avenue, Buckeye, Arizona, 85326, on Wednesday, March 19th, 2015 at 2:00 PM.

Any "Request for Information" (RFI) must be submitted to the Owner's Agent by no later than March 25th, 2015 to be considered for response. No RFI's will be accepted after that date.

D. DRAWINGS

Roosevelt Street Box Culvert, Utility Crossing Civil Engineering Plans by Coe and Van Loo as follows:

- Roosevelt Street Utility Crossing Plans, dated 12/08/2014, approved by the City of Buckeye on 1.15.15, Sheets G1, G2 (Amended 2/27/15), and G3 (amended 2/27/15). AND Sheets C1 (Latest Addendum #1, Dated 2/27/15), C2 (Latest Addendum #1, Dated 2/27/15), and C3 (Latest Addendum #1, Dated 2/27/15).
- Roosevelt Street Sewer, Latest Revision Date of 12/08/14, Sheets G1, G2, G3, and G4 AND Sheet C1 (Latest Addendum #2, Dated 2/27/15).
- Grading and Drainage Plans for Roosevelt Street Box Culvert, Sheet 1 of 8 (Dated 2/27/2015), 2 of 8 (Dated 2/27/2015), 3 of 8 (Dated 2/27/2015), 4 of 8 (Dated 2/27/2015), 5 of 8 (By Wood/Patel, Dated 9/2014), 6 of 8 (By Wood/Patel, Dated 9/2014), 7 of 8 (By Wood/Patel, Dated 9/2014), 8 of 8 (By Wood/Patel, Dated 9/2014)
- Sheet 8a of 8, Final Grading Plan, (By Coe and Van Loo, Dated 2/27/15).

E. BID SPECIFICATIONS

All work shall conform to the applicable M.A.G., City of Buckeye, County, State, FHA, O.S.H.A., and Federal rules, regulations, guidelines, standards and laws:

Maricopa Association of Government including:

Uniform Standard Details for Public Works Construction Dated: Latest Edition

Bid Package #1 Roosevelt Street Box Culvert, Utility Crossing and Related Work Specific Bid Instructions, Dated 03.25.15.

Ninyo and Moore Geotechnical Report, Report #62257001, White Tanks Flood Retarding Structure No. 4, Dated 12/17/14: Appendix B Northwest Dam Extension; and Addendum 1 issued 12/17/14

F. OWNER REPRESENTATIVE'S CONSTRUCTION SCHEDULE

<u>Description</u>	<u>Calendar Days</u>	<u>Start Date</u>
Existing Sewer Line Manhole Connection	5 days	May 1 st , 2015*
Sewer Line and Related Work Through Exist. MCFCD Channel	5 days maximum***	May 7 th , 2015*
All Construction	105 days	May 1 st , 2015**

*Date is approximate. All work related to this specific line item must be started no later than 7 working days from Notice to Proceed and completed within 14 days of start.

**Date is approximate. All work must be completed on or before August 1st, 2015 without risk of penalty.

*** Successful bidder must prepare and submit to FCDMC a specific work plan and schedule to demonstrate that the work within the existing concrete lined channel will be completed in 5 days max. The specific work plan must include a weather triggered action plan which will be implemented at the appropriate time to mitigate any storm water runoff in the channel during construction.

Following the Notice to Proceed issued by the OWNER, the Scope of Work as defined in this Bid Package shall be fully completed by the Successful Bidder within the calendar days outlined above. The Successful Bidder shall commence the work no later than the Start Date(s) outline above, unless otherwise noted by the OWNER.

The scope of work for "Roosevelt Street Box Culvert, Utility Crossing and Related Work" shall be completed in the time stipulated by the Owner from the Notice to Proceed or from the Start Date as determined by the Owner.

Prior to Award of the Bid/Work, the Successful Bidder shall provide the OWNER/OWNER'S AGENT with a detailed Completion Schedule for review.

A "Calendar Day" is defined as Sunday through Saturday including legal recognized Arizona Holidays. Please refer to Section II – General Conditions, Paragraph 2.01-E-1, for site working hours.

1.01 PREPARATION OF BID

In order to be considered a responsive Bidder, all Bids are to be prepared and submitted on the attached bid forms provided within this document.

1.02 RIGHT TO REJECT BIDS

The OWNER reserves the right to reject any or all bids, waive informalities and irregularities or withhold the award for any reason. The OWNER may thereafter proceed to re-advertise for such portions of the proposed project as to which no bid was accepted, or may proceed to perform the Work so advertised under its own direction and supervision.

1.03 BIDDER'S RESPONSIBILITY

Bidders that are qualified to bid on and perform this Work shall familiarize themselves with all Bidding Instructions, General Conditions, Specific Requirements and Inclusions, Bid Forms, Site General Requirements, Administration and Procedures, Supplemental Terms and Conditions, Construction Contract, Owner's Rules and Exhibits, etc. as the Successful Bidder shall be held responsible to comply fully therewith.

It is the Contractors responsibility to determine all quantities for the items shown on the Bid Forms by examination of the site and a review of the drawings and specifications, including any issued Addenda. Contractors shall bid all items listed on the Bid Forms. All Contractors shall be required to insert unit prices in the spaces provided in the Bid Forms. The bid price shall be a **Lump Sum** price unless there is a change in the plans after the bid date. The bidder agrees that the unit prices for the items shown on the Bid Forms will be used only to establish the value of changes in the scope of work if plan revisions are necessary. The OWNER'S AGENT & OWNER and its representatives assume no responsibility as to the completeness of the items listed in the proposal. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantity of Work or of the nature of the Work to be completed. The Construction Contract/Contract Documents contain the provisions required for the Construction of the Project. Information obtained from an Officer or Employee(s) of the OWNER, OWNER'S AGENT,

Architect, Engineer, City of Buckeye representatives or any other person shall not affect the risks or obligations assumed by the Bidder or relieve them from fulfilling any of the conditions of the Construction Contract.

1.04 CONSTRUCTION CONTRACT AWARD

The Public bid opening will be held at the offices of the City of Buckeye. As soon as convenient thereafter the OWNER'S AGENT / OWNER shall let the WORK or it may reject any and all bids and re-advertise for bids. The Construction Contract award will be made to a responsive and responsible bidder based on the best interest of the OWNER. The unit pricing required in the proposal for extensions and additions will be verified to assure correctness.

1.05 CHANGES WHILE BIDDING

During the bidding period, Bidders may be furnished addenda for additions or alterations to the Specific Requirements and Inclusions, Design Plans or Design Specifications. Such addenda or bulletins shall be considered a part of the Bid Package and Construction Contract and any Work required there under shall be included in the Work covered by the proposal. Any clarification desired by a Bidder regarding the meaning and interpretation of the Bid Package Contract Documents (RFI) must be submitted in writing to Michael Frank, Frank Civil Consulting at Michael@FrankCivilConsulting.com by no later than Wednesday, March 25th, 2015 to be considered. A final addendum to these bid documents will provided (if needed) by no later than Monday, March 30th, 2015.

Any interpretation will be in the form of an addendum distributed by the City of Buckeye and will be furnished to all plan holders of record. Addenda receipt must be acknowledged on the Bid Form, and it is the responsibility of each Bidder to check with the OWNER'S AGENT prior to submitting his bid to see what addenda have been issued. Oral explanations or instructions given before award of the Bid or Construction Contract will not be binding.

1.06 BID BREAKDOWN

Bids are to be broken down as shown on the Bid Form provided. The Successful Bidders may be required to provide a more detailed cost breakdown for progress billing (Application) purposes. The level of detail will be established by the OWNER'S AGENT & OWNER.

1.07 CONDITIONS AFFECTING THE WORK

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and the location of the Work, site soils conditions, and the general and local conditions which can affect the Work or the cost thereof. Failure to do so will not relieve Bidders from the responsibility of estimating properly the difficulty or cost of successfully performing the Work. Unless otherwise stated, quantities shown on any drawings are not verified and each Bidder shall be responsible for calculating their own quantities.

1.08 BID CATEGORY REVIEW

All Bidders are encouraged to review bid instructions for bid categories related to and/or affecting the category(s) for which they are submitting their bid(s) to better acquaint themselves with any conditions and/or factors which might affect the bid.

1.09 BID CONTENT

Bidders shall include in their quotation the necessary equipment, labor and materials to complete the scope of work as defined by the Coe and Van Loo Civil Engineering Plans defined in the Bid Instructions and specifications contained within the Roosevelt Street Box Culvert, Utility Crossing and Related Work Specific Bid Instructions.

Submitted bids must include within the Scope of Work covered by their bid all work shown on the Bid Design Plan drawings and/or as may be required by the Design Specification section(s) governing such work to the extent that such requirements are directly related and applicable to the work generally shown by the Design Plan Drawings.

The list of inclusions and/or exclusions to the Scope of Work covered by each bid category is only a partial listing of the work to be included/excluded in the Bidder's proposal and is provided solely to clarify some specific boundaries in the scope of each bid category.

A Bid Bond for the benefit of the **OWNER** in the amount of 10% of the overall bid amount must accompany the bid proposal forms. Proposals that do not include a Bid Bond will be rejected as "non responsive".

Finally, note that bids offered which do not include all items of Work specified to be included within the bid category for which the bid has been submitted will be given serious consideration only if no complete bids are received for the given bid category.

Each bidder shall submit an audited financial statement with their bid submission which shall be a part of the Owner's evaluation of each proposal.

End of Section I. – Bidding Instruction

II. General Conditions

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- 2.04 Successful Bidder's/Contractor's Construction Schedule*
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2.0 GENERAL CONDITIONS

2.01 STANDARD INCLUSIONS

- A. The Successful Bidder shall furnish traffic control, barricades, flagmen, and signs necessary to perform the Work in a safe manner. Requirements must meet Federal, State, County and City of Buckeye regulations.
- B. The Successful Bidder shall provide dust control, temporary erosion control and temporary erosion control maintenance while performing work on this project, in accordance with all Federal, State, County and Local regulations. The Successful Bidder shall maintain water truck(s) and street sweepers, if necessary, on site throughout the duration of the Work performed. The SUCCESSFUL BIDDER shall provide Construction water for this project. The Bidder is required to provide their own pumps to fill their trucks and water pulls from THE SUCCESSFUL BIDDERS source. The Successful Bidder shall be responsible to coordinate the use of water with the OWNER'S AGENT.
- C. The Successful Bidder shall provide full time on-site supervision while performing Work on this site. The on-site Superintendent shall be a "competent person" as it relates to the Bidder's Construction Work on this project and have decision-making authority. The qualified Superintendent shall have a minimum of eight (8) years of experience in site development construction, within the State of Arizona. The OWNER'S AGENT / OWNER reserve the right to approve the successful Bidder's onsite Superintendent to be assigned to the project. The Successful Bidder shall obtain approval from the OWNER'S AGENT & OWNER, prior to replacement of the onsite Superintendent. The Successful Bidder's onsite Superintendent should be "bilingual" (English and Spanish), if required, in order to maintain communications between onsite personnel and OWNER'S AGENT.
- D. The Successful Bidder shall provide and maintain access for the OWNER'S AGENT / OWNER and their personnel, Emergency Vehicles, and all Trade Contractors at all times. Access is defined as, sufficient room and drive surface to safely allow passage of a 9 CY concrete mixer truck or semi-tractor trailer delivery truck.
- E. The site work hours as defined by the OWNER will be followed. The OWNER'S AGENT will adjust the typical Construction start time as the seasons change:
 - 1. Weekday and Saturday Hours: No work shall begin on the site Monday through Friday until 6:00 a.m. The working hours from Monday through Friday shall be 6:00 a.m. – 5:00 p.m. The Saturday work hours shall be 7:00 a.m. – 4:00 p.m. This time may be adjusted by written notice

depending on the season. There will be no additional compensation paid for overtime or work performed on weekends, unless requested and approved by the OWNER in writing.

2. Sunday and Holiday Hours: No work will be allowed on the site on Sundays or Holidays. If the successful Bidder/Contractor needs to work on a Sunday or Holiday, they must request and receive express written approval from the OWNER'S AGENT / OWNER at least five (5) days in advance of undertaking the work. Minor equipment maintenance is acceptable but must take place internal to the site from 7:00 a.m. to 4:00 p.m. Do not work on the edges where neighbors will be disturbed.
- F. Upon completion of the specific category of work, the Successful Bidder shall restore the areas impacted by its work. In the event that the Work is found damaged or unacceptable, the Successful Bidder shall provide the OWNER'S AGENT with a written list of damaged or unacceptable items within twenty-four (24) hours after commencement of Work. The Successful Bidder shall provide Orange Temporary Construction Fencing at ALL Temporary Construction Easement (TCE) limits for the duration of the construction and until Final Acceptance is provided by the OWNER.
- G. Each successful Bidder is responsible for protecting property, personnel, and Work of other Contractors and survey stakes set for their use and survey stakes set for other contractors uses, while performing Work on this project. **Each Successful Bidder shall be responsible for the cost of cleaning, patching, repairing and/or replacing Work damaged by their forces. In the event that the repair work costs pass through the OWNERS job cost system, a mark-up of 15% will be applied.**
- H. All Bidders shall be aware that this project may have limited public access and will have operating amenities. The OWNER'S personnel and prospective buyers may be present during the course of Construction.
- I. All items referred to under the General Notes, Engineer Notes and Construction Notes within the Design Plans and Specifications, are ostensibly included in the Bid proposal.

2.02 TESTING

All materials or Construction incorporated or installed in the project shall be subject to inspection and testing to establish conformance with the Design Specifications and Construction Contract/Contract Documents. The OWNER'S AGENT & OWNER shall determine the selection of firms, laboratories and/or the agencies. Satisfactory documentary evidence that the materials have passed the required inspection and tests must be furnished to the OWNER'S AGENT.

It is the responsibility of the successful Bidder to notify the OWNER'S AGENT not less than 24 hours before the time when samples are to be taken or tests performed for each test required by the specification or requested by the OWNER'S AGENT. The OWNER shall pay for the initial test of materials. In the event the material fails the initial test, all subsequent tests required to show conformance with the Design Specifications and the Construction documents shall be paid for by the Successful Bidder utilizing the same materials testing firm.

If the Successful Bidder fails to notify the OWNER'S AGENT of required tests, the Successful Bidder shall remove such material (and other affected materials) that should have been tested and replace it at their own expense. The Successful Bidder shall continue to remove and replace such material until said material meets the required test showing conformance with the Design Specifications and Construction Documents.

Tests called for by the Successful Bidder, other than those called for by the Design Specifications or requested and authorized by the OWNER'S AGENT shall be paid for by the Successful Bidder.

All soils and materials testing within the Roosevelt Street Box Culvert, Utility Crossing and Related Work Improvements shall be done by a Geotechnical Engineer of the Owner's choosing who is under contract with the OWNER.

In addition, the OWNER will utilize Coe and Van Loo Consultants, Inc. as Engineer of Record for this project. All reporting/submission of materials specifications/data sheets shall be submitted to Coe and Van Loo no less than 10 working days in advance of project delivery for their review and approval (which will not unreasonably be withheld).

2.03 IDENTIFY EXISTING UTILITIES (BLUESTAKING)

Prior to any excavation, the Successful Bidder shall be responsible for notifying all utility companies and Bluestake (1-800-782-5348) or (602) 263-1100, for utility identification and locations. Utilities shall be protected by the Successful Bidder at all times. Any damage to existing utilities caused by the Successful Bidder's operations shall be reported immediately to the utility company and OWNER'S AGENT. The utility company shall make all repairs. Any and all costs associated to such damage to the existing utilities or damage to equipment, property, person or third party shall be at the Successful Bidder's expense.

2.04 SUCCESSFUL BIDDER'S/CONTRACTOR'S CONSTRUCTION SCHEDULE

The Successful Bidder shall provide the OWNER'S AGENT/OWNER with a schedule listing activities, crew day durations, and activity start and finish dates. Activities included in the schedule shall be at a minimum if applicable: Construction durations and any other activity which will affect the completion of the work, or portions thereof, within the specified time.

The OWNER'S AGENT/OWNER shall have the right to extend the schedule, from time to time, for reasonable periods of time to accommodate any project changes. During the progress of the Work, the Successful Bidder shall update his schedule at a minimum of a bi-weekly period; the updated schedule shall be submitted with an explanation of Work in progress, and any problems that have arisen during the course of performing the Work. The cost of the Successful Bidder's scheduling participation shall be included in the bid. No separate payment will be made for this participation.

2.05 PHASED CONSTRUCTION

Bidders shall recognize that the project may be constructed utilizing phased Construction. (IF APPLICABLE; Please see the OWNER'S AGENT'S CONSTRUCTION SCHEDULE for impacts to specific activities).

2.06 LAYOUT AND ENGINEERING

The SUCCESSFUL BIDDER shall provide all staking and engineering required for all work described herein. The successful Bidder will be responsible for protecting these stakes throughout Construction. The Successful Bidder shall perform, or cause to be performed, all additional layout and engineering as required to complete the Scope of Work within their respective Work, except as specifically noted otherwise in the Specific Requirements and Inclusions

Successful bidder's surveyor/engineer must coordinate with the FCDMC surveyor/engineer to mutually determine the horizontal and vertical datum and to allow FCDMC surveyor/engineer to field verify, as they see fit, horizontal and vertical locations of construction stakes, forms, and installed facilities.

III. SPECIFIC REQUIREMENTS AND INCLUSIONS

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3.00 Specific Requirements

3.01.01 Bid Package #1- Roosevelt Street Box Culvert, Utility Crossing and Related Work

3.01 General Inclusions

3.02 Specific Inclusions

3.03 Mobilization & Site Preparation

3.0 SPECIFIC REQUIREMENTS

3.01 BID PACKAGE #1, Roosevelt Street Box Culvert, Utility Crossing and Related Work, – Supply all labor, materials and equipment necessary to construct the work defined within the Roosevelt Street Box Culvert, Utility Crossing and Related Work Improvements (Complete).

3.02 GENERAL INCLUSIONS

General Intent:

The following General Inclusions section of this text outlines specific instructions to the Bidder, which are intended to help define and/or clarify the Scope of Work included in the specified bid category. Note, however, the absence of any specific reference in these “Instructions to Bidders” to Work shown in or required by the Bidding Documents shall not be used as a basis for excluding said Work from any submitted bid proposal.

- A. All trash and debris within the limits of the Work area shall be removed on a daily basis and legally disposed of at an off-site location, as part of the Bid Proposal/Construction Contract price. The Bidder shall visit the site prior to Construction to better quantify the amount of trash within the project limits prior to preparing and submittal of the bid proposal.
- B. All Bidders shall submit a description of how they plan to perform the Work with the bid proposal, describing at a minimum: sequencing, equipment counts, haul routes (determined and pre-approved by the OWNER’S AGENT), anticipated production rates, and time to complete the Scope of Work.
- C. Each Bidder shall estimate and provide a unit price on the enclosed Bid Form, Section 4.01-Bid Form. The Bidder shall be responsible for their own trenching, and/or materials calculations for each section of Work being bid.
- D. The Successful Bidder shall be responsible for all coordination and scheduling with testing laboratories, verification of As-Built conditions, interface between Sub-Contractors, coordination with the other Contractors performing Work on this site, scheduling of all phases of this Work, verifying elevations of existing utilities or infrastructure that will be extended or connected to, and any other coordination or interface necessary for a complete job not specifically listed above.
- E. The Successful Bidder shall be responsible for obtaining all permits (including but not limited to Maricopa County Flood Control District, City of Buckeye, Maricopa County Department of Transportation, Maricopa County Environmental Services Department, Arizona Department of Environmental Quality, Arizona Water Company), approvals and fees in order to conduct the Work described herein, unless otherwise noted. The Successful Bidder shall obtain the Dust Control Permit and SWPPP Permit. The Successful Bidder shall advise the OWNER’S AGENT of the permit fees

a minimum of seven (7) days prior to requiring any construction permits. The OWNER'S AGENT will obtain the check from the OWNER and release to Successful Bidder. The Successful Bidder will provide the OWNER'S AGENT / OWNER with copies of the permits for their files and post copies of the applicable permits on the job site at all times. The permits may include, but not limited to, fuel stands, generators, equipment operations, and/or other items necessary to complete the Work. Only the actual cost of any Construction permit fees paid directly by the Successful Bidder will be reimbursed by the OWNER. No markup will be considered.

- F. The Successful Bidder shall be responsible for providing dust control within their Job Site work area. The Successful Bidder shall be responsible to maintain a water truck that is sufficient to comply with the dust control permit, on-site throughout the duration of the Work being performed. Successful Bidder should be responsible for any additional dust control that may be requested by the OWNER'S AGENT to maintain compliance with the Dust Control Permit.
- G. Construction Water for this job shall be furnished by the SUCCESSFUL BIDDER. The Successful Bidder shall be responsible for the coordination of the operation of off-site pumps supplying water to the project, and transportation of water in order to perform the Work. The successful Bidder shall be responsible for supplying Pumps at the SUCCESSFUL BIDDERS source. Pumps, if required, will be placed within a bermed area and lined with 20-Mil HDPE liner, in order to avoid oil and fuel spills and contamination. The cost of the fuel to operate the pumps shall be paid for by the Successful Bidder.
- H. The Successful Bidder shall be responsible for proper compaction as set forth by the governing authorities. The compaction to be verified by the Geotechnical Engineer.
- I. All Bidders shall submit hourly rates for operators and equipment which shall remain in effect for the duration of the Work. Actual prices for Work deemed "Extra" to the contract shall be reviewed, accepted and a Construction Change Directive will be issued by the OWNER through the OWNER'S AGENT, prior to the commencement of that Work. The Construction Change Directive will be followed by a formal Change Order request, from the Successful Bidder, within 48 hours.

3.03 SPECIFIC INCLUSIONS

Roosevelt Street Box Culvert, Utility Crossing and Related Work,

- A. The Installation of the Box Culvert, Utility Crossing and Related Work as defined in the Civil Engineering Plans by Coe and Van Loo (defined in these Bid Instructions), the Roosevelt Street Box Culvert, Utility Crossing and Related Work Specific Bid Instructions and in these Instructions to Bidders shall be bid lump sum. It is the Successful Bidder's responsibility to determine all quantities for the items shown on the Bid Form. Contractors shall bid all items defined in these construction documents (whether listed or not). All Bidders shall be required to insert their quantities and unit prices in the spaces provided on the Bid Form. The items shown on the Bid Form shall not be considered inclusive of all work to be performed. The Bidder agrees that the unit prices for the items shown on the Bid Form will be used to establish the value of changes in the scope of work if plan revisions are necessary.
- B. All work will be performed in strict accordance with the project Contract Documents.
- C. The Successful Bidder is required to furnish all labor, equipment, traffic control, and materials to construct the improvements as set forth in the project Contract Documents.
- D. This work shall include but is not limited to all work defined in the Bid Documents.

- E. The Successful Bidder shall guarantee their work for a period of two (2) years per the requirements of the City of Buckeye and the contract documents.
- F. Any valves, manholes, etc. shall be lowered and re-adjusted to finish grade. All Survey Monuments shall be re-established at their previous locations and elevations (if disturbed during this work).
- G. The Successful Bidder shall keep all of their work within the Temporary Construction Easement (TCE). Any disturbance to other areas and the cost to restore those areas will be deducted from the Contractors contract payment.
- H. The Successful Bidder shall restore all grades to finish grade once complete with work.
- I. This bid includes all necessary Clearing, Grading, Concrete, Excavation, Installation, and Backfill of Utility Pipe and/or Sleeves related to that Utility Pipe, Construction of Concrete Box Culvert and Wing Walls, and related construction work as defined in the Construction Documents.

3.04 MOBILIZATION & SITE PREPARATION

- A. Mobilization:
The Work shall consist of multiple mobilizations of equipment and personnel needed for the setup of the various Construction operations. The successful Bidder shall obtain and be responsible for all licenses, permits and other costs associated with the mobilization and site preparation.
- B. Equipment:
The successful Bidder shall at all times keep sufficient men, equipment and materials on the job necessary to complete the Work in accordance with the OWNER'S AGENT'S CONSTRUCTION SCHEDULE (Please see Section I – Bidding Instructions, Paragraph 1.0-F) and within the guidelines of the general conditions, specifications and plans.
- C. Operations:
The successful Bidder is responsible for the means and methods of construction in accordance with the Design Plans, Design Specifications and Details. The Successful Bidder is responsible for observing and adhering to the full intent of the Construction Contract.
- D. Construction Schedule:
Within three (3) working days after the Notice to Proceed is issued to the Successful Bidder by the OWNER, the Successful Bidder shall submit an updated Construction Schedule and MCFCD Work Plan. The Successful Bidder shall submit a hard copy of the schedule to the OWNER'S AGENT /OWNER. The Successful Bidder shall also submit a current/revised schedule with each Payment Application, if requested by OWNER'S AGENT. The current/revised schedule shall show the progress of each activity to date of submittal.

IV. BID FORM

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4.0 BID FORM

Roosevelt Street Box Culvert, Utility Crossing and Related Work Bid Package #1

4.01 BID FORM/SUB TOTALS

Roosevelt Street Box Culvert, Utility Crossing and Related Work–Bid Tab

Owner: Sunbelt Investment Holdings, Inc.

Community: Roosevelt Street Box Culvert, Utility Crossing and Related Work, Bid Package #1

Contractor Name: _____

Contact Name: _____ Title: _____

Signature: _____ Date: _____

Bids Due: April 1st, 2015– 1:00 PM

The bidder hereby acknowledges receipt of and agrees their proposal is based on the following addenda:

Addenda # _____ Acknowledge Receipt By: _____ Title: _____

Addenda # _____ Acknowledge Receipt By: _____ Title: _____

Addenda # _____ Acknowledge Receipt By: _____ Title: _____

BID TOTAL

TOTAL \$ _____ (INCLUDES SALES TAX)

4.01.b Equipment List & Rates

Bidders shall list all proposed equipment makes and models that will be used on the project. Bidder shall list the hourly rate for each piece of equipment in the space provided. The rate shall include all operation and maintenance cost in the hourly rate. This information may be used in the event of a time and material change order.

Make: _____ Model: _____ Rate: _____

4.02 BIDDER INFORMATION

Company Name:

Physical Address:

Telephone and Fax No:

Bonding Company:

Address:

Telephone:

Owner's Name:

Liability Insurance Company:

Address:

Telephone:

Owner's Name:

Workman's Compensation Company:

Address:

Telephone:

Owner's Name

Jurisdictional Business License #

Arizona License #:

Sales Tax ID #:

Federal ID #:

Signature: _____

Print Name and Title: _____

4.03 LIST OF PROPOSED SUB-CONTRACTORS

The OWNER/OWNER'S AGENT reserves the right to accept or reject any and/or all Contractors and/or Suppliers on Roosevelt Street Box Culvert, Utility Crossing and Related Work Improvements.

PROPOSED SUB-CONTRACTORS

Company Name: _____
Contact: _____
Address: _____
Phone #: _____
Fax #: _____
Phase of Work: _____

Company Name: _____
Contact: _____
Address: _____
Phone #: _____
Fax #: _____
Phase of Work: _____

Company Name: _____
Contact: _____
Address: _____
Phone #: _____
Fax #: _____
Phase of Work: _____

Company Name: _____
Contact: _____
Address: _____
Phone #: _____
Fax #: _____
Phase of Work: _____

4.04 LIST OF PROPOSED SUPPLIERS

PROPOSED SUPPLIERS

Company Name:	_____
Contact:	_____
Address:	_____
Phone #:	_____
Fax #:	_____
Phase of Work:	_____
Company Name:	_____
Contact:	_____
Address:	_____
Phone #:	_____
Fax #:	_____
Phase of Work:	_____
Company Name:	_____
Contact:	_____
Address:	_____
Phone #:	_____
Fax #:	_____
Phase of Work:	_____
Company Name:	_____
Contact:	_____
Address:	_____
Phone #:	_____
Fax #:	_____
Phase of Work:	_____

End of Section IV. – Specific Requirements and Inclusions

V. SITE GENERAL REQUIREMENTS

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<i>5.12</i>	<i>Permits, Fees, Charges, and Licenses</i>
<i>5.13</i>	<i>Construction Limits and Property Access</i>
<i>5.14</i>	<i>Parking</i>
<i>5.15</i>	<i>Weekly Site Meetings</i>
<i>5.16</i>	<i>Safety</i>
<i>5.17</i>	<i>Safety Handbook and Program</i>
<i>5.18</i>	<i>Trench Safety</i>
<i>5.19</i>	<i>Receiving, Storage and Distribution</i>
<i>5.20</i>	<i>Material Supplier Shipments/Deliveries</i>
<i>5.21</i>	<i>Miscellaneous Protection</i>
<i>5.22</i>	<i>Site Conduct</i>

5.0 STANDARD REQUIREMENTS

5.01 CLEAN-UP

Upon completion of work, prior to leaving the site, the Successful Bidder and its Contractors must receive acceptance by the OWNER'S AGENT that all final clean-up requirements have been met and that the area is ready for final inspection. The OWNER'S AGENT will strongly enforce the Successful Bidder's clean-up.

The OWNER shall back charge the Successful Bidder for clean-up costs where personnel and construction debris (trash) is allowed to accumulate on the project and/or has been carried to adjacent properties due to weather conditions.

5.02 TEMPORARY FACILITIES, RESTROOMS, OFFICES AND CONSTRUCTION YARDS

The OWNER'S AGENT will identify a location in which the Successful Bidder may set up stand-alone offices and storage spaces. There is no charge for this. The Successful Bidder is responsible for their utility hookups, permits, site improvement costs, etc. The Successful Bidder shall provide any other temporary facility and/or requirements the successful Bidder believes to be necessary to complete his Work and all cost associated with the same shall be included in Bidder's price. The Successful Bidder shall return any disturbed space to its original condition upon completion of Work, or termination of its use, whichever comes earlier.

Temporary Portable Restrooms shall be furnished by the **SUCCESSFUL BIDDER** and placed onsite for use by the Successful Bidder's personnel prior to commencement of any work.

5.03 JOB SITE STORAGE

The Successful Bidder's materials, tools and equipment, required for completion of this job, may be stored on-site at locations subject to the approval of the **OWNER'S AGENT**. Any damage or losses resulting from storage of materials, tools and equipment shall be remedied at the cost of the Successful Bidder. Each Successful Bidder shall be responsible for erection, dismantling, maintenance, utilities, telephone, fencing, security, etc., that they may deem necessary in setting up its field office and/or storage area.

5.04 TEMPORARY POWER

The **OWNER/ OWNER'S AGENT** will not provide Construction power. The Successful Bidder shall provide their own delivery of power for all their activities.

5.05 TEMPORARY TELEPHONE

The Successful Bidder is responsible to order and pay for all telephone services required.

5.06 TEMPORARY SIGNS AND STRUCTURES

Temporary signs and/or structures must be approved by the **OWNER/ OWNER'S AGENT** prior to installation.

5.07 DUST CONTROL

The Successful Bidder shall provide dust control in accordance with the Earth Moving Permit, all governmental regulations and as required by their own operations. In the event that the dust control performed by the Successful Bidder is not adequate, the **OWNER'S AGENT** may require the successful Bidder to either scale back the operations and/or shut down their operations until conditions improve. No additional days will be allowed to be added to the schedule due to lost days because of insufficient dust control practices. The only exception to this is if the entire job is shut down due to high wind days. The **OWNER'S AGENT** may direct others to perform the dust control at the Successful Bidder's and/or its Contractor's cost. If the Successful Bidder is found to be in violation of any dust control regulations, the Successful Bidder shall be responsible for any and all fees, costs and/or fines imposed by any Regulatory Agency having jurisdiction.

5.08 CONSTRUCTION WATER

The Successful Bidder shall furnish for his operations all required equipment needed to provide sufficient Construction water for the duration of his Work. All water needed to complete the Scope of Work will be furnished and paid for by the Successful Bidder. There shall be no hauling of water off-site by any Successful Bidder and/or its Contractor unless prior written approval from the **OWNER/ OWNER'S AGENT** has been obtained by the Successful Bidder and/or its Contractor.

5.09 FUEL

The Successful Bidder will not be allowed to store combustible/flammable liquids on-site. Any combustible/flammable liquids required for fueling equipment or support operations shall be performed from portable tanks mounted on support trucks. In the event of a spill, the spilled petroleum product and contaminated soils shall be removed by a licensed and certified petroleum recycling firm employed at the successful Bidder's expense to remove the product and dispose of off-site properly and in accordance with applicable rules and regulations.

Petroleum products spilled are to be cleaned up immediately and thoroughly. Contaminated soil shall be removed and legally disposed of off-site in an area approved for petroleum product contaminated soil. The successful Bidder may not accomplish this Work himself unless properly licensed for hazardous material handling. Any material or soils testing requested by OWNER/ OWNER'S AGENT, due to the spilling of Petroleum products, will be borne solely by the Successful Bidder.

Upon detection of a spill, the OWNER'S AGENT shall be notified immediately.

The Successful Bidder's Mechanic(s) and other service personnel shall remove from the site all oil, grease, filters and repaired/replaced parts due to maintenance at the end of each working shift. No oil, grease and/or filters shall be disposed of in any on-site trash containers.

5.10 PERMITS, FEES, CHARGES AND LICENSES

The Successful Bidder will obtain and pay for all State, County and City Licenses required to perform all Work under this Bid Package and Construction Contract. The Successful Bidder shall be responsible for all Construction permits necessary to conduct the Scope of Work mentioned in this Bid Package and Construction Contract. The OWNER shall reimburse the Successful Bidder/ Contractor for the actual costs of the permits only. No mark up on this line will be considered.

5.11 CONSTRUCTION LIMITS AND ACCESS

The OWNER'S AGENT will identify the Work area and designated access route(s). Ingress and Egress to the site shall be governed by the SWPPP plan. The Successful Bidder shall accept this existing condition. Use of other Ingress and Egress routes will be in violation of the Maricopa County Dust Control / Earth Management Permit. Violators will be responsible for all costs associated with violations to this permit.

5.12 PARKING

Adequate employee parking will be designated within close proximity to the Work. Any improvements to the designated area shall be approved by the OWNER'S AGENT prior to initiating the improvements. Any improvements shall be at the successful Bidder's cost. The Successful Bidder, its employees, personnel and its Contractors will be restricted to the areas designated by the OWNER'S AGENT. It shall be the responsibility of the successful Bidder to notify its employees of the areas designated for Construction parking.

5.13 WEEKLY SITE MEETINGS

There will be weekly site meetings on property to be determined prior to construction. Contractor shall provide digital photos of daily activities to Owner at this meeting.

5.14 SAFETY

All Successful Bidder's Work activities shall be performed in accordance with all applicable State and Federal Occupational Safety and Health Standards. Each Successful Bidder shall hold weekly Safety Meetings at the project site. Meeting minutes and attendance sheets shall be provided to the OWNER'S AGENT.

5.15 SAFETY HANDBOOK AND PROGRAM

A. SAFETY PROGRAM – SUCCESSFUL BIDDERS/SUB-CONTRACTORS

Documentation required from the Successful Bidders/Contractors to be provided to OWNER/ OWNER'S AGENT:

1. Provide a letter verifying existence of a written safety and health program, if requested.
2. Provide a written Hazardous Communication Program including MSDS for items used on-site.
3. Develop site-specific emergency accident plan and the designated responsible Superintendent(s) on-site.
4. Develop site-specific training and safety plan.
5. Designate an on-site competent person, responsible for the project program and plan, who is capable of identifying existing and predictable hazards, and has authority to take corrective measures.
6. Conduct and provide copies of daily/weekly safety job site inspection logs.
7. Provide names of licensed hazardous material recyclers (when required).
8. Provide copies of all injury and incident/accident reports, cause and preventive action taken, pertaining to this Job Site Only.
9. Conduct weekly safety meetings.
10. Conduct excavation/trench daily inspection by competent person (if applicable).
11. Successful Bidders/Contractors utilizing scissor lifts, articulating boom trucks will be required to inspect and provide documentation of inspection of Work area weekly.
12. The successful Bidder will be responsible to insure compliance with regard to provisions pertaining to these requirements.

B. SAFETY POLICIES

1. All successful Bidders/Contractors will abide by the Safety Policy. The OWNER/ OWNER'S AGENT views the Department of Occupations Safety and Health Construction Standards (1926 C.F.R.) as a minimum standard, which all Successful Bidders must comply. Successful Bidders shall exceed that minimum when reasonable and required by OWNER/ OWNER'S AGENT.
2. In the event of a difference of opinion regarding the interpretation of Department of Occupational Safety and Health Construction Standards (1926 C.F.R.) between the OWNER/ OWNER'S AGENT and the Successful Bidder's supervision, the Successful Bidder will comply with OWNER/ OWNER'S AGENT'S interpretations.
3. Hard hats, long pants, leather work boots, safety glasses, ear protection (when applicable), shirts with sleeves are required.
4. No personnel shall operate any heavy equipment (Water Trucks, Loaders, Scrapers, Backhoes, etc.) while using cellular phones and/or radios. No company or personal radios will be allowed onsite.

5.16 RECEIVING, STORAGE AND DISTRIBUTION

If specific bid categories require the Successful Bidder to set, install, assemble, hookup, etc. materials or equipment furnished by others and unless specifically noted otherwise, the Successful Bidder shall receive, unload, store, uncrate, distribute, provide inventory control, secure and install such goods.

5.17 MATERIAL SUPPLIER SHIPMENTS/DELIVERIES

All Material Suppliers supplying materials and/or equipment F.O.B. job site shall coordinate delivery of all such goods with the OWNER'S AGENT to allow for proper coordination and notification of other Contractors and/or Contractors that may be responsible for receiving such goods.

All drivers for the Successful Bidder, Contractors, Material Suppliers, and their employees, etc. are required to operate according to all applicable traffic laws, signs and ordinances on the Roosevelt Street job site, including but not limited to, speed limits, safe operating distances, dust control, and noise ordinances.

5.18 MISCELLANEOUS PROTECTION

The Successful Bidder is responsible for protecting property, personnel and the Work of their Contractors in carrying out their Work. The Successful Bidders shall be responsible for all cost of patching, repairs, and replacement of work damaged by their work forces. The Successful Bidder shall take all reasonable precautions to protect their Work from damage including providing and maintaining protection and barricading of their Work. This includes, but is not limited to, any open trenches, pits, shafts, holes in floors and similar potentially hazardous areas.

5.19 SITE CONDUCT

- A. Radios or tape players other than those used for communication will not be allowed on the job site.
- B. No domestic animals or pets will be permitted on site.

- C. Motorcycles, ATV's, Go-Carts and/or Golf Carts, as well as, their trailers are prohibited on the Property. No personal vehicles may be left onsite over night.
- D. No overnight camping is allowed.
- E. The project site is off limits to any non-Construction personnel, persons under the age of Eighteen (18) years old, food vendors/caterers and their vehicles.
- F. Visitors, salesmen and job applicants should confine their presence to the successful Bidder's yard and trailer area of the project.
- G. In the event that it becomes necessary for visitors, salesmen and job applicants to venture onto the Construction site, the successful Bidder must escort them.
- H. Each successful Bidder shall hold weekly safety meetings at the project site. All personnel working for the successful Bidder at this project must attend.
- I. See Construction Contract Exhibit "E" for additional requirements, if any.

Any person working on the job site who is found to be violating this policy will immediately be brought to the attention of that employee's Supervisor. The employee's Supervisor will be asked to direct the employee to leave the job site.

End of Section V. – Standard Requirements

VI. ADMINISTRATION AND PROCEDURES

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- 6.00 Contractor Procedures*
- 6.01 Documents*
- 6.02 Project Office*
- 6.03 Plans and Specifications*
- 6.04 Pre-Construction Meetings*
- 6.05 Coordination Meetings*
- 6.06 As-Built Drawings*
- 6.07 Closeout Submittals*
- 6.08 Contractor's Daily Reports*
- 6.09 Application For Payment*
- 6.10 Time and Material*
- 6.11 Changes in Work*
- 6.12 Unit Prices*
- 6.13 Unforeseen Physical Conditions*
- 6.14 Lien Releases*
- 6.15 NPDES Requirements*
- 6.16 Project Records*

6.00 ADMINISTRATION AND PROCEDURES

6.01 DOCUMENTS

A. DOCUMENTS

The Successful Bidder performing the Work on this project shall not be allowed to start until they have received a Construction Contract or "Notice to Proceed" signed by the OWNER. The Successful Bidder's signature is evidence that the Successful Bidder has a clear understanding of the Work to be executed and has submitted properly executed certificates of Worker's Compensation Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and a Payment and Performance Bond (which is a requirement of this contract).

B. CHECKLIST

- _____ Executed Construction Contract or Notice to Proceed
- _____ Certificates of Insurance
- _____ 100% Performance and Payment Bond to the Benefit of the OWNER
- _____ CONTRACTOR'S Construction Schedule
- _____ Successful Bidder signed Letter of Receipt of the Dust Control Permit Certification (permit provided by OWNER OR SUCCESSFUL BIDDER)

6.02 PROJECT OFFICE

The OWNER'S AGENT *will not* maintain a project office onsite for this project.

6.03 PLANS AND SPECIFICATIONS

All work shall be completed in compliance with Roosevelt Street Box Culvert, Utility Crossing and Related Work Specific Bid Instructions and Civil Engineering Plans by Coe and Van Loo Consultants, Inc. (defined in these Bid Instructions).

6.04 PRE-CONSTRUCTION MEETINGS

A job site meeting shall be held with the Successful Bidder's prior to their starting Work. Prior to this meeting, it should be verified that the Construction Contract, Design Plans, Design Specifications, Permits, Insurance, etc., are in order. A thorough review of the Construction Documents, Rules pertaining to the Successful Bidder's Work shall be made. The Successful Bidder shall designate an onsite representative who will be responsible for the quality of Work.

6.05 COORDINATION MEETINGS

As deemed necessary, the OWNER'S AGENT will hold job coordination meetings at the job site. The Successful Bidder's performing the Work and those Contractors scheduled to start Work are required to have a representative at the meetings. In order for the meeting to be a working tool to assist all in achieving a profitable and well-coordinated project, the OWNER'S AGENT requests that the representative be your field superintendent or foreman.

6.06 CLOSEOUT SUBMITTALS (REQUIRED)

The successful Bidder shall submit the following items to the OWNER/ OWNER'S AGENT for final project closeout:

- A. Record Documents and As-Builts: Furnish two (2) reproducible sets. Engineered and Surveyed "As-Builts" will be completed by the Successful Bidder.
- B. Per Contract Requirements.

6.07 CONTRACTOR'S DAILY REPORTS

All Successful Bidders are required to compile a "Daily Report" for each day that Work is performed on the project. The Daily Report shall include: Job Name, Date, Weather Conditions (High/Low Mesaratures, etc.), Number of Employees onsite, Progress/Delays, Accidents, and pertinent information/conversations. The "Daily Report" shall be available to the OWNER'S AGENT one (1) working day from when requested.

6.08 APPLICATION FOR PAYMENT (Per Contract)

Prior to the monthly scheduled Pay Application date, the Successful Bidder shall discuss with the OWNER'S AGENT the projected percentage of Work or unit amounts completed through the end of each month on a line item basis according to the approved Schedule of Values. All executed Change Orders to the Work shall be billed as separate line items. On or before the monthly scheduled Pay Application date, the successful Bidder shall then submit to the OWNER corrected copies of his invoice, in the amount previously agreed. Billings that are incorrect or incomplete will not be processed.

Billings, including the Schedule of Values, shall be summarized and submitted for payment on the Invoice Form provided in the Construction Contract. No additive billing extras shall be on the invoice unless a Change Order to the Work has been properly executed. Monthly pay requests will not be processed for payment if this procedure is not followed.

6.09 TIME AND MATERIAL

In certain situations, it may become necessary for the OWNER/ OWNER'S AGENT to direct certain changes to be performed by the Successful Bidder on a "Time and Material" basis. In that event, the Successful Bidder will be directed in writing to execute the change and to perform the change on a time and material basis. The Successful Bidder shall keep and submit a daily record of costs and time on a time and material form.

The time and material form shall be completed and submitted for signature to the OWNER/ OWNER'S AGENT by noon (12:00 p.m.) of the following day for each day that Work is completed. Invoices for Work without a signed time and material sheet as backup may not be honored.

All markups for overhead, profit, supervision, general administration and insurance shall be as stated in the General Requirements and/or the Construction Contract.

6.10 CHANGES IN WORK (Per Contract)

The Successful Bidder, Contractors, Sub-Contractors and Material Suppliers, upon receipt of a potential change, shall within five (5) working days respond to the OWNER/ OWNER'S AGENT with preliminary cost and schedule information for assessment by the OWNER/ OWNER'S AGENT

The Successful Bidder, Contractors, Sub-Contractors and Material Suppliers shall submit an itemized breakdown defining all costs and schedule impacts resulting from specific changes in the Scope of Work. This submittal must be promptly transmitted to the OWNER/ OWNER'S AGENT so as to cause no delay in obtaining approval and impeding the progress of the Work.

There shall be no verbal agreements or understandings affecting or modifying the conditions and stipulations incorporated in the Construction Contract or any of the Documents forming a part of the Construction Contract. Absolutely no changes, additions or extras to the Work will be accepted without written approval by Change Order prior to the start of the changed Work. The Successful Bidder, Contractor, Sub-Contractor and Material Supplier shall be responsible for identifying impact to the schedule resulting from changes in the Scope of Work. Delivery durations and completion dates of each change will be included in each proposal. No time extensions which can be attributed to insufficient manpower or equipment will be accepted. Changes in scope are to be addressed as additional Work requiring sufficient extra manpower, supervision and equipment to assure completion of the Work within the original project schedule dates.

Upon the OWNER/ OWNER'S AGENT receipt of the Successful Bidder's change proposal and the OWNER/ OWNER'S AGENT determination that the Work must be performed, the OWNER will issue a Change Order. If the Change Order provides for an adjustment to the Construction Contract Sum, the adjustment shall be based on one of the following methods:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- B. Unit prices stated in this Bid Package #1, Form 4.01a or subsequently agreed upon.

- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. The total markup not to exceed 15% (combined general and sub-contractor).

In the event that the Bid Work is reduced in scope or deleted from the Construction Contract, the Successful Bidder shall return to the OWNER the estimated cost of the Work plus fifteen percent (15%) overhead and profit. In the event that the Work previously added by Change Order is deleted from the Work, the Successful Bidder shall return to the OWNER the amount added by Change Order plus the allowed overhead and profit included in the previous Change Order.

The Construction Contract price shall not be affected by any increase in labor rates, taxes, freight increases or costs of materials included in the base Construction Contract (except to the degree defined by Contract). The OWNER reserves the right to engage the services of separate Contractor to perform the Change Order Work, in the event that the OWNER and the Successful Bidder fail to mutually agree regarding the Change Order. The Successful Bidder shall not be relieved of responsibility of any Work in place or for the overall completion or warranty of the Work. Both OWNER/ OWNER'S AGENT and Successful Bidder agree to work reasonably through Change Order negotiations.

6.11 UNIT PRICES

When requested to do so, the Successful Bidder shall provide unit prices for various items for their Scope of Work. Unit prices mean a fixed price, including all labor, materials, equipment, appurtenances, overhead, taxes, profit, bonds and all other costs of whatever nature and character, for a specified unit of Work, necessary to complete the Work in a satisfactory manner as indicated or specified, with all connections, testing and related Work completed. Each item fixture, piece of equipment, etc., shall be complete with all necessary connections and appurtenances, for the satisfactory use and operation of said item. No additional payment will be made for Work related to any item unless specifically called for in the proposal. This compensation shall also cover all risk, loss damage or expense of whatever character arising out of the nature of the Work or the prosecution thereof. Unit prices will be used for ADDING, CHANGING, OR DELETING quantities of Work items from those indicated by the Construction Documents, upon properly authorized and executed Change Order as provided in the Construction Contract/Contract documents.

It is understood and agreed that unit prices are separately subject to acceptance by the OWNER/ OWNER'S AGENT, and that such prices are not a part of the Work except as accepted and entered into the Construction Contract. Unit prices submitted shall be valid for the entire term of the Construction Contract.

6.12 UNFORESEEN PHYSICAL CONDITIONS

The successful Bidder shall promptly notify the OWNER'S AGENT in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Construction Documents. The OWNER'S AGENT will promptly review those conditions and determine if further investigations and tests are necessary. Promptly thereafter, OWNER/ OWNER'S AGENT shall obtain the necessary additional investigations and tests and furnish copies to the Successful Bidder. If the OWNER/ OWNER'S AGENT finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Construction Documents, and which could not reasonably have been anticipated by the Successful Bidder, a Change Order shall be issued incorporating the necessary revisions.

If prosecution of a Successful Bidder's Work depends on the prior Work of others, the Successful Bidder shall inspect such Work before commencing its own Work. If a Successful Bidder notes any deficiency in such Work of others, it shall report the same immediately to the OWNER'S AGENT in writing and postpone any of its Work affected thereby until it has received written instructions with respect thereto from the OWNER'S AGENT. Commencement of Work in any Work area without such notice to the OWNER'S AGENT shall constitute the Successful Bidder's agreement that the prior Work of others has been properly completed, and no claim shall thereafter be made by the Successful Bidder that arises from or relates to the prior Work of others.

6.13 LIEN RELEASES (Per Contract)

The Successful Bidder shall furnish, on a monthly basis, conditional lien waivers from Successful Bidder, Contractor and all of its Suppliers and Sub-Contractors for the current Pay Application, and unconditional lien waivers form provided in the Construction Contract, from Successful Bidder, Contractor, Suppliers and Sub-Contractors for the Successful Bidder's previous month's billing. Full and final lien waivers will be required from Successful Bidder, all major Suppliers, Contractors, and Sub-Contractors upon project completion. See Construction Contract for more information.

6.14 NPDES REQUIREMENTS

The Successful Bidder is to work within all project drainage guidelines and regulations as set forth in each and every Work area. Erosion control plans are inclusive in the Construction Documents if applicable to the specific area of Work contracted for.

6.15 PROJECT RECORDS

The Successful Bidder shall have available for a period of eight (8) years after completion of the project all Construction Contracts, books, Documents and records relating to this Construction Contract for the Work involved in this project.

End of Section VI. – Administration and Procedures

VII. SUPPLEMENTAL TERMS AND CONDITIONS

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- 7.0 Supplemental Terms and Conditions*
- 7.01 Retention*
- 7.02 Insurance*
- 7.03 Taxes and Benefits*
- 7.04 Hazard Communications Standards*
- 7.05 Owner's Contract*

7.0 SUPPLEMENTAL TERMS AND CONDITIONS

7.01 RETENTION (per contract)

Once the Notice to Proceed is issued, the OWNER shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all material, equipment and Work covered by the Construction Contract.

7.02 INSURANCE

Concurrently with the execution of the Construction Contract, the Successful Bidder shall furnish the OWNER/ OWNER'S AGENT a Certificate of Insurance per the Construction Contract. Within 1 week of execution of the Construction Contract, the successful Bidder shall furnish the OWNER/ OWNER'S AGENT the Insurance Endorsement for the above mentioned Insurance Certificate.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

See attached Construction Contract Addendum B – Insurance Requirements

7.03 TAXES AND BENEFITS

The Successful Bidder will be responsible for all taxes.

7.04 HAZARD COMMUNICATIONS STANDARDS

All Contractors shall comply with the O.S.H.A. regulations, dealing with Hazard Communication Standards on Construction projects. Each Successful Bidder utilizing hazardous substances on the job site shall furnish the OWNER/ OWNER'S AGENT with a copy of the Material Safety Data Sheet (MSDS) relative to each specific substance prior to bringing the substance to the job site.

7.05 OWNER'S CONTRACT

The following Draft Contract Documents have been prepared and modified by OWNER and will be utilized for this contract:

1. Draft AIA Document A101-2007
2. Draft AIA Document A201-2007
3. Addendum "A" – Alternative Dispute Resolution
4. Addendum "B" – Insurance Requirements

Bidder acknowledges that they have reviewed all terms and conditions of the contract, including competent legal review if necessary, and any questions regarding the contract documents have been thoroughly addressed prior to submission of the bid and that they prepared to sign this contract "as is" upon award.

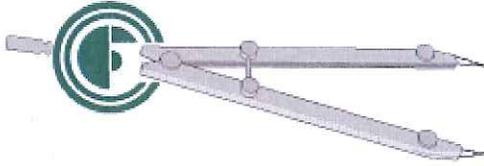
The Successful Bidder shall agree to the following provisions which shall be added to the Contract.

The Successful Bidder (Contractor), all subcontractors, and their employees, collectively shall:

1. Comply with Arizona Revised Statute (A.R.S.) Sections 41-4401 and 23-214, subsection A.
2. Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. section 23-214(A)
3. Agree that a breach of the above warranty shall be deemed a material breach of Contract and is subject to penalties up to and including termination of the Contract.
4. Agree that the OWNER, City of Buckeye, and the Flood Control District of Maricopa County retains the legal right to randomly inspect the papers and records of the Contractor, subcontractors, and their employees who work on the Contract to ensure that the Contractor, subcontractors, and their employees are in compliance with A.R.S. Sections 41-4401 and 23-214, subsection A.
5. Warrant to keep the papers and records open for random inspection during normal business hours by the OWNER, City of Buckeye, and the Flood Control District of Maricopa County.
6. Agree to cooperate with random inspections including granting the OWNER, City of Buckeye, and the Flood Control District of Maricopa County entry rights onto its property to perform the random inspections.
7. Waive their respective rights to keep such papers and records confidential.

End of Section VII. – Supplemental Terms and Conditions

End of Bid Package



FRANK CIVIL CONSULTING

March 11th, 2015

ROOSEVELT STREET
BOX CULVERT, UTILITY CROSSING AND RELATED WORK
BID PACKAGE #1
SPECIFIC BID INSTRUCTIONS

Sunbelt Investment Holdings, Inc is pleased to solicit the completion of “Box Culvert, Utility Crossing and Related Work” on Roosevelt Street located west of Jackrabbit Trail, in Buckeye, Arizona.

Roosevelt Street Box Culvert, Utility Crossing and Related Work is a new construction project with located on Roosevelt Street west of Jackrabbit Trail in Buckeye, Arizona. Below are directions on how to locate the property. The purpose of construction is to install infrastructure prior to construction of a new FCDMC channel and dam. With this in mind, time is of the essence in this contract. The OWNER can incur fines and penalties if the work is not completed by August of 2015. Therefore, the successful Contractor will be required to assemble a schedule and work force to achieve the time frame identified in the Bid Documents. Failure to accomplish this schedule will result in Construction penalties (to be determined) to the successful Contractor.

The work involves the installation of a new 15” VCP Sewer Line from the existing manhole in Jackrabbit Trail west past the new concrete box culvert that will also be installed as a part of this project. Excavation, installation, and backfill of new 30” steel casing will be included beneath the box culvert for future wet utilities and dry utility trenching and conduit installation will be included for future dry utility providers. The Box Culvert is a 5 Barrel (10’ x 7’) with wing walls.

In no case will work begin prior to 6:00 AM, MST and no work will be permitted on Sundays. The successful contractor will be expected to provide written notification to the Vice President of Development, Dennis O’Neil (DOneil@sunbeltinv.com) for scheduling and coordination of the work. This will be accomplished by written coordination through Frank Civil Consulting. The detailed information should include the start date and estimated time this scope of work will be completed. Please see the “Instructions to Bidders” for anticipated schedule and further information.

With this in mind, it would be Sunbelt Investment Holdings desire to see the work started within one week of notice to proceed and completed within no later than 3 months of commencement (see “instructions to bidders” for further and more specific information).

1. **Clearing and Grubbing:** Per Coe and Van Loo Construction Documents defined in the “Instructions to Bidders” and attached to this Bid Package as if incorporated herein.
2. **Grading/Earthwork:** Per Coe and Van Loo Construction Documents defined in the “Instructions to Bidders” and attached to this Bid Package as if incorporated herein.
3. **15” VCP:** Per Coe and Van Loo Construction Documents defined in the “Instructions to Bidders” and attached to this Bid Package as if incorporated herein. **Connection to existing manhole in Jackrabbit Trail to top of slope on east side of existing MCFCD channel must be completed immediately at start of construction per these documents. Then encroachment into MCFCD channel will be permitted. All work in MCFCD channel must be completed in 5 working days under penalty. Contractor to provided construction schedule/work plan to MCFCD prior to start on how accomplishment of this work will be completed within the 5 day limit provided.**
4. **30” Steel Casing:** Per Coe and Van Loo Construction Documents defined in the “Instructions to Bidders” and attached to this Bid Package as if incorporated herein.
5. **Remove and Replace MCFCD Concrete Liner:** Per Coe and Van Loo Construction Documents defined in the “Instructions to Bidders” and attached to this Bid Package as if incorporated herein.
6. **Mirafi Fabric:** Per Coe and Van Loo Construction Documents defined in the “Instructions to Bidders” and attached to this Bid Package as if incorporated herein.
7. **Reinforced Concrete Box Culvert with Wing Walls:** Per Coe and Van Loo Construction Documents defined in the “Instructions to Bidders” and attached to this Bid Package as if incorporated herein.
8. **Traffic Control:** Contractor shall provide sufficient traffic control devices and application of traffic control measures to meet or exceed the requirements of Contracting Agency’s Traffic Barricade Manual, the Uniform Manual on Traffic Control Devices, or any Governing agency’s supplements to these Uniform Standard Specifications. Traffic Control Devices shall consist of providing, erecting, and maintaining necessary and adequate devices for the protection of the work, the workmen, and the traveling public as approved by the Owner’s Agent PRIOR to start of construction. These devices include vertical panels, traffic cones, signs, and other approved warning devices and shall not exceed 25’ in separation from each other in any given direction. All workers will wear approved safety vests.

This **IS** a **STIPULATED SUM AGREEMENT BASED ON THESE SPECIFICATIONS**. Unit prices are requested for changes in the scope of work; however, for the work defined in these instructions shall be completed on a lump sum basis. No additional cost will be provided for lack of sufficient product or improper estimates. Each bidder should fully acquaint themselves with the work to be accomplished, establish the quantities necessary to complete the work as defined and incorporate all necessary cost associated with a complete job.

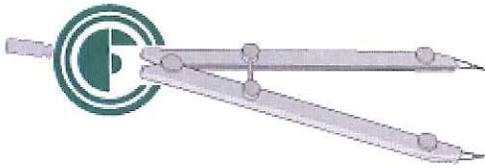
Should you have any questions regarding the scope or content of this instruction to bidders, please contact Michael Frank of Frank Civil Consulting at 480-202-7890 (Cellular).

Directions: Interstate 10 West to Jackrabbit Trail. Jackrabbit Trail South to Roosevelt Street. Project is on the west side of the street.

We appreciate your desire to bid this project and look forward to reviewing your proposal once submitted.

Sincerely,

Frank Civil Consulting
Michael Frank
Principal



FRANK CIVIL CONSULTING

April 1st 2015

ROOSEVELT STREET
BOX CULVERT, UTILITY CROSSING AND RELATED WORK

Bid Package #1
Bid Proposal Line Item Breakdowns
(Form 4.01.a)

Contractor Name _____ By _____

Contractor Address _____

Clear, Grub, and Demolition _____ 1 _____ LS @ _____ = \$ _____

Grading/Earthwork _____ CY @ _____ = \$ _____

R & R MCFCD Concrete Lining _____ SF @ _____ = \$ _____

Excavate, Install, & Backfill 15" VCP _____ LF @ _____ = \$ _____

Exc., Install, & Backfill Dry Utility Conduit _____ LF @ _____ = \$ _____

Sewer Manholes _____ EA @ _____ = \$ _____

Excavate, Install, & Backfill
30" Steel Casing _____ LF @ _____ = \$ _____

Mirafi Fabric _____ SF @ _____ = \$ _____

5 Barrel (10' x 7') RCBC with Headwalls _____ 1 _____ LS @ _____ = \$ _____

Concrete Wing Walls with Railing _____ 1 _____ LS @ _____ = \$ _____

Traffic Control _____ 1 _____ LS @ _____ = \$ _____

Mobilization/Incidentals _____ 1 _____ LS @ _____ = \$ _____

Sub-Total \$ _____

Sales Tax \$ _____

GRAND TOTAL \$ _____